

RPNZ document ordering service

Certificate of Title with diagram: 140265

Property: 30 Sandspit Road, Cockle Bay, Auckland - Manukau

Legal Description: Lot 2 Deposited Plan 334191

CoreLogic Reference: 3093589/1

Processed: 17 October 2022

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.



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




R.W. Muir
Registrar-General
of Land

Identifier 140265
Land Registration District North Auckland
Date Issued 27 September 2005

Prior References

NA124A/908 NA124A/909

Estate Fee Simple
Area 3781 square metres more or less
Legal Description Lot 2 Deposited Plan 334191
Registered Owners
Box Property Investments Limited

Interests

K115716 Building Line Restriction
10737456.3 Mortgage to Michael Grant Sullivan and Duthco Trustees (Sullivan) Limited - 31.3.2017 at 1:54 pm

RPNZ document ordering service

Certificate of Title with diagram: NA9B/345

Property: 40 Sandspit Road, Cockle Bay, Auckland - Manukau

Legal Description: Lot 67 Deposited Plan 52881

CoreLogic Reference: 3093590/1

Processed: 17 October 2022

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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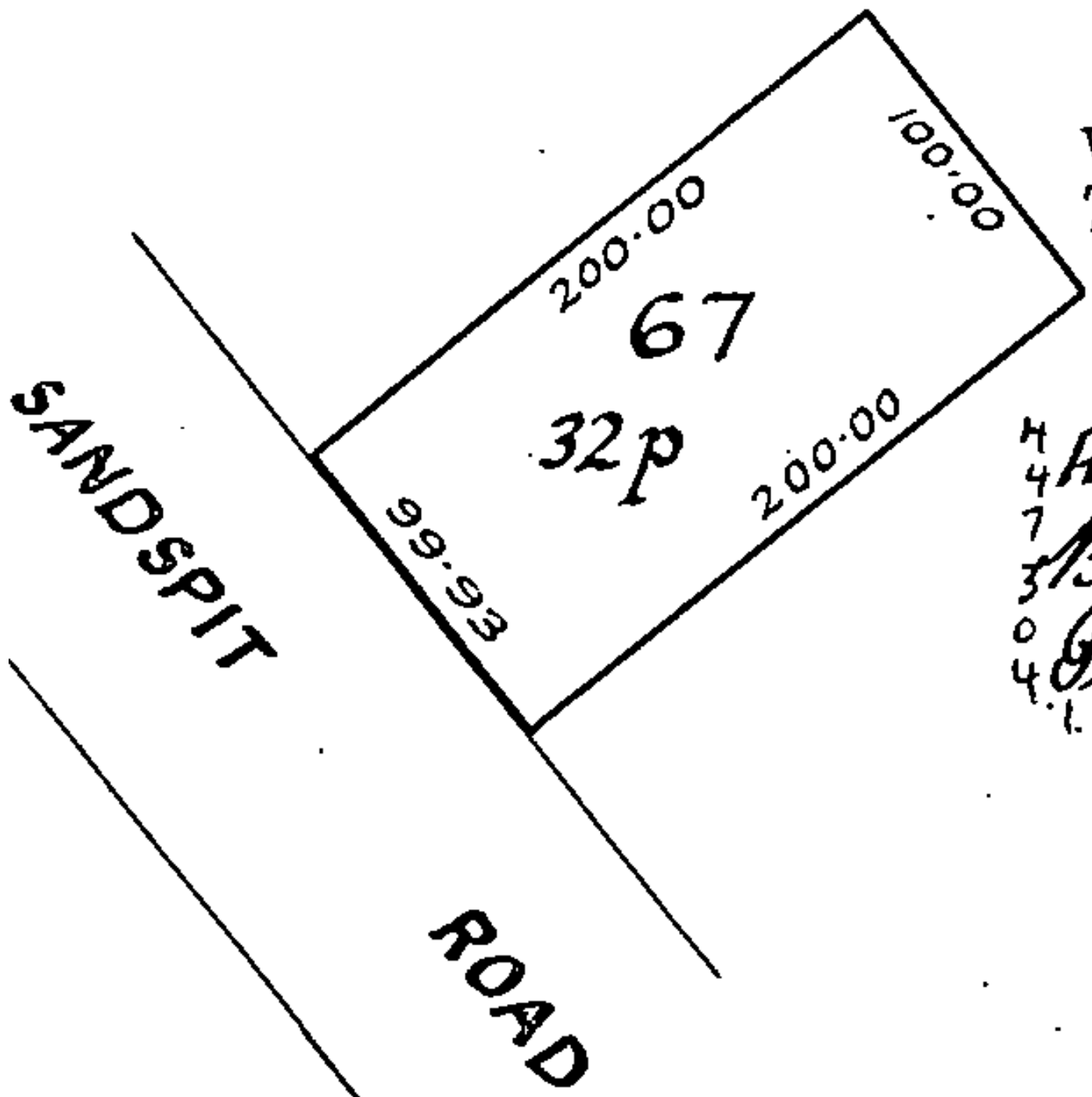

R.W. Muir
Registrar-General
of Land

Identifier **NA9B/345**
Land Registration District **North Auckland**
Date Issued 28 July 1966

Prior References
NA3C/1145

Estate Fee Simple
Area 809 square metres more or less
Legal Description Lot 67 Deposited Plan 52881
Registered Owners
Box Property Investments Limited

Interests
Fencing Agreement in Transfer 241955
Fencing Agreement in Transfer 716709
Fencing Agreement in Transfer 217053
Fencing Agreement in Transfer A164700 - 28.7.1966
10737494.4 Mortgage to Michael Grant Sullivan and Duthco Trustees (Sullivan) Limited - 31.3.2017 at 1:53 pm



RPNZ document ordering service

Certificate of Title with diagram: NA21C/627

Property: 2 Reydon Place, Cockle Bay, Auckland - Manukau

Legal Description: Flat 1 Deposited Plan 65738 and Garage 1 Deposited Plan 65738

CoreLogic Reference: 3093591/1

Processed: 17 October 2022

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA21C/627**
Land Registration District **North Auckland**
Date Issued 08 November 1971

Prior References
NA6A/1322

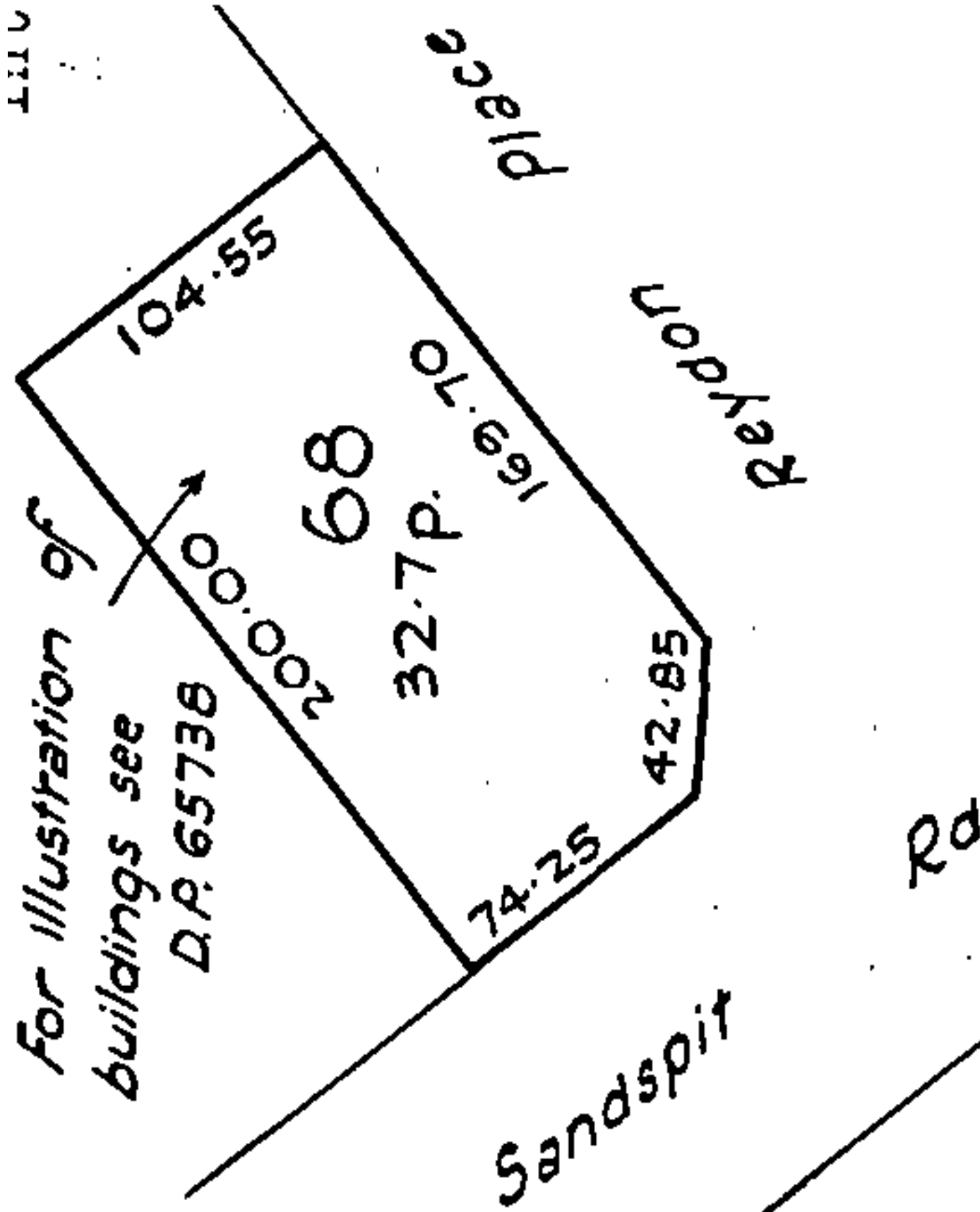
Estate Fee Simple - 1/2 share
Area 827 square metres more or less
Legal Description Lot 68 Deposited Plan 52881
Registered Owners
Box Property Investments Limited

| | | | |
|--------------------------|---|-------------------|--|
| Estate | Leasehold | Instrument | L A597444 |
| | | Term | 999 years as from and including 28.10.1971 |
| Legal Description | Flat 1 Deposited Plan 65738 and Garage 1 Deposited Plan 65738 | | |

Registered Owners
Box Property Investments Limited

Interests

A93511 Building Line Restriction (Affects Fee Simple)
A597444 Lease of Flat 1 and Garage 1 DP 65738 Term 999 years as from and including 28.10.1971 Composite CT NA21C/627 issued - 8.11.1971 (Affects Fee Simple)
A597445 Lease CT NA21C/628 issued (Affects Fee Simple)
10766342.3 Mortgage to Michael Grant Sullivan and Duthco Trustees (Sullivan) Limited - 12.5.2017 at 11:47 am



RPNZ document ordering service

Certificate of Title with diagram: NA21C/628

Property: 4 Reydon Place, Cockle Bay, Auckland - Manukau

Legal Description: Lot 68 Deposited Plan 52881

CoreLogic Reference: 3093592/1

Processed: 17 October 2022

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



R.W. Muir
Registrar-General
of Land

Identifier **NA21C/628**
Land Registration District **North Auckland**
Date Issued 08 November 1971

Prior References
NA6A/1322

Estate Fee Simple - 1/2 share
Area 827 square metres more or less
Legal Description Lot 68 Deposited Plan 52881
Registered Owners
Box Property Investments Limited

| | | | |
|--------------------------|---|-------------------|--|
| Estate | Leasehold | Instrument | L A597445 |
| | | Term | 999 years as from and including 28.10.1971 |
| Legal Description | Flat 2 Deposited Plan 65738 and Garage 2 Deposited Plan 65738 | | |

Registered Owners
Box Property Investments Limited

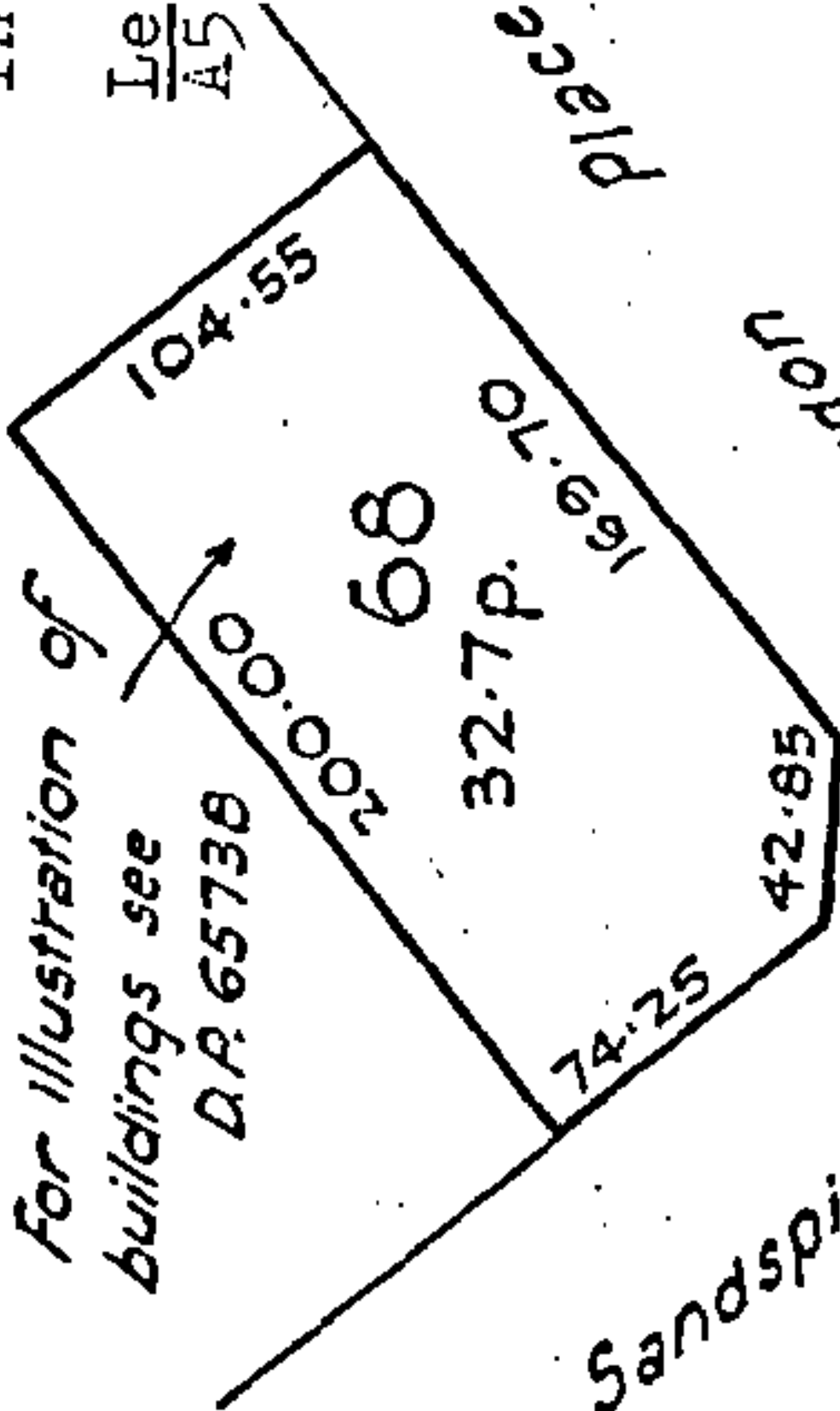
Interests

A93511 Building Line Restriction (Affects Fee Simple)
A597445 Lease of Flat 2 and Garage 2 DP 65738 Term 999 years as from and including 28.10.1971 Composite CT NA21C/628 issued - 8.11.1971 (Affects Fee Simple)
A597444 Lease CT NA21C/627 issued (Affects Fee Simple)
10766388.2 Mortgage to Michael Grant Sullivan and Duthco Trustees (Sullivan) Limited - 11.5.2017 at 2:18 pm

11

Le
A5

For illustration of
buildings see
D.P. 65738



RPNZ document ordering service

Document, Interest, Instrument: 241955

Property: 40 Sandspit Road, Cockle Bay, Auckland - Manukau

Legal Description: Lot 67 Deposited Plan 52881

CoreLogic Reference: 3093688/1

Processed: 17 October 2022

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(Form Approved by District Land Registrar, Auckland, No. 721)

Agreement stamped with ad
valorem duty of £ 5:--:
District Land Registrar, Auckland, N
Wm
Asst. Commissioner Stamp Duties.

241955 T
01011870
[New Zealand.

Memorandum of Transfer.

2/6/12
S&K

THE COCKLE BAY ESTATE COMPANY LIMITED - - , being registered as the proprietor
of an estate in fee simple - - - - -
subject, however, to such encumbrances, liens, and interests as notified by memorandum
underwritten or indorsed hereon, in all that piece of land situated in the Land
Registration District of Auckland, containing SIXTEEN ACRES AND THIRTY FIVE - -
DECIMAL FIVE PERCHES be the same a little more or less being part of Lot
144 of the Subdivision of Allotment 69 of the Parish of Pakuranga and the
whole of the land shown on plan deposited in the Land Registry Office at
Auckland under No. 21276 and part of the land comprised in Certificate
of Title Volume ⁴⁷⁰345 folio ¹⁴¹19 Auckland Register - - - - -

IN PURSUANCE of an Agreement for Sale dated the 26th day of October 1927

A N D



In consideration of the sum of SEVEN HUNDRED AND FORTY SIX POUNDS FOUR
SHILLINGS (£746.4.0) paid to us by JOHN CECIL LITTON of Howick, Farmer
the receipt of which sum is hereby acknowledged do hereby transfer

to the said John Cecil Litten - - - - -
all its estate or interest in the said piece of land

PROVIDED ALWAYS that the said Company shall not be liable to contribute towards the cost of the erection or maintenance of any boundary or dividing fence between the land hereby transferred and any adjoining land belonging to the Company but this proviso shall not enure to the benefit of any purchaser of any such land.

MEMORANDUM OF ENCUMBRANCE

Fencing covenant contained in Transfer No. 217053

In witness whereof we have hereunto subscribed our names this
Twentyfirst day of *March* one thousand nine hundred
and twenty eight.

~~Signed by the above named~~

, as transferor,
in the presence of

Signature of Witness

Occupation

Place of Residence

THE COMMON SEAL of ~~THE~~ COCKLE BAY
ESTATE COMPANY LIMITED was hereunto
affixed in the presence of)



J. N. McIl
Wm. J. Brown } Directors
H. B. Harper Secretary.

SIGNED by the said JOHN CECIL)
LITTEN in the presence of:

Signature of Witness: *R. K. Hill*
Occupation *Director*
Address *Auckland*

J. C. Litten

No. 241955

Correct for the purposes of the Land Transfer Act

Transfer of pt Lot 144 Subdn.
Allot. 69 P/Pakuranga.

W. H. H. H.
Solicitor, for the
Transferes. Auckland.

~~THE~~ COCKLE BAY ESTATE Vendor.
COY. LTD.

JOHN CECIL LITTON Purchaser.

Particulars entered in the Register-Book

Vol. *470* Folio *141*
the *25th* day of *July* 19*30*
at *3* o'clock.

Attorney



Land Registrar
of the District of Auckland.

NORTH
615/257

pt 470/141.

*Area = 16-0-35-5 sit partly in the
Hawick Town Dist being pt of allot 69
Pakuranga Psh & being more
particularly shown on plan 21276*

4/8/30.

✓ *751/20*
BELL & SPEIGHT,
SOLICITORS,

AUCKLAND.

Leighons Ltd., Auckland. 60717



RPNZ document ordering service

Document, Interest, Instrument: 716709

Property: 40 Sandspit Road, Cockle Bay, Auckland - Manukau

Legal Description: Lot 67 Deposited Plan 52881

CoreLogic Reference: 3093700/1

Processed: 17 October 2022

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47031 12/2
47030 12/2
P. 205

N.Z. Stamp Duty Act

716709T
01011870

12-11-64. 130795 -DTY *****-30

C.T. 445/47 1336/68 615/237 and 1389/88 part cancelled
1336/68 1389/88 on dealings not yet entered on register

Dealing

Approved by the District Land Registrar, Auckland, No. 541

New Zealand

Memorandum of Transfer

JOHN CECIL LITTEN of Howick, Farmer, being registered as proprietor ..
of an estate in fee simple,

subject however to such encumbrances liens and interests as are notified by memorandum ..
underwritten or endorsed hereon in the pieces of land containing together FIFTY-
SEVEN ACRES FIVE DECIMAL SEVEN PERCHES more or less being FIRST: Part Lot
145 on a plan deposited in the Land Registry Office at Auckland under ...
Number 16913 being the residue of the land comprised and described in ...
Certificate of Title Volume 415 Folio 47 (North Auckland Registry) SUBJECT
to Building Line Restrictions imposed by Order in Council Number 13914 and
and by K. No. 115716

SECONDLY: Part of Allotments 69 and 72 of the Parish of Pakuranga being ..
the residue of the land comprised and described in Certificate of Title ..
Volume 1336 Folio 68 (North Auckland Registry) LIMITED as to Parcels and ..
SUBJECT to Building Line Restrictions imposed by K. No. 115313 and K.No.
115716

AND THIRDLY: Part of Allotment 69 of the Parish of Pakuranga being the ..
residue of the land comprised and described in Certificate of Title Volume
615 Folio 237 (North Auckland Registry) excepting thereout Lot 16 on Deposited
Plan Number 42677, SUBJECT to Agreements as to fencing contained in Transfers
Numbers 217053 and 241955

AND LITTEN BROS. LIMITED a duly incorporated Company having its registered
office at Howick, being registered as proprietor of an estate in fee simple
subject however to such encumbrances liens and interests as are notified ..
by memorandum underwritten or endorsed hereon in all that piece of land ..
containing THREE ACRES TWO ROODS THIRTY-FIVE DECIMAL FOUR PERCHES (3a 2r
35.4p) more or less being part of Lot 1 on a plan deposited as aforesaid ..
under Number 44667 and being the residue of the land comprised and described
in Certificate of Title Volume 1389 Folio 88 (North Auckland Registry) ...
SUBJECT to an Agreement as to fencing contained in Transfer Number 590622 ..
and to Building Line Restrictions imposed by K. No. 115716 and K.No. 115313,

ACCOMPANY TO REGISTER
ASSISTED BY NOTARY
Name: E. C. L. on 3/15/63
E. C. L. on 3/15/63

Commissioner of Stamp Duties
AUCKLAND

in consideration of the sum of SIXTY-ONE THOUSAND FOUR HUNDRED AND NINETY-TWO ..
POUNDS TEN SHILLINGS (£61492.10.0.) paid to them by SUN-LINE HOMES LIMITED
a duly incorporated Company having its registered office at Auckland, ...

(the receipt of which sum is hereby acknowledged) DO HEREBY TRANSFER to the said
SUN-LINE HOMES LIMITED

all their estate and interest in the said pieces of land, PROVIDED HOWEVER that the said
JOHN CECIL LITTEN and the said LITTEN BROS. LIMITED shall not be liable nor
called upon to contribute towards the costs of the erection or maintenance
of any boundary or dividing fence between the land hereby transferred and
any adjoining land belonging to them respectively but this proviso shall
not enure to the benefit of any purchaser or transferee of any such adjoining
land.

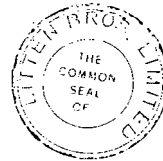
IN WITNESS WHEREOF have hereunto subscribed name this
11th day of *February* one thousand nine hundred and sixty-four.

SIGNED by the said JOHN
CECIL LITTEN in the ..
presence of:-

J.C. Litten

Henry B. Spraight
Solicitor Auckland

THE COMMON SEAL of LITTEN
BROS. LIMITED was hereto
affixed by the authority
and in the presence of:-



R. J. Litten

Director.

W. B. Litten

Director

IN THE LAND VALUATION COURT }
AUCKLAND REGISTRY

No. A1/127/63

IN THE MATTER of Section 2(3) of the Land
Settlement Promotion Act 1952

AND

IN THE MATTER of an application by

JOHN CECIL LITTEN AND LITTEN BROTHERS LTD

for an order declaring certain lands
not farm land within the meaning of
the said Act

BEFORE THE NO. 1 AUCKLAND LAND VALUATION COMMITTEE

UPON READING the application of **JOHN CECIL LITTEN & LITTEN
BROTHERS LTD**

for an order declaring the land described in the schedule hereto
not farm land

~~it is ordered and declared by the Land Valuation Court that the~~
it is ordered and declared by the Land Valuation Court that the
said land is not farm land within the meaning of the said Act.

S C H E D U L E

All that piece of land situated in Litten Road, Howick, containing
61 acres 1 rood 38.8. perches being part of the land in Certificates
of Title Volume 1336 Folio 68, Volume 415 Folio 47, Volume 615 Folio
237 and Volume 1389 Folio 88. (Auckland Registry).

Dated at AUCKLAND

this 5th day of April 19 63

[Signature]
(Deputy) Registrar of the
Land Valuation Court

Sealed at the office of the Land Valuation Court at AUCKLAND

this 22nd day of April 19 63

[Signature]
(Deputy) Registrar of the
Land Valuation Court

Solicitors for the applicant: Messrs McKenzie & Bartleet,
Auckland.

Solicitors for the respondent:



716709

No.

TRANSFER

Correct for the purposes of the Land Transfer Act

JOHN CECIL LITTEN & ANOR. Vendor

Solicitor for the Transferee

SUN-LINE HOMES LIMITED Purchaser

To: The District Land Registrar, AUCKLAND.

Particulars entered in the Register Book, Vol. 415
Folio 47, 615/237, 1336/68, 1389/88
the 18th day of February 1964
at 12.29 o'clock

Please issue two new certificates of title for (a) the residue of the land comprised and described in Certificate of Title Volume 1336 Folio 68. (b) the residue of the land comprised and described in Certificates of Title Volume 415 Folio 47, Volume 615 Folio 237, and Volume 1389 Folio 88.

Seawidge
District Land Registrar
of the District of Auckland (North)

Solicitor for the Transferee.

New T.

An area of 0.7p was calculated for the portion of plot 29 D.P. 46018 (dedicated road) contained in C.T. 1336/68. *thw.*

C.T. 1389/88

716709 of the ... do ...
...
All

716709 of the ... do ...
...
A-R

3A/1218

3A/1218
3B/328

2-2-2
8-0-0
2-2-0
11-12-0
4-2-0
8-12-0

McKENZIE & BARTLEET
SOLICITORS
AUCKLAND

LAND & DEEDS
Nature: *Transfer*
By: *McKenzie & Bartleet*
18 FEB 1964
Time: 12.29
Date: 8.12.64
Volume: 10/59

RPNZ document ordering service

Document, Interest, Instrument: 217053

Property: 40 Sandspit Road, Cockle Bay, Auckland - Manukau

Legal Description: Lot 67 Deposited Plan 52881

CoreLogic Reference: 3093708/1

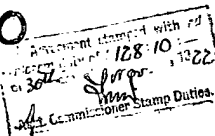
Processed: 18 October 2022

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217053 T
01011870

APPROVED BY D.L.R., AUCKLAND. No. 51.



New Zealand

2/6/19
49/

Memorandum of Transfer

WHEREAS JOHN THOMAS GILL of Howick Farmer (hereinafter termed the Vendor)

is
being registered as proprietor

of an estate of freehold 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 Auckland containing
FIRSTLY FIFTY FOUR ACRES THREE ROODS NINETEEN DECIMAL EIGHT PERCHES (54a-3r-19.8p
more or less being Lots Numbers 13, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 28, 31, 32, 33,
34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 56, 57, 59, 60, 61, 63,
64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 85, 86, 87, 88, 89, 90,
92, 93, 94, 99, 100, 102, 103, 104, 105, 106, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118,
119, 120, 121, 122, 123, 124, 125, 126, 127, 133, 134, 135, 136, parts of Lots Numbers 137,
and 138 and Lot Number 140 on a plan deposited in the Land Transfer Office at
Auckland under Number 16751 being portions of Allotments Numbers 68, 69 and 72
of the Parish of Pakuranga and being part of the land comprised and described
in Certificate of Title Register Book Volume 413 Folio 226 Auckland Land Registry
AND SECONDLY ONE HUNDRED AND THIRTY THREE ACRES THIRTY EIGHT PERCHES (133a-Or38
more or less being Lots Numbers 1, 2, 3, 4, 9, 11 and 13 on a plan deposited as afore-
said under Number 17330 and Lot Number 144 on a plan deposited as aforesaid
under Number 16913 being portions of Allotments Numbers 68, 69 and 72 of the
said Parish of Pakuranga and being portion of the land comprised and described
in Certificate of Title Register Book Volume 375 Folio 17, Auckland Land Registry
AND WHEREAS by Memorandum of Agreement dated the Thirty First day of October
One thousand nine hundred and twenty two the Vendor agreed to sell to COCKLE
BAY ESTATE COMPANY LIMITED a company duly incorporated under the Companies
Act 1908 and having its registered office at Auckland (hereinafter termed the
Purchaser) certain lands containing TWO HUNDRED AND EIGHTY FIVE ACRES (285a-Or-Or
whereof the lands above described form part at or for the price or sum of
FORTY FIVE POUNDS (£45-0-0) per acre making in all a purchase price of TWELVE
THOUSAND EIGHT HUNDRED AND TWENTY FIVE POUNDS (£12825-0-0) AND WHEREAS by
recent surveys the area of the lands agreed to be sold by the said Memorandum
of Agreement has been discovered to be TWO HUNDRED AND EIGHTY NINE ACRES ONE
ROOD TWENTY DECIMAL EIGHT PERCHES (289a-1r-20.8p) an additional area of FOUR
ACRES ONE ROOD TWENTY DECIMAL EIGHT PERCHES (4a-1r-20.8p) AND WHEREAS there is
due and payable by the Purchaser to the Vendor in respect of such additional
area the sum of ONE HUNDRED AND NINETY SEVEN POUNDS TWO SHILLINGS (£197-2-0)
AND WHEREAS the Vendor has from time to time at the direction of the Purchaser
and for a total consideration of Two thousand, Two hundred and thirty three, Twelve + 3
transferred to the Purchaser and divers other transferees portions of the lands
comprised in the said Memorandum of Agreement AND WHEREAS the lands above
described are the residue of the lands comprised in the said Memorandum of
Agreement transferable by the Vendor to the Purchaser AND WHEREAS the consider-
ation moneys payable by the Purchaser to the Vendor in respect of the lands
hereby transferred are Ten thousand Four hundred + Fifty eight pounds, Nine shillings + 9
(in which sum is included the sum of ONE HUNDRED AND NINETY SEVEN POUNDS TWO
SHILLINGS (£197-2-0) hereinbefore mentioned) NOW THIS MEMORANDUM OF TRANSFER
WITNESSETH that in pursuance of the said Memorandum of Agreement and
In Consideration of the sum of Ten thousand Four hundred + Fifty eight pounds,

Nine shillings + nine pence

paid to me by the Vendor by the Purchaser

, the receipt of which sum is hereby acknowledged



64-1-0
17-0-16
5-1-0
8-2-34
34-2-32
9-3-10
12-1-15
✓ 0-0-1



133-0-38

5.810
12.1

the Vendor hereby ~~do hereby~~ transfers to the said Purchaser

all ~~his~~ estate and interest in the said piece of land

PROVIDED THAT the Vendor shall not be liable for nor be called upon to erect or contribute towards the cost of erection or maintenance of any dividing or boundary fence between the lands hereby transferred and any adjoining lands the property of the Vendor but this proviso shall not enure to the benefit of any subsequent purchaser of such adjoining lands.

MEMORANDUM OF ENCUMBRANCE.

IN WITNESS WHEREOF these presents have been executed
~~I have hereunto subscribed my name this~~

Twenty fifth

day of *October* One thousand nine hundred and twenty seven

SIGNED by the said JOHN

THOMAS GILL

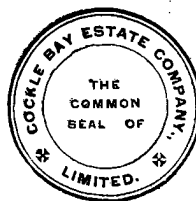
in the presence of

J. J. Gill

K. R. Bell
Senior
Auckland

THE COMMON SEAL of COCKLE BAY ESTATE
COMPANY LIMITED was hereto affixed in
the presence of :-

Wm. Shillington
W. G. Brown



Director

Director
Secretary

SIGNED by the said

K. R. Bell
in the presence of

MORPETH, GOULD & WILSON,
H. MORPETH
A. M. GOULD
W. H. WILSON, LL.M.
BARRISTERS AND SOLICITORS

228 QUEEN STREET
(2 DOORS ABOVE VICTORIA STREET)

TELEPHONES (45-410
(42-765

P.O. BOX 687

AUCKLAND, N.Z., 1st. November 1927

The District Land Registrar,

AUCKLAND.

Dear Sir,

Transfer - J.T.Gill to Cockle Bay Estate Co. Ltd.

Will you kindly issue separate titles for the following
blocks :-

- X (1) Lots 76, 77, 78, 79, 80, 81, 82, 83, 85, 86, 87, 88,
89, 90, 92, & 93 on D.P. 16751 and Lots 1, 2, 3, 4,
11, & 13 on D.P. 17330 ✓
✓ (11) Lot 144 on D. P. 16913 ✓
✓ (111) Lot 9 on D.P. 17330 ✓
(1v) Lots 13, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 28,
31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49, 50, 51, 52, 53, 56, 57, 59, 60, 61,
63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 94,
99, 100, 102, 103, 104, 105, 106, 108, 109, 110, 111,
112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122,
123, 124, 125, 126, 127, 133, 134, 135, 136, parts Lots
137 & 138, & Lot 140, on D. P. 16751.

Yours faithfully,

MORPETH GOULD & WILSON,
W. H. Wilson
P.....

No. 217053

Correct for the purposes of the Land Transfer Act.

TRANSFER of Ptns. Allots 68,
69 & 72, P. Pakuranga.

J. Ramsey

Solicitor for the Purchaser.

J. T. GILL Vendor.

COCKLE BAY ESTATE COMPANY LIMITED Purchaser

Particulars entered in Register-Book, Vol. 395

Folio 14: 413/226.

the

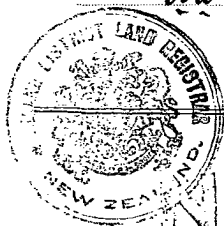
2nd day of November 1927

at

2.50 o'clock. and entered
29th November 1927 at 3

Att. Clerk

Deputy Land Registrar



XRP_000052170

17442
128 B 9 04

470/140 to 143

T. 17053
M. 162604
20000 22/11/27 15 DP 16751

17442
128 B 9 04
Rens.
16751
16913
17330

17442
128 B 9 04



XRP_0021103

MORPETH, GOULD, & WILSON,
SOLICITORS,
AUCKLAND,



RPNZ document ordering service

Document, Interest, Instrument: A164700

Property: 40 Sandspit Road, Cockle Bay, Auckland - Manukau

Legal Description: Lot 67 Deposited Plan 52881

CoreLogic Reference: 3093709/1

Processed: 17 October 2022

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note in LTO
ex. books B

A 164700 T

S.E. (S1300) 15-12-66

25-VII-66 45577 -U11-***14-0-0

(Approved by the District Land Registrar, Auckland, No. 3360)

(New Zealand)

(C)

Under the Land Transfer Act, 1962

Memorandum of Transfer

SUN-LINE HOMES LIMITED a duly incorporated Company having its registered office at Auckland being registered as proprietor of an estate of freehold 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 THIRTY TWO PERCHES (OA.OR.32P)

more or less being Lot 67 Deposited Plan 52881 and being part Allotment 72 Parish of Pakuranga and part of the land comprised in Certificate of Title VOLUME 3C FOLIO 1145 (North Auckland Registry) SUBJECT TO: Fencing covenants in transfers 217053, 241955 and 716709

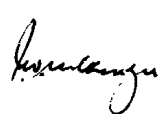

I, JOHN WALLACE McENZIE of Auckland, Solicitor DO ..
SOLEMNLY AND SINCERELY DECLARE as follows:- ..

1. THAT I have executed the annexed Memorandum of ..
Transfer as an Attorney and in the name of the therein-..
named and described SUN-LINE HOMES LIMITED under and by ..
virtue of a certain Power of Attorney bearing date the 29th
day of July 1963, (a copy of which said Power of ..
Attorney is deposited in the Land Registry Office at ..
Auckland under Number 15736.) _____

2. THAT I have not received any notice or information.
of the revocation of the said Power of Attorney by the ..
winding up or dissolution of the said Company or otherwise.
and I verily believe the same to be in full force and ..
effect. _____

_____ AND I MAKE this solemn declaration con- ..
scientiously believing the same to be true and by virtue of
the Oaths and Declarations Act, 1957. _____

DECLARED at Auckland by the said
JOHN WALLACE McKENZIE this 5th
day of July 1963, before me:-



A Solicitor of the Supreme Court of New Zealand.

(the receipt of which sum is hereby acknowledged)

all its estate and interest in the

AND IT IS HEREBY DECLARED that no Agreement in writing as defined by Section 78 of the Stamp Duties Act 1954 was entered into between the parties in respect of this transaction PROVIDED THAT it shall not be liable nor called upon to contribute towards the cost of the erection or maintenance of any boundary or dividing fence between the land hereby transferred and any adjoining land belonging to it but this proviso shall not enure to the benefit of any purchaser or transferee of any such adjoining land.

SIGNED by the said SUN-LINE HOMES LIMITED
by its Attorney JOHN WALLACE MCKENZIE
in the presence of

W. B. Martin
Solicitor
Chas. H. H. H.

A164700

139

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

[Signature]

Solicitor for the Transferee.

SUN-LINE HOMES LIMITED Transferor

T.J. VARLEY Transferee

Particulars entered in the Register-Book Vol. 38/11+5

Folio

the 28th day of July 1966
at 10.50. o'clock

[Signature]
Assistant Land Registrar
of the District of Auckland
North



B/345

| | |
|--------------|-----------|
| LAND & DEEDS | |
| Nature: | T. |
| Firm: | Daniel O. |
| 28 JUL 1966 | |
| Time: | 10.50. |
| Fee: £ | 3.00 |
| Abstract No. | 5666 |

DANIEL, OVERTON & GOULDING
SOLICITORS,
ONEHUNGA. Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND
P.P.Co.Ltd.(S)—2523

3.



RPNZ document ordering service

Document, Interest, Instrument: K115716

Property: 30 Sandspit Road, Cockle Bay, Auckland - Manukau

Legal Description: Lot 2 Deposited Plan 334191

CoreLogic Reference: 3093713/1

Processed: 17 October 2022

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.

K115716
 CONFIRMATION OF SPECIAL ORDER

K 115716 BUR

RESOLVED:

THAT THE RESOLUTION PASSED BY WAY OF SPECIAL ORDER AT A SPECIAL MEETING OF THE AUCKLAND STAR COUNCIL HELD ON THE 19th MARCH, 1962 AND DULY ADVERTISED IN THE AUCKLAND STAR AND NEW ZEALAND HERALD ON SATURDAY, THE 31st DAY OF MARCH, 1962 AND MONDAY, THE 16th DAY OF APRIL, 1962 BE NOW CONFIRMED AND THE SEAL OF THE MAYOR, COUNCILLORS AND CITIZENS OF THE BOROUGH OF HOWICK BE AFFIXED HERETO.

Haddrell:

McKinnon

RESOLUTION:

THAT PURSUANT TO SECTION 186(1) OF THE MUNICIPAL CORPORATIONS ACT 1954 THE HOWICK BOROUGH COUNCIL HEREBY RESOLVES BY WAY OF SPECIAL ORDER TO PERMIT THE LAYING OFF OF THE PROPOSED STREETS DESCRIBED IN THE SCHEDULE HERETO AT A WIDTH OF THEIR LENGTHS OF LESS THAN 66 FT. BUT NO LESS THAN 50 FT. PROVIDED THAT WHERE BUILDINGS ARE ERECTED OR ANY BUILDINGS ARE REBUILT OR REERECTED OR SUBSEQUENTLY REBUILT OR REERECTED ON THE LAND HAVING A FRONTAGE TO ANY PART OF THE SAID STREETS WHICH HAVE A WIDTH OF LESS THAN 66 FT. NO PART OF ANY SUCH BUILDINGS SHALL STAND WITHIN 8 FT. FROM THE SIDELINE OF THE SAID STREETS.

SCHEDULE

THE PROPOSED STREETS IN THE NORTH AUCKLAND LAND DISTRICT CONTAINING THREE ROADS THIRTY-THREE PERCHES AND TWO ROADS TWENTY-FIVE PERCHES BEING PART ALLOTMENT 72; PART LOT 1 D.P.44667 AND PART LOT 145 D.P.16913 BEING PARTS ALLOTMENT 72 PARISH OF PAKURANGA AND BEING PARTS OF THE LAND COMPRISED IN CERTIFICATES OF TITLE VOLUME 415 FOLIO 47 VOLUME 1336 FOLIO 68 AND VOLUME 1389 FOLIO 88 AUCKLAND REGISTRY AS THE SAME ARE MORE PARTICULARLY DELINEATED AS LOTS 33 AND 34 RESPECTIVELY ON THE PLAN HERETO ANNEXED AND THEREON COLOURED RED.

Haddrell:

McKinnon

The Common Seal of the Mayor,
 Councillors and Citizens of the
 Borough of Howick was affixed
 hereto on the 26th day of April,
 1962 and dated 26th April, 1962.

.....*W. A. S. Stevenson*.....
 Mayor

.....*W. A. S. Stevenson*.....
 Town Clerk

2693

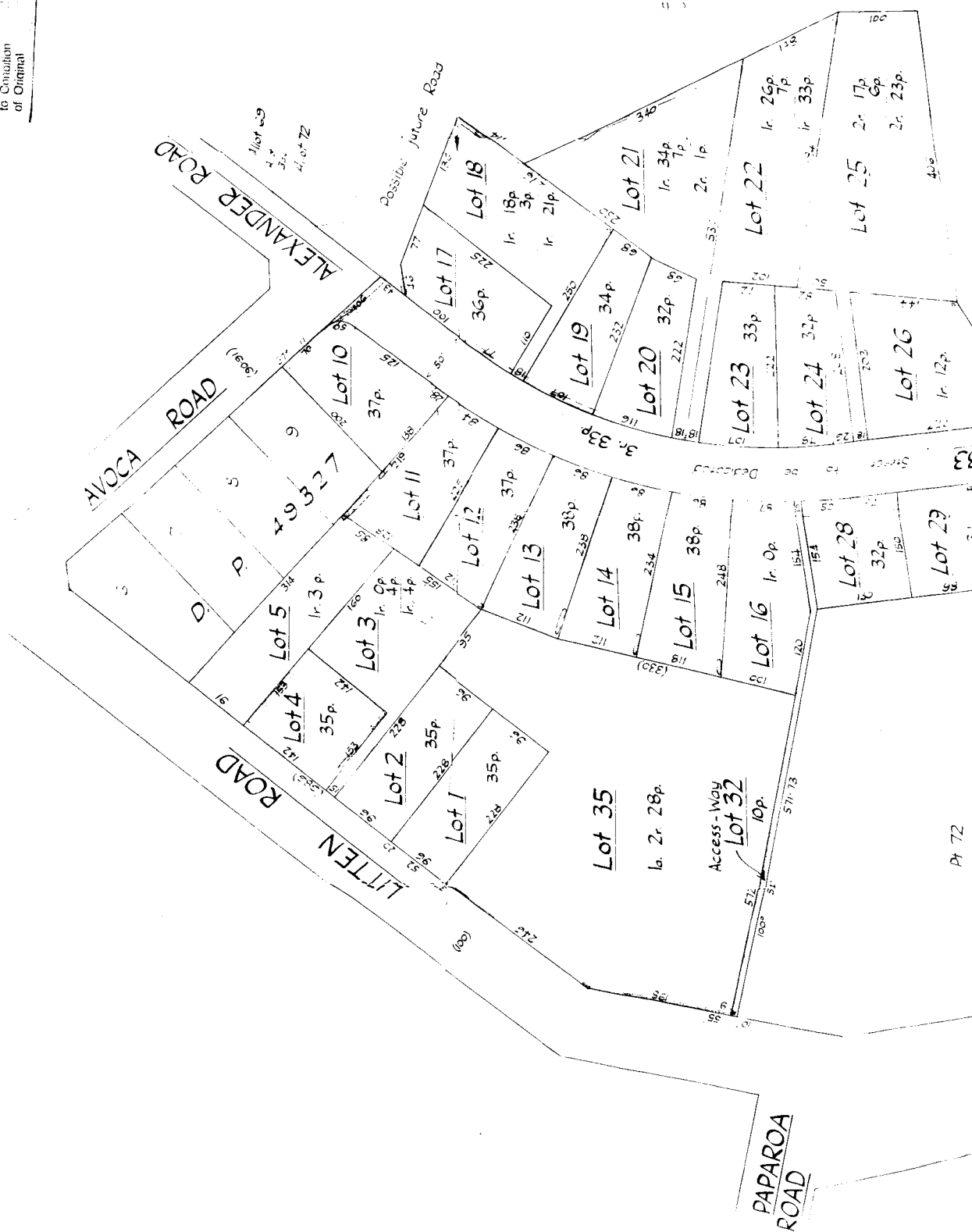
2697

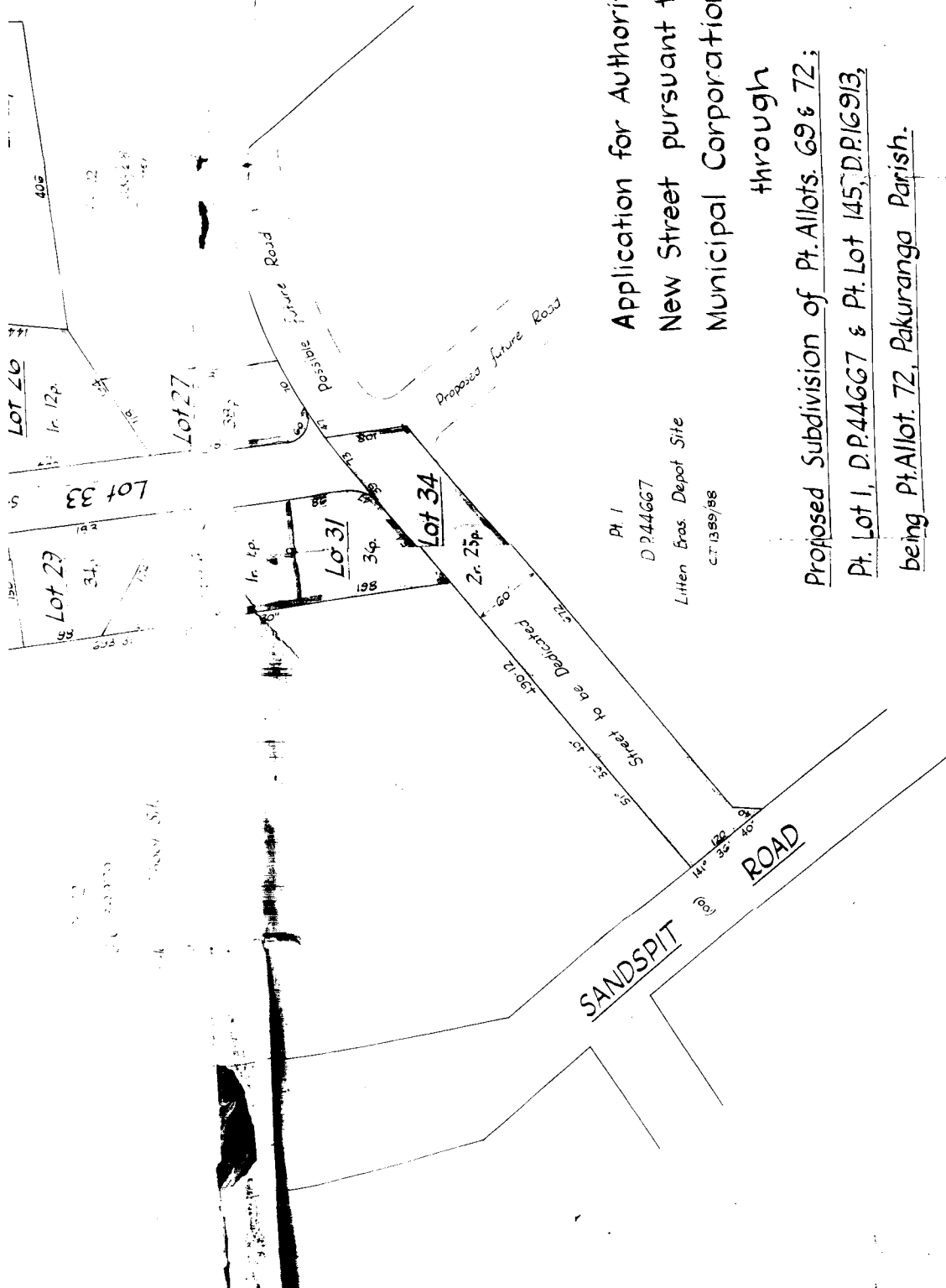
OF THE BOROUGH

W. A. S. Stevenson
 6/6

K 115716 BLR

Image Quality due
to Condition
of Original





Application for Authority to Lay-off
New Street pursuant to Sec. 18G
Municipal Corporations Act 1954.

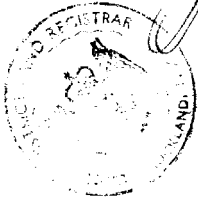
through
Proposed Subdivision of Pt. Allots. 69 & 72;
Pt. Lot 1, D.P.44667 & Pt. Lot 145, D.P.16913,
being Pt. Allot. 72, Pakuranga Parish.

Comprised in CT.415/47 & 1336/68 - J.C. Litten.
& CT.1389/88 - Litten Bros Ltd.
Hawick Borough Council
Scale 1 chain to an inch.

JACKMAN & GUNMAN
1954

K 115713

415/47, 765/249, 1386/68, 1389/88
2nd 27 of August, 1963, at
159 @'clock



Malcolmson
Assistant Land Registrar
AUCKLAND

XRP_0031542

Recorded on R2645, R2677
O.P. 16715 - O.P. 44647, P.O. 15167,
73
27.8.62.

14960
27 971

XRP_0044142

LAI

27 AUG 1963

513



PAPAROA ROAD

la. 2r. 28p.

Access-Way
Lot 32
10p.

Pt. 72
S.O. 38979

Cockle Bay School Site

K115716
BLR

SANDSPIT ROAD

ROAD

Lot 15

Lot 16

Lot 28

Lot 29

Lot 30

Lot 31

Lot 34

Lot 20

Lot 23

Lot 24

Lot 26

Lot 27

Lot 33

Street to be Dedicated

Pt. 1

D.P. 44667

Litten Bros Depot Site

CT 1389/88

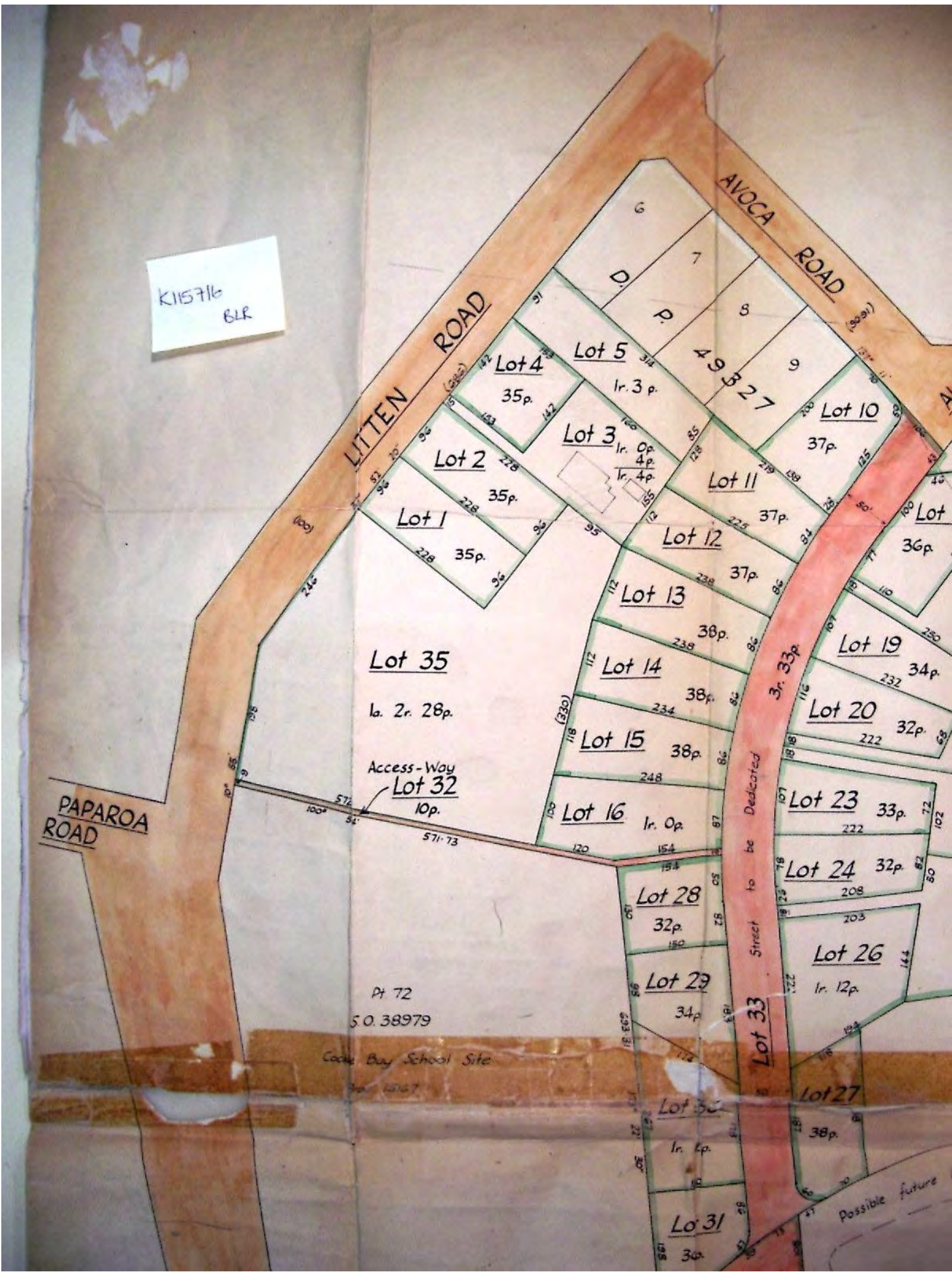
Proposed Subdivision of
Pt. Lot 1, D.P. 44667 & Pt.
being Pt. Allot. 72, Pakuranga

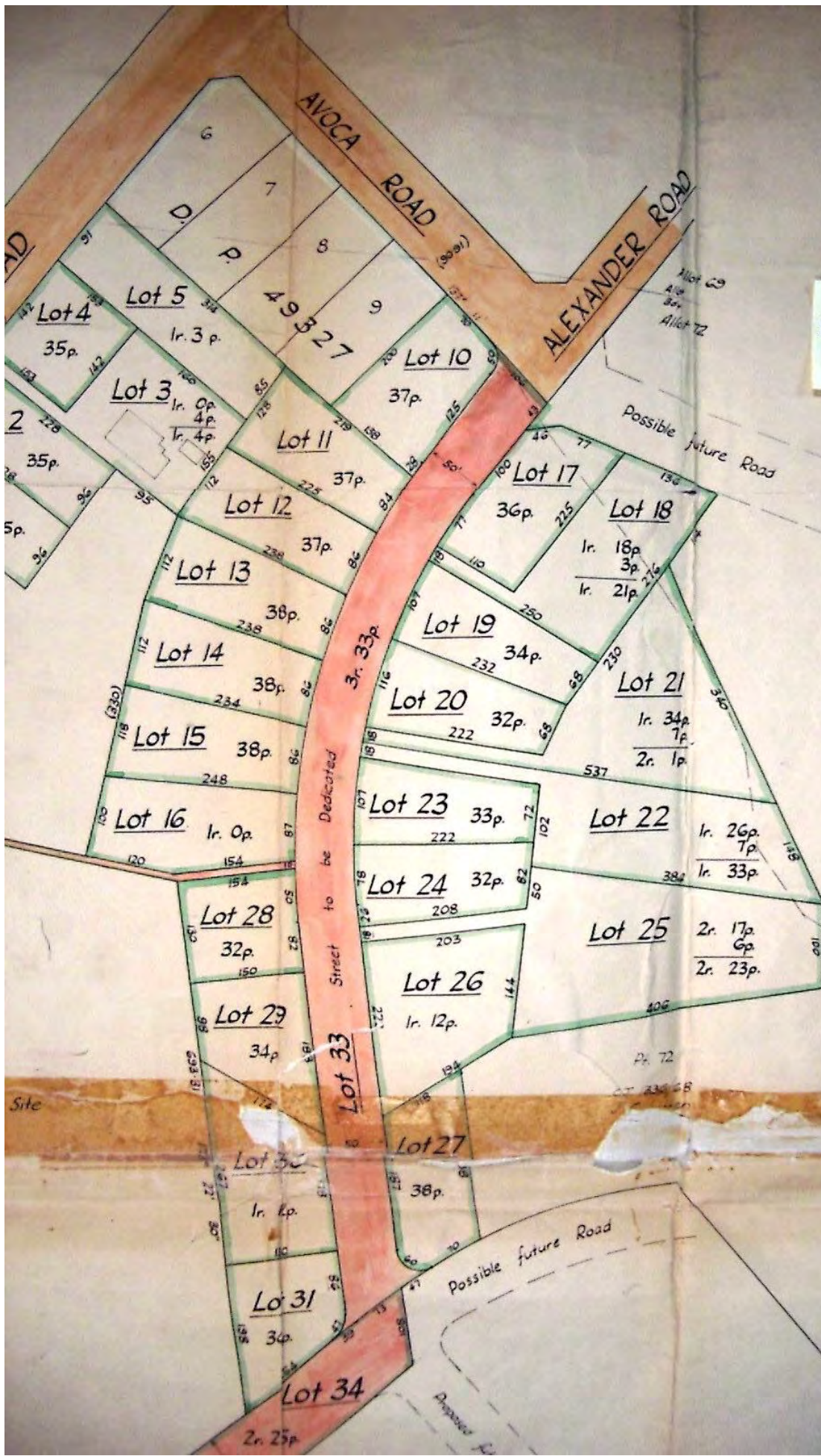
Comprised in CT 415/47 & 1336/47
& CT 1389/88 - Litten Bros.

Howick Borough Council

Scale: 1 chain to an inch

K115716
BLR

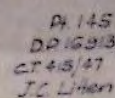




K115716
BLR

Pl. 145
D.P. 16913
C.T. 415/47
J.C. Litten

Pl. 72
C.T. 238/68



P. 72

47. 230 15

K115716

ELL

Pt. 1
D. 944667
Litten Bros. Depot Site
CT 1389/88

Application for Authority to Lay-off
New Street pursuant to Sec. 18G
Municipal Corporations Act 1954.

through

Proposed Subdivision of Pt. Allots. 69 & 72;
Pt. Lot 1, D.P.44GG7 & Pt. Lot 145, D.P.16913,
being Pt. Allot. 72, Pakuranga Parish.

Comprised in CT 415/47 & 1336/68 - J.C. Litten

RPNZ document ordering service

Document, Interest, Instrument: A93511

Property: 2 Reydon Place, Cockle Bay, Auckland - Manukau

Legal Description: Flat 1 Deposited Plan 65738 and Garage 1 Deposited Plan 65738

CoreLogic Reference: 3093718/1

Processed: 17 October 2022

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.

A 93511 BLR

HOWICK BOROUGH COUNCIL

CERTIFIED COPY OF A RESOLUTION PASSED BY WAY OF SPECIAL ORDER BY THE HOWICK BOROUGH COUNCIL AT A SPECIAL MEETING HELD ON THE 3RD DAY OF FEBRUARY 1964, DULY ADVERTISED IN THE AUCKLAND STAR ON THE 15TH DAY OF FEBRUARY 1964, AND ON THE 2ND DAY OF MARCH 1964, AND DULY CONFIRMED AT A MEETING OF THE COUNCIL HELD ON THE 9TH DAY OF MARCH 1964.

LAYING OFF OF STREET AT A WIDTH OF LESS THAN 66 FEET WIDTH

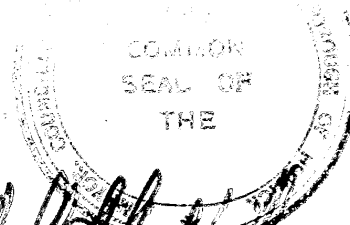
"That pursuant to Section 186 (1) (b) of the Municipal Corporations Act 1954 as amended by Section 4, of the Municipal Corporations Amendment Act 1962, the Howick Borough Council hereby resolves by way of special order to permit the laying-off of the proposed street described in the schedule hereto at a width of less than 66 feet but not less than 50 feet provided that when new buildings are erected or any buildings are rebuilt or re-erected or are substantially rebuilt or re-erected on land having a frontage to any part of the said street which has a width of less than 66 feet, no part of any such buildings shall stand within thirty-three (33) feet of the middle-line of the said street".

SCHEDULE

The proposed street in the North Auckland Land District in the Borough of Howick containing two roods twenty-one perches, being Part of Allotment 72, Parish of Pakuranga and being part of the land comprised in Certificate of Title Volume 1336 Folio 68, Auckland Registry, as the same is more particularly delineated as Lot 71 on the plan hereto annexed and thereon coloured red.

CARRIED

Given under the Common Seal of the Mayor, Councillors and Citizens of the Borough of Howick this 9th day of March 1964.



MAYOR

R. Marshall TOWN CLERK

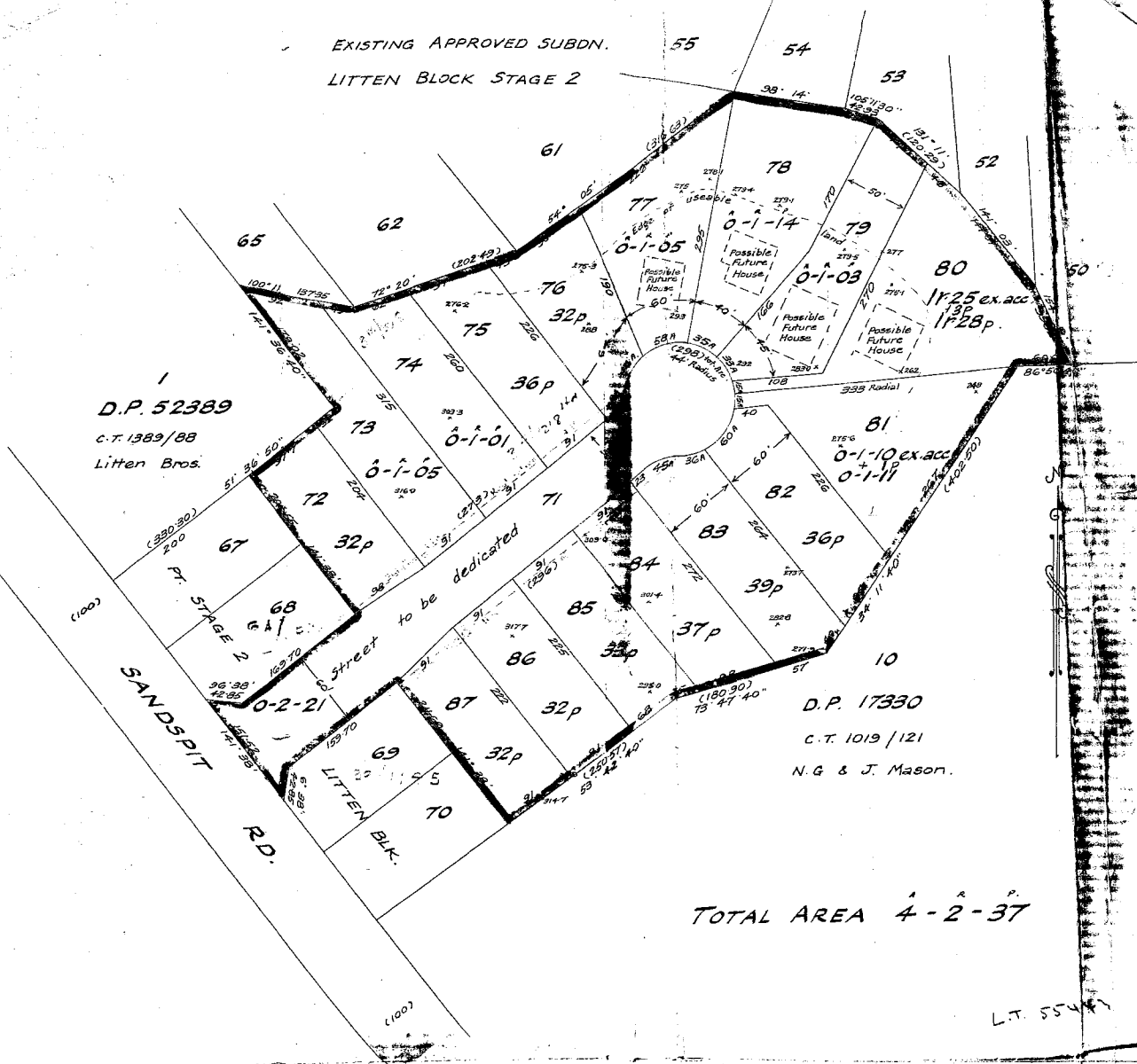
The proposed Street is contained in C.T. 30/1128
The B.L.R. affects this C.T. and C.T. 30/1128
and 6A/1322
2/16
19/16

30/1128

11222 A

A 93511 BLR

EXISTING APPROVED SUBDN.
LITTEN BLOCK STAGE 2



APPLICATION FOR AUTHORITY TO LAY OFF UNDERWIDTH STREET THROUGH
~~PLAN OF PROPOSED SUBDN. OF PT. ALLOT 72, PH. OF PAKURANGA~~

Comprised in C.T. 1336/100 1/4 2 3 B/32.8

Prepared for Messrs. Sun-Line Homes Ltd - Stage 3

Scale: 1 chain to an inch

JACKMAN, GUNMAN & GRIFFIN
Registered Surveyors
Mason Bldgs 7 Mason Ave.
22-11-63 OTAHUHU 782

A 93511

PARTICULARS ENTERED IN THE REGISTER-BOOK
VOL. 38/1218 ~~39/1145~~ 4A/1322
THE 30th DAY OF July 1965
AT 9 00 O'CLOCK.

Assistant Land Registrar
N. AMIKI AND



Recorded on 27.55442

88
74

| | |
|--------------|-------------|
| LAND & DEEDS | |
| Nature: | Warrant |
| Firm: | A. Kenge 13 |
| 30 JUL 1965 | |
| Time: | 9.00 PM |
| Fees: | £ 1.50 |
| Abstract No. | 5065 |

17

RPNZ document ordering service

Document, Interest, Instrument: A93511

Property: 4 Reydon Place, Cockle Bay, Auckland - Manukau

Legal Description: Lot 68 Deposited Plan 52881

CoreLogic Reference: 3093720/1

Processed: 17 October 2022

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.

A 93511 BLR

HOWICK BOROUGH COUNCIL

CERTIFIED COPY OF A RESOLUTION PASSED BY WAY OF SPECIAL ORDER BY THE HOWICK BOROUGH COUNCIL AT A SPECIAL MEETING HELD ON THE 3RD DAY OF FEBRUARY 1964, DULY ADVERTISED IN THE AUCKLAND STAR ON THE 15TH DAY OF FEBRUARY 1964, AND ON THE 2ND DAY OF MARCH 1964, AND DULY CONFIRMED AT A MEETING OF THE COUNCIL HELD ON THE 9TH DAY OF MARCH 1964.

LAYING OFF OF STREET AT A WIDTH OF LESS THAN 66 FEET WIDTH

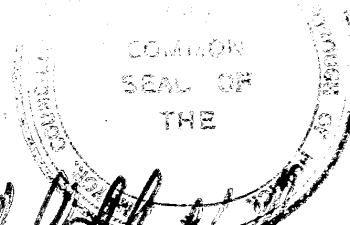
"That pursuant to Section 186 (1) (b) of the Municipal Corporations Act 1954 as amended by Section 4, of the Municipal Corporations Amendment Act 1962, the Howick Borough Council hereby resolves by way of special order to permit the laying-off of the proposed street described in the schedule hereto at a width of less than 66 feet but not less than 50 feet provided that when new buildings are erected or any buildings are rebuilt or re-erected or are substantially rebuilt or re-erected on land having a frontage to any part of the said street which has a width of less than 66 feet, no part of any such buildings shall stand within thirty-three (33) feet of the middle-line of the said street".

SCHEDULE

The proposed street in the North Auckland Land District in the Borough of Howick containing two roods twenty-one perches, being Part of Allotment 72, Parish of Pakuranga and being part of the land comprised in Certificate of Title Volume 1336 Folio 68, Auckland Registry, as the same is more particularly delineated as Lot 71 on the plan hereto annexed and thereon coloured red.

CARRIED

Given under the Common Seal of the Mayor, Councillors and Citizens of the Borough of Howick this 9th day of March 1964.



MAYOR

R. Marshall TOWN CLERK

*The proposed Street is contained in c.t. 30/11/63
The B.L.R. affects this c.t. and c.t. 30/11/63
and 6A/1322*

3A/1248

A 93511 BLR

D.P. 52389
C.T. 1389/88
Litten Bros.

D.P. 17330
C.T. 1019/121
N.G. & J. Mason.

TOTAL AREA 4^A-2^R-37^{P.}

APPLICATION FOR AUTHORITY TO LAY OFF UNDERWIDTH STREET THROUGH
~~PLAN OF PROPOSED SUBDN. OF PT. ALLOT 72, PH. OF PAKURANGA~~

Comprised in C.T. 1336/68 ^{4th} 23 B/328

Prepared for Messrs. Sun-Line Homes Ltd - Stage 3

Scale: 1 chain to an inch

JACKMAN, GUNMAN & GRIFFIN
Registered Surveyors
Mason Bldgs 7 Mason Ave.
22-11-63 OTAHUHU 782

A 93511

PARTICULARS ENTERED IN THE REGISTER-BOOK
VOL. 38/1218 ~~39/1145~~ 4A/1322
THE 30th DAY OF July 1965
AT 9 00 O'CLOCK.

Assistant Land Registrar
N. AMERIAND



Recorded on 27.55442

88
74

| | |
|--------------|-----------|
| LAND & DEEDS | |
| Nature: | 1000 |
| Firm: | A/King 13 |
| 30 JUL 1965 | |
| Time: | 9.00 AM |
| Fee: | £ 1.50 |
| Abstract No. | 5065 |

17

RPNZ document ordering service

Document, Interest, Instrument: A597445

Property: 4 Reydon Place, Cockle Bay, Auckland - Manukau

Legal Description: Lot 68 Deposited Plan 52881

CoreLogic Reference: 3093733/1

Processed: 18 October 2022

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.

AV-2 Date of Draft 28/10/71

MEMORANDUM OF LEASE No.

A597445 L

1 Full name, residence, occupation or registered office of parties

A.G. FEARSON LIMITED at Auckland

(hereinafter called "The Lessors")
being registered as proprietors of an estate in fee simple 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
Auckland Land District containing THIRTY-TWO DECIMAL SEVEN PERCHES (32.7p.)
more or less being Lot 68 Deposited Plan 52881 and being part Allotment 72 PARISH OF
PAKURANGA and being all the land comprised and described in Certificate of Title
Volume 6A Folio 1322 Auckland Registry SUBJECT TO Building Line restriction in A. 93511

per subject to lease to.

IN CONSIDERATION of the rent hereinafter reserved and of the covenants conditions and agreements on the part of the Lessee herein expressed or implied to be paid performed observed and fulfilled the Lessors DO HEREBY LEASE UNTO

DONALD GEORGE FEARSON of Howick, Builder

(hereinafter called "the Lessee") all that the flat numbered Flat 2 Garage 2
(hereinafter called "the flat") more particularly shown on Deposited Plan No. 65738 being part of the building
(hereinafter called "the said building") erected on the said land
TO BE HELD by the Lessee as tenant for a period of nine hundred and ninety-nine (999) years as from and including the
28th day of October 1971 at the rental of ten cents per annum payable in advance in each year throughout the term hereby created SUBJECT to the following conditions and provisions that is to say:—

The Lessee DOTH HEREBY COVENANT with the Lessors:—

Pay rent

1. TO pay the rent in the manner and at the times hereinbefore provided.

Pay share of following payments

2. THE Lessee will upon demand in writing by the Lessors or their duly authorised agent pay to the Lessors a "proportionate share" of the cost of the following payments for repairs maintenance and other charges incurred or to be incurred in respect of the said land and the said buildings:

- (a) General rates and other levies assessed on the said land and the said building
- (b) Fire insurance premiums assessed on the said building
- (c) Repairs to or reconstruction of all electrical and plumbing equipment, drains and other amenities serving the said building as a whole
- (d) Repairs to or reconstruction of the roof spouting and downpipes of the said building
- (e) Charges for any exterior decoration or exterior cleaning of the walls doors windows roof and plumbing fittings of the said building
- (f) Charges for all structural repairs and maintenance necessary to the walls framework or foundations of the said building
- (g) Charges for care and maintenance of the grounds paths fences gates and other amenities surrounding the said building
- (h) Provision for a general reserve fund to meet contingent repairs and maintenance
- (i) Provision for and charges for the payment performance and observance of all moneys covenants and conditions to be paid performed and observed in respect of any mortgage or mortgages or charge or charges now or at any time hereafter raised by the Lessors jointly and secured upon the whole of the said piece of land of which the Lessors are registered as proprietors as aforesaid but nothing herein contained or implied shall have any reference or application to any mortgage or charge raised by any one or more of the Lessors affecting the individual estate and interest of each such Lessor or Lessors individually
- (j) All other expenses in respect of the said land and building jointly incurred by the Lessors and not relating solely to any particular flat in the said building.

To whom payable

All moneys payable under this clause shall be payable to the person appointed by the Lessors or a majority of them pursuant to Clause 19 hereof as the agent of the Lessors for the purpose of receiving and disbursing or applying the same for the foregoing purposes.

If payment not made

AND in default of payment thereof by the Lessee the Lessors shall be entitled to demand interest on the amount or amounts owing at a rate being one per cent. in excess of the average rate charged from time to time by Trading Banks on account current which is overdrawn from the date when payment should have been made but such demand shall be without prejudice to the rights of the Lessors under this lease PROVIDED ALWAYS that if any general rates and other levies fire insurances or other outgoings are hereafter assessed levied and demanded in respect of the said flat as a separate dwelling or interest in the said land then the same shall be paid by the Lessee.

Residential purposes only — no pets

3. THAT the Lessee shall use the flat for residential purposes only and shall not bring into or keep in the flat any cat, dog, birds or other pet which may unreasonably interfere with the quiet enjoyment of the other Lessees of the said building or which may create a nuisance.

Not create fire hazard

4. THAT the Lessee shall not bring into or keep in the flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insurance of the said building or which may make void or voidable any such policy of insurance. The Lessee shall comply with all statutes regulations and by-laws of any local authority insofar as they affect the use of the flat by the Lessee.

Maintain interior

5. THE Lessee shall at his own cost keep and maintain the interior of the flat including the doors windows electrical and plumbing apparatus and all fittings of any kind in good order and condition.

Keep clear of rubbish

6. THE Lessee will not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the Lessors or a majority of them.

Not cause nuisance

7. THE Lessee will not use the flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance within the flat which may be likely to cause a nuisance or an annoyance to the Lessors or occupants of any of the other flats in the said building.

Right to inspect

8. THAT the Lessee will permit the Lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the same.

No structural alterations

9. THAT the Lessee will not without the consent in writing of the Lessors or a majority of them for that purpose on every occasion first had and obtained make any structural alterations to the flat or to any partition walls therein or to any passageway or stairways leading thereto nor take any action which might constitute danger or risk to the said building AND will at all times indemnify the Lessors and the Lessees of the other flat/s in the said building against any loss or damage caused by or through the carrying out of any structural alterations or the taking of such action.

Pay electricity, etc.

10. THE Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the flat.

AND THE LESSORS DO AND EACH OF THEM DO TH HEREBY COVENANT with the Lessee as follows : -

Lessee's right to exclusive occupation

11. THE Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the flat without any interruption by the Lessors or any person claiming under them together with the use in common with the other Lessees of flats in the said building of the drives paths and grounds on the said land and of any stairways, balconies and verandahs in the said building for access only to and from such flats.

Lessors to insure

12. THAT the Lessors shall insure the said building against fire and earthquake to its full insurable value and will take out a replacement policy and will pay all insurance premiums on any such policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said building each Lessee holds as tenant PROVIDED that all such separate policies shall be effected with the one company.

Repair exterior and roof

13. THAT the Lessors will keep the exterior and roof of the said building in a good state of repair and will at all times cause the said land and the said building and the services and amenities serving the same to be managed and maintained at a high standard and will from time to time as when and so often as the same respectively shall become necessary or desirable execute and do the works and things and (subject to payment thereof by the Lessees as provided in Clause 2 hereof) duly and punctually pay the costs charges expenses and outgoings specified and referred to in the said Clause 2 and will apply and deal with the said contributions to reserve fund as the Lessees or a majority of them shall from time to time resolve or direct PROVIDED that in the performance of the covenants of this present clause the Lessors shall have the right at all reasonable times in the daytime and after giving reasonable notice to the Lessee by their agents servants contractors and workmen to enter inspect and if necessary or desirable so to do to execute and do such of the said works and things as may be required to be executed and done in or from the interior of the flat PROVIDED FURTHER AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that in the event of any such work or thing being rendered necessary by the wilful act neglect or negligence of the Lessee or of any person being a licensee or invitee of the Lessee the cost and expense thereof shall be borne solely by the Lessee.

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE : -

Retain ownership of freehold

14. (a) IT is a condition of this lease that the Lessee shall at all material times remain owner as proprietor of an undivided proportionate share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee unless by these presents expressly authorised so to do shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned and occupied by the same person then this lease shall be immediately determined without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed.
- (b) NOTWITHSTANDING any rule of law to the contrary the transfer by the Lessee of his interest hereunder shall operate as a release of the Lessee from liability hereunder provided that
- (i) The transferee of the Lessee's interest hereunder shall contemporaneously with the grant of such transfer have vested in him the legal and beneficial ownership of the proportionate share in the fee simple at the time owned by the Lessee, and
- (ii) Such transfer shall not release the Lessee from any antecedent liability hereunder.

Lessors' right to terminate lease if breach

15. IF and whenever there shall be any breach or non-observance or non-performance of any covenant condition or agreement on the part of the Lessee contained or implied of which the Lessors shall have given to the Lessee twenty-eight days' notice in writing thereof and calling upon him to remedy such breach non-observance or non-performance and if after the expiration of the said notice the Lessee shall fail to remedy such breach non-observance or non-performance it shall be lawful for the Lessors forthwith or any time thereafter to re-enter upon and take possession of the flat or any part thereof in the name of the whole whereupon the term hereby created shall absolutely cease and determine.

Fire or earthquake

16. THAT in the event of any flat or flats being partially or wholly damaged or destroyed by fire or earthquake during the term hereby created all moneys received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said flat or flats and making good the loss or damage in respect of which the said insurance moneys shall have become payable and in the event of the moneys received under and by virtue of the said policy of insurance being insufficient to reinstate the said flat or flats so damaged or destroyed such insufficiency shall be borne by the Lessors in the proportion in which they respectively own the fee simple of the above described land provided that if the fire was caused by the negligence of one or more of the Lessors that party or parties shall bear such insufficiency PROVIDED FURTHER that if the Lessees of each separate flat shall have effected separate insurance as provided in Clause 12 hereof each Lessee shall expend the insurance moneys received by him in reinstatement and making good as aforesaid the damage to his own flat and shall bear any insufficiency himself.

Water damage

17. THE Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the flat or by rainwater entering the flat.

Arbitration

18. THAT if any question or difference whatsoever shall arise between the parties to this lease or their respective representatives or assigns or between one of the parties hereto and representatives of the others of them touching these presents or any clause or anything herein contained or the construction hereof as to matter in any way connected with or arising out of these presents or the operations thereof or the rights duties or liabilities of any party in connection with the premises then and in every case except where the question or difference arises from the observation of the procedure set forth in Clause 20 hereof the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.

AND IT IS HEREBY AGREED BY AND BETWEEN the Lessors and each of them : -

Appoint agent

19. THAT the Lessors or a majority of them shall from time to time appoint one of their number or any other person or incorporated body as an agent (hereinafter called "the Agent") for the purposes of receiving, disbursing and applying moneys under Clause 2 hereof and for the purposes specified in Clause 20 hereof and for such other purposes as they shall from time to time determine.

If three or more Lessors - procedure to make decision

20. (1) THAT if the Lessors shall be more than two in number then and in such case in the event of any one or more (being fewer than all) of them desiring or proposing that any act matter or thing be done by the Lessors which the Lessors are empowered or required to do whether under these presents or as Lessees of the said land or Lessors of the said building or which may be considered to be necessary or desirable for the efficient and harmonious administration of the said land and/or the said building the following procedure shall be observed :
- (a) Such proposing Lessor or Lessors shall give notice in writing setting out the proposed action and shall serve a copy thereof upon each of the other Lessors (and upon the Agent if the Agent be not a Lessor);
- (b) Each of the Lessors so served as aforesaid shall within seven days next after such service give notice to the Agent in writing of his/her approval or otherwise of the proposed action. (The notice of the proposing Lessor or Lessors under paragraph (a) hereto shall constitute his/her/their approval for the purposes of this present paragraph);
- (c) Any Lessor who shall neglect or fail within the period aforesaid to give notice of his/her disapproval of the proposed action shall be deemed to have approved thereof;
- (d) If all the Lessors shall signify their approval as aforesaid the proposed action shall forthwith thereafter be carried into effect;
- (e) If fewer than all but being a majority (as hereinbefore defined) of the Lessors shall signify their approval as aforesaid the Agent shall forthwith give notice in writing to all the Lessors of the majority decision and the proposed action may thereafter be carried into effect in the name of and so as to bind all the Lessors notwithstanding that one or more (being fewer than the majority) of them shall not have signified his/her/their approval as aforesaid;
- (f) If a majority of the Lessors shall within the period aforesaid notify their disapproval of the proposed action or if the Lessors shall be unable to arrive at a majority decision by the means aforesaid then the proposed action shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by the approving Lessors and the other by the non-approving Lessors) or their umpire in accordance with the provisions of the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.
- (g) If no person be appointed as the Agent then
- (i) the notice to be given to the Agent under subclause (b) of this clause shall in lieu thereof be given to all the other Lessors and
- (ii) the notice to be given by the Agent under subclause (e) of this clause shall be given by or on behalf of the Lessors approving of the proposed action to all the other Lessors.

If two Lessors disagree

(2) If the Lessors shall be only two in number any proposed action on which they shall fail to agree shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by each party) or their umpire in accordance with the provisions of the Arbitration Act.

22. The Lessee shall have the right to let the flat to a reputable tenant for any reasonable period when the Lessee cannot personally occupy the same or it is for a good and sufficient reason inconvenient for the Lessee so to do PROVIDED THAT the Lessee shall ensure that such tenant shall be so bound as to protect all rights under this lease and the Lessee shall take all reasonable steps to enforce such rights.

AND it is hereby covenanted by and between the Lessors and each of them and by and between the Lessors and the Lessee:

Right to sell Lessee's flat

21. (a) THE Lessee hereby covenants that he will obey and carry out any such notice in terms of Clause 20 hereof as aforesaid and in the event of the Lessee neglecting or failing to carry out perform observe or pay any act matter thing or moneys in strict compliance with the terms of any such notice in terms of Clause 20 hereof within seven (7) days of the date specified in such notice for the due carrying out performance observance or payment as aforesaid (or in the event of no date being specified in such notice then within seven (7) days of the date of the receipt of such notice by the Lessee) and/or in the event of this lease being determined or becoming determinable for a period of seven (7) days then the Lessee doth hereby irrevocably appoint the Lessors or such of them as shall then be willing and able to act as the Lessee's attorneys upon such Lessors thereupon electing so to act and serving written notice in that behalf upon the Lessee to be the true and lawful attorneys of the Lessee for him and in his name and on his behalf to ask demand sue for recover and receive all or any sum or sums of money due to or become due to the Lessee touching any matter herein contained or implied to demand enforce and procure compliance with and observance of all covenants conditions and provisions herein contained or implied to pursue and exercise all remedies and powers herein contained or implied to dispose of the Lessee's said interest in the fee simple of the said land and in and under the lease hereby created either by public auction or by private contract and either for cash or upon terms and for such purposes to sign make execute complete deliver stamp and register all the necessary instruments, deeds, documents and writings of every description as fully and effectually as if the Lessee were personally present and acting therein PROVIDED THAT the Lessors as attorneys for the Lessee shall first obtain the report of a registered valuer as to the fair market value of the Lessor's said interest in the fee simple and in and under the lease hereby created but shall not however be bound to sell at such valuation and shall not be liable to the Lessee for selling at a price less than such valuation PROVIDED THAT they have made every reasonable endeavour to obtain a price equivalent to the said valuation PROVIDED THAT the Lessors shall not be bound to take any steps hereby empowered nor shall the Lessors be responsible for any involuntary loss arising upon the pursuit or exercise of any remedies or powers hereunder and PROVIDED FURTHER that no person or persons corporation or corporations or authority or authorities dealing with the Lessors as attorneys for the Lessee shall be concerned to see or enquire as to the propriety or expediency of any act deed matter or thing which the Lessors as attorneys of the Lessee may do or perform or purport to do or perform or agree to do or perform in the name of the Lessee by virtue of the foregoing provisions AND PROVIDED THAT and the foregoing is subject to the condition that in every case before the power of attorney granted by this clause can be exercised to dispose of any party's interest in the said fee simple a further notice in writing must be served on such party giving him or her twenty-eight days to request that the matter be referred to arbitration. If such party refuses or neglects within such twenty-eight days to reply in writing requesting reference to arbitration then the said power of attorney may be exercised forthwith but otherwise the matter shall be referred to arbitration in all respects as if a majority decision could not be reached pursuant to the preceding clause. The net proceeds of any sale of the Lessee's interest pursuant to this clause shall after payment of all expenses whatsoever incurred by the Lessors in any way arising out of the determination of this Lease and/or the said sale or in any way relating thereto shall be held by the Lessors in trust for the Lessee.

Notices

(b) IT IS further mutually agreed and declared and covenanted that any notice required to be given or served touching anything contained or implied in this Lease shall be deemed to have been validly and effectually given and/or served in full compliance with the terms and conditions of this Lease if such notice or notices shall have been given or served upon the party or parties concerned either personally or by leaving the same at or posting the same to the last known place of abode or address of such party or parties and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof or by affixing the same to the premises demised by the Lessors hereof to the party or parties concerned (being part of the said building) by securely affixing the same to the main or front door exterior thereof and service shall be deemed to have been effected on the day after affixing thereof as aforesaid.

Sale pursuant to Clause 21 (a)

(c) IF the Lessors shall effect a sale on terms pursuant to Clause 21 (a) hereof then such terms shall require payment in cash of not less than one-third of the total price and the securing of the balance upon first mortgage of the said fee simple and the said interest in and under this lease such mortgage being in terms as are then current for first mortgage and trustee investments made by solicitors in the District in which the property is situated.

Right to sub-let

22. ~~THE Lessee shall have the right to let the flat to a reputable tenant and also to permit the occupation of the flat by any person or persons in whom any right to occupy the flat is vested by any will, instrument of trust, or Court Order or agreement for sale and purchase PROVIDED THAT the Lessee shall ensure that such tenant or such person or persons shall be so bound as to protect all rights under this lease and the Lessee shall take all reasonable steps to enforce such rights.~~

No merger

23. THE parties agree that there shall be no merger in the event of the Lessee acquiring or remaining a proprietor of a freehold estate in the said land.

Interpretation

24. (1) THAT wherever used in these presents—
(a) The expression "the Lessors" shall extend to signify include and bind the person/s executing these presents as Lessors and all the Lessors for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessor.
(b) The expression "the Lessee" shall extend to signify include and bind the person/s executing these presents as Lessee and all Lessees for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessee.
(c) The expressions "majority of the Lessors" and "majority of them" shall each mean any number of Lessors for the time being who and/or whose personal representatives together own more than an undivided one-half share of or interest in the fee simple and the expression "a majority decision" shall mean a decision of the majority of the Lessors as so defined.
(d) The term "proportionate share" shall be deemed to mean "one half share".
(e) The sub-headings and marginal notes do not affect the construction of these presents.
(f) Words importing one gender include the other genders as the case may require.
(g) Words importing the singular or plural number include the plural and singular number respectively.
(2) THESE presents shall be considered as always speaking and whenever any matter or thing is expressed in the present tense the same shall be applied to the circumstances as they arise, so that effect may be given to these presents and every part thereof according to their spirit, true intent and meaning.

The following are usually acceptable to the D.L.R. as witnesses without further proof:

- (A) Justice of the Peace (adding after his signature "J.P.")
- (B) Postmaster (adding after his signature his occupation address and his official stamp)
- (C) Land Transfer Officer
- (D) Clergyman (but not in South Auckland Land Registration District)
- (E) Licensed Land Broker
- (F) Solicitor
- (G) Notary Public
- (H) Law Clerk (adding after his signature "Law Clerk to Messrs. A.B. & Co., Christchurch" or to like effect)

IF A CORPORATION:
The Seal must be affixed and witnessed pursuant to regulations of Corporation, above witnesses not required.

The abovenamed Lessee DOTH HEREBY ACCEPT this lease of the flat to be held by him as tenant and subject to the conditions restrictions and covenants above set forth.

DATED this 28th day of Oct 19 71.

THE COMMON SEAL OF A.G. FREARSON LIMITED

~~Signature of the abovenamed~~
as Lessor was hereunto affixed in the presence of:-

~~Witness's Signature~~

Witness's Signature *Donald George*

Occupation *Donald George*

Address *Wellington*

Signed by the abovenamed DONALD GEORGE

FREARSON

as Lessee in the presence of:

Witness's Signature *Mr. Campbell*

Occupation *Shilton*

Address *Wellington*



Donald George

Mr. Campbell

Shilton

Wellington

14
No. A597445

21/6/68

Correct for the purposes of the Land Transfer Act.

LEASE of FLAT 2 GARAGE 2

M. Langley

(Solicitor for) the Lessee.

A.G. FREARSON LIMITED Lessor

DONALD GEORGE FREARSON Lessee

Particulars entered in the Register-book

Vol. *6A* Folio *1322*

the *8th* *Nov.* *1971*

at *9.00* o'clock

M. Mills
~~District~~ Land Registrar
Assistant
of the District of *N.A.*



Composite Certificate of Title issued
Register *21/6/68*
Including *1/2* share in fee simple.

REGISTERED IN TRIPLICATE

3F
HESKETH & RICHMOND,
SOLICITORS,
AUCKLAND.

Avon Publishing, P.O. Box 736, Auckland.

| | |
|--------------|---------------------|
| LAND & DEEDS | |
| FILE | <i>Hesketh R.L.</i> |
| DATE | 8 NOV 1971 |
| TIME | 9.00 |
| ROOM | 21 - |
| Index No. | 57101 |

LT4b



RPNZ document ordering service

Document, Interest, Instrument: A597444

Property: 4 Reydon Place, Cockle Bay, Auckland - Manukau

Legal Description: Lot 68 Deposited Plan 52881

CoreLogic Reference: 3093734/1

Processed: 18 October 2022

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.

MEMORANDUM OF LEASE No.

1 Full name, residence, occupation or registered office of parties

A.G. FREARSON LIMITED at Auckland ✓

(hereinafter called "The Lessors")

being registered as proprietors of an estate in fee simple 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 _____
Auckland Land District containing THIRTY-TWO DECIMAL SEVEN PERCHES (32.7p)
more or less being Lot 68 Deposited Plan 52881 and being part Allotment 72 PARISH OF PAKURANGA
and being all the land comprised and described in Certificate of Title Volume 6A/1322 Auckland
Registry Subject to building line restriction in A.93511.

IN CONSIDERATION of the rent hereinafter reserved and of the covenants conditions and agreements on the part of the Lessee herein expressed or implied to be paid performed observed and fulfilled the Lessors DO HEREBY LEASE UNTO

1 DONALD GEORGE FREARSON of Howick, Builder

(hereinafter called "the Lessee") all that the flat numbered Flat 1 and Garage 1
(hereinafter called "the flat") more particularly shown on Deposited Plan No. 65738 being part of the building
(hereinafter called "the said building") erected on the said land
TO BE HELD by the Lessee as tenant for a period of nine hundred and ninety-nine (999) years as from and including the
28th day of October 1971 at the rental of ten cents per annum payable in advance in each
year throughout the term hereby created SUBJECT to the following conditions and provisions that is to say:—

The Lessee DOTH HEREBY COVENANT with the Lessors:—

Pay rent

1. TO pay the rent in the manner and at the times hereinbefore provided.

Pay share of following payments

2. THE Lessee will upon demand in writing by the Lessors or their duly authorised agent pay to the Lessors a "proportionate share" of the cost of the following payments for repairs maintenance and other charges incurred or to be incurred in respect of the said land and the said buildings:—

- (a) General rates and other levies assessed on the said land and the said building
- (b) Fire insurance premiums assessed on the said building
- (c) Repairs to or reconstruction of all electrical and plumbing equipment, drains and other amenities serving the said building as a whole
- (d) Repairs to or reconstruction of the roof spouting and downpipes of the said building
- (e) Charges for any exterior decoration or exterior cleaning of the walls doors windows roof and plumbing fittings of the said building
- (f) Charges for all structural repairs and maintenance necessary to the walls framework or foundations of the said building
- (g) Charges for care and maintenance of the grounds paths fences gates and other amenities surrounding the said building
- (h) Provision for a general reserve fund to meet contingent repairs and maintenance
- (i) Provision for and charges for the payment performance and observance of all moneys covenants and conditions to be paid performed and observed in respect of any mortgage or mortgages or charge or charges now or at any time hereafter raised by the Lessors jointly and secured upon the whole of the said piece of land of which the Lessors are registered as proprietors as aforesaid but nothing herein contained or implied shall have any reference or application to any mortgage or charge raised by any one or more of the Lessors affecting the individual estate and interest of each such Lessor or Lessors individually
- (j) All other expenses in respect of the said land and building jointly incurred by the Lessors and not relating solely to any particular flat in the said building.

To whom payable

All moneys payable under this clause shall be payable to the person appointed by the Lessors or a majority of them pursuant to Clause 19 hereof as the agent of the Lessors for the purpose of receiving and disbursing or applying the same for the foregoing purposes.

If payment not made

AND in default of payment thereof by the Lessee the Lessors shall be entitled to demand interest on the amount or amounts owing at a rate being one per cent. in excess of the average rate charged from time to time by Trading Banks on account current which is overdrawn from the date when payment should have been made but such demand shall be without prejudice to the rights of the Lessors under this lease PROVIDED ALWAYS that if any general rates and other levies fire insurances or other outgoings are hereafter assessed levied and demanded in respect of the said flat as a separate dwelling or interest in the said land then the same shall be paid by the Lessee.

Residential purposes only — no pets

3. THAT the Lessee shall use the flat for residential purposes only and shall not bring into or keep in the flat any cat, dog, birds or other pet which may unreasonably interfere with the quiet enjoyment of the other Lessees of the said building or which may create a nuisance.

Not create fire hazard

4. THAT the Lessee shall not bring into or keep in the flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insurance of the said building or which may make void or voidable any such policy of insurance. The Lessee shall comply with all statutes regulations and by-laws of any local authority insofar as they affect the use of the flat by the Lessee.

Maintain interior

5. THE Lessee shall at his own cost keep and maintain the interior of the flat including the doors windows electrical and plumbing apparatus and all fittings of any kind in good order and condition.

Keep clear of rubbish

6. THE Lessee will not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the Lessors or a majority of them.

Not cause nuisance

7. THE Lessee will not use the flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance within the flat which may be likely to cause a nuisance or an annoyance to the Lessors or occupants of any of the other flats in the said building.

Right to inspect

8. THAT the Lessee will permit the Lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the same.

No structural alterations

9. THAT the Lessee will not without the consent in writing of the Lessors or a majority of them for that purpose on every occasion first had and obtained make any structural alterations to the flat or to any partition walls therein or to any passageway or stairways leading thereto nor take any action which might constitute danger or risk to the said building AND will at all times indemnify the Lessors and the Lessees of the other flat/s in the said building against any loss or damage caused by or through the carrying out of any structural alterations or the taking of such action.

Pay electricity, etc.

10. THE Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the flat.

AND THE LESSORS DO AND EACH OF THEM DOETH HEREBY COVENANT with the Lessee as follows : -

Lessee's right to exclusive occupation

11. THE Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the flat without any interruption by the Lessors or any person claiming under them together with the use in common with the other Lessees of flats in the said building of the drives paths and grounds on the said land and of any stairways, balconies and verandahs in the said building for access only to and from such flats.

Lessors to insure

12. THAT the Lessors shall insure the said building against fire and earthquake to its full insurable value and will take out a replacement policy and will pay all insurance premiums on any such policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said building each Lessee holds as tenant PROVIDED that all such separate policies shall be effected with the one company.

Repair exterior and roof

13. THAT the Lessors will keep the exterior and roof of the said building in a good state of repair and will at all times cause the said land and the said building and the services and amenities serving the same to be managed and maintained at a high standard and will from time to time as when and so often as the same respectively shall become necessary or desirable execute and do the works and things and (subject to payment thereof by the Lessees as provided in Clause 2 hereof) duly and punctually pay the costs charges expenses and outgoings specified and referred to in the said Clause 2 and will apply and deal with the said contributions to reserve fund as the Lessees or a majority of them shall from time to time resolve or direct PROVIDED that in the performance of the covenants of this present clause the Lessors shall have the right at all reasonable times in the daytime and after giving reasonable notice to the Lessee by their agents servants contractors and workmen to enter inspect and if necessary or desirable so to do to execute and do such of the said works and things as may be required to be executed and done in or from the interior of the flat PROVIDED FURTHER AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that in the event of any such work or thing being rendered necessary by the wilful act neglect or negligence of the Lessee or of any person being a licensee or invitee of the Lessee the cost and expense thereof shall be borne solely by the Lessee.

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE : -

Retain ownership of freehold

14. (a) IT is a condition of this lease that the Lessee shall at all material times remain owner as proprietor of an undivided proportionate share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee unless by these presents expressly authorised so to do shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned and occupied by the same person then this lease shall be immediately determined without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed.

(b) NOTWITHSTANDING any rule of law to the contrary the transfer by the Lessee of his interest hereunder shall operate as a release of the Lessee from liability hereunder provided that

(i) The transferee of the Lessee's interest hereunder shall contemporaneously with the grant of such transfer have vested in him the legal and beneficial ownership of the proportionate share in the fee simple at the time owned by the Lessee, and

(ii) Such transfer shall not release the Lessee from any antecedent liability hereunder.

Lessors' right to terminate lease if breach

15. IF and whenever there shall be any breach or non-observance or non-performance of any covenant condition or agreement on the part of the Lessee contained or implied of which the Lessors shall have given to the Lessee twenty-eight days' notice in writing thereof and calling upon him to remedy such breach non-observance or non-performance and if after the expiration of the said notice the Lessee shall fail to remedy such breach non-observance or non-performance it shall be lawful for the Lessors forthwith or any time thereafter to re-enter upon and take possession of the flat or any part thereof in the name of the whole whereupon the term hereby created shall absolutely cease and determine.

Fire or earthquake

16. THAT in the event of any flat or flats being partially or wholly damaged or destroyed by fire or earthquake during the term hereby created all moneys received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said flat or flats and making good the loss or damage in respect of which the said insurance moneys shall have become payable and in the event of the moneys received under and by virtue of the said policy of insurance being insufficient to reinstate the said flat or flats so damaged or destroyed such insufficiency shall be borne by the Lessors in the proportion in which they respectively own the fee simple of the above described land provided that if the fire was caused by the negligence of one or more of the Lessors that party or parties shall bear such insufficiency PROVIDED FURTHER that if the Lessees of each separate flat shall have effected separate insurance as provided in Clause 12 hereof each Lessee shall expend the insurance moneys received by him in reinstatement and making good as aforesaid the damage to his own flat and shall bear any insufficiency himself.

Water damage

17. THE Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the flat or by rainwater entering the flat.

Arbitration

18. THAT if any question or difference whatsoever shall arise between the parties to this lease or their respective representatives or assigns or between one of the parties hereto and representatives of the others of them touching these presents or any clause or anything herein contained or the construction hereof as to matter in any way connected with or arising out of these presents or the operations thereof or the rights duties or liabilities of any party in connection with the premises then and in every case except where the question or difference arises from the observation of the procedure set forth in Clause 20 hereof the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.

AND IT IS HEREBY AGREED BY AND BETWEEN the Lessors and each of them : -

Appoint agent

19. THAT the Lessors or a majority of them shall from time to time appoint one of their number or any other person or incorporated body as an agent (hereinafter called "the Agent") for the purposes of receiving, disbursing and applying moneys under Clause 2 hereof and for the purposes specified in Clause 20 hereof and for such other purposes as they shall from time to time determine.

If three or more Lessors - procedure to make decision

20. (1) THAT if the Lessors shall be more than two in number then and in such case in the event of any one or more (being fewer than all) of them desiring or proposing that any act matter or thing be done by the Lessors which the Lessors are empowered or required to do whether under these presents or as Lessees of the said land or Lessors of the said building or which may be considered to be necessary or desirable for the efficient and harmonious administration of the said land and/or the said building the following procedure shall be observed :

(a) Such proposing Lessor or Lessors shall give notice in writing setting out the proposed action and shall serve a copy thereof upon each of the other Lessors (and upon the Agent if the Agent be not a Lessor);

(b) Each of the Lessors so served as aforesaid shall within seven days next after such service give notice to the Agent in writing of his/her approval or otherwise of the proposed action. (The notice of the proposing Lessor or Lessors under paragraph (a) hereto shall constitute his/her/their approval for the purposes of this present paragraph);

(c) Any Lessor who shall neglect or fail within the period aforesaid to give notice of his/her disapproval of the proposed action shall be deemed to have approved thereof;

(d) If all the Lessors shall signify their approval as aforesaid the proposed action shall forthwith thereafter be carried into effect;

(e) If fewer than all but being a majority (as hereinbefore defined) of the Lessors shall signify their approval as aforesaid the Agent shall forthwith give notice in writing to all the Lessors of the majority decision and the proposed action may thereafter be carried into effect in the name of and so as to bind all the Lessors notwithstanding that one or more (being fewer than the majority) of them shall not have signified his/her/their approval as aforesaid;

(f) If a majority of the Lessors shall within the period aforesaid notify their disapproval of the proposed action or if the Lessors shall be unable to arrive at a majority decision by the means aforesaid then the proposed action shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by the approving Lessors and the other by the non-approving Lessors) or their umpire in accordance with the provisions of the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.

(g) If no person be appointed as the Agent then

(i) the notice to be given to the Agent under subclause (b) of this clause shall in lieu thereof be given to all the other Lessors and

(ii) the notice to be given by the Agent under subclause (e) of this clause shall be given by or on behalf of the Lessors approving of the proposed action to all the other Lessors.

If two Lessors disagree

(2) If the Lessors shall be only two in number any proposed action on which they shall fail to agree shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by each party) or their umpire in accordance with the provisions of the Arbitration Act.

22. The Lessee shall have the right to let the flat to a reputable tenant for any reasonable period when the Lessee cannot personally occupy the same or it is for a good and sufficient reason inconn-venient for the Lessee so to do PROVIDED THAT the Lessee shall ensure that such tenant shall be so bound as to protect all rights under this lease and the Lessee shall take all reasonable steps to enforce such rights.

AND it is hereby covenanted by and between the Lessors and each of them and by and between the Lessors and the Lessee:

Right to sell Lessee's flat

21. (a) THE Lessee hereby covenants that he will obey and carry out any such notice in terms of Clause 20 hereof as aforesaid and in the event of the Lessee neglecting or failing to carry out perform observe or pay any act matter thing or moneys in strict compliance with the terms of any such notice in terms of Clause 20 hereof within seven (7) days of the date specified in such notice for the due carrying out performance observance or payment as aforesaid (or in the event of no date being specified in such notice then within seven (7) days of the date of the receipt of such notice by the Lessee) and/or in the event of this lease being determined or becoming determinable for a period of seven (7) days then the Lessee doth hereby irrevocably appoint the Lessors or such of them as shall then be willing and able to act as the Lessee's attorneys upon such Lessors thereupon electing so to act and serving written notice in that behalf upon the Lessee to be the true and lawful attorneys of the Lessee for him and in his name and on his behalf to ask demand sue for recover and receive all or any sum or sums of money due to or become due to the Lessee touching any matter herein contained or implied to demand enforce and procure compliance with and observance of all covenants conditions and provisions herein contained or implied to pursue and exercise all remedies and powers herein contained or implied to dispose of the Lessee's said interest in the fee simple of the said land and in and under the lease hereby created either by public auction or by private contract and either for cash or upon terms and for such purposes to sign make execute complete deliver stamp and register all the necessary instruments, deeds, documents and writings of every description as fully and effectually as if the Lessee were personally present and acting therein PROVIDED THAT the Lessors as attorneys for the Lessee shall first obtain the report of a registered valuer as to the fair market value of the Lessor's said interest in the fee simple and in and under the lease hereby created but shall not however be bound to sell at such valuation and shall not be liable to the Lessee for selling at a price less than such valuation PROVIDED THAT they have made every reasonable endeavour to obtain a price equivalent to the said valuation PROVIDED THAT the Lessors shall not be bound to take any steps hereby empowered nor shall the Lessors be responsible for any involuntary loss arising upon the pursuit or exercise of any remedies or powers hereunder and PROVIDED FURTHER that no person or persons corporation or corporations or authority or authorities dealing with the Lessors as attorneys for the Lessee shall be concerned to see or enquire as to the propriety or expediency of any act deed matter or thing which the Lessors as attorneys of the Lessee may do or perform or purport to do or perform or agree to do or perform in the name of the Lessee by virtue of the foregoing provisions AND PROVIDED THAT and the foregoing is subject to the condition that in every case before the power of attorney granted by this clause can be exercised to dispose of any party's interest in the said fee simple a further notice in writing must be served on such party giving him or her twenty-eight days to request that the matter be referred to arbitration. If such party refuses or neglects within such twenty-eight days to reply in writing requesting reference to arbitration then the said power of attorney may be exercised forthwith but otherwise the matter shall be referred to arbitration in all respects as if a majority decision could not be reached pursuant to the preceding clause. The net proceeds of any sale of the Lessee's interest pursuant to this clause shall after payment of all expenses whatsoever incurred by the Lessors in any way arising out of the determination of this Lease and/or the said sale or in any way relating thereto shall be held by the Lessors in trust for the Lessee.

Notices

- (b) IT IS further mutually agreed and declared and covenanted that any notice required to be given or served touching anything contained or implied in this Lease shall be deemed to have been validly and effectually given and/or served in full compliance with the terms and conditions of this Lease if such notice or notices shall have been given or served upon the party or parties concerned either personally or by leaving the same at or posting the same to the last known place of abode or address of such party or parties and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof or by affixing the same to the premises demised by the Lessors hereof to the party or parties concerned (being part of the said building) by securely affixing the same to the main or front door exterior thereof and service shall be deemed to have been effected on the day after affixing thereof as aforesaid.

Sale pursuant to Clause 21 (a)

- (c) IF the Lessors shall effect a sale on terms pursuant to Clause 21 (a) hereof then such terms shall require payment in cash of not less than one-third of the total price and the securing of the balance upon first mortgage of the said fee simple and the said interest in and under this lease such mortgage being in terms as are then current for first mortgage and trustee investments made by solicitors in the District in which the property is situated.

Right to sub-let

22. ~~THE Lessee shall have the right to let the flat to a reputable tenant and also to permit the occupation of the flat by any person or persons in whom any right to occupy the flat is vested by any will, instrument of trust, or Court Order or agreement for sale and purchase PROVIDED THAT the Lessee shall ensure that such tenant or such person or persons shall be so bound as to protect all rights under this lease and the Lessee shall take all reasonable steps to enforce such rights.~~

No merger

23. THE parties agree that there shall be no merger in the event of the Lessee acquiring or remaining a proprietor of a freehold estate in the said land.

Interpretation

24. (1) THAT wherever used in these presents
- The expression "the Lessors" shall extend to signify include and bind the person/s executing these presents as Lessors and all the Lessors for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessor.
 - The expression "the Lessee" shall extend to signify include and bind the person/s executing these presents as Lessee and all Lessees for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each Lessee.
 - The expressions "majority of the Lessors" and "majority of them" shall each mean any number of Lessors for the time being who and/or whose personal representatives together own more than an undivided one-half share of or interest in the fee simple and the expression "a majority decision" shall mean a decision of the majority of the Lessors as so defined.
 - The term "proportionate share" shall be deemed to mean "one - half - share".
 - The sub-headings and marginal notes do not affect the construction of these presents.
 - Words importing one gender include the other genders as the case may require.
 - Words importing the singular or plural number include the plural and singular number respectively.
- (2) THESE presents shall be considered as always speaking and whenever any matter or thing is expressed in the present tense the same shall be applied to the circumstances as they arise, so that effect may be given to these presents and every part thereof according to their spirit, true intent and meaning.

The following are usually acceptable to the D.L.R. as witnesses without further proof:

- Justice of the Peace (adding after his signature "J.P.")
- Postmaster (adding after his signature his occupation address and his official stamp)
- Land Transfer Officer
- Clergyman (but not in South Auckland Land Registration District)
- Licensed Land Broker
- Solicitor
- Notary Public
- Law Clerk (adding after his signature "Law Clerk to Messrs. A.B. & Co., Christchurch" or to like effect)

IF A CORPORATION - The Seal must be affixed and witnessed pursuant to regulations of Corporation, above witnesses not required.

The abovenamed Lessee DOTH HEREBY ACCEPT this lease of the flat to be held by him as tenant and subject to the conditions restrictions and covenants above set forth.

DATED this 28th day of October 19 71

THE COMMON SEAL of A.G. FREARSON LIMITED

~~Signed by the abovenamed~~ as Lessors
was hereunto affixed in the presence of :-

~~as Lessors~~

Witness's Signature *Donald George*

Occupation *Director*

Address *Frearson Limited*

Signed by the abovenamed DONALD GEORGE

FREARSON

as Lessee in the presence of :

Witness's Signature *Mr. Campbell*

Occupation *Architect*

Address *Wellington*

13
21/11/627th
No. A597444

Correct for the purposes of the Land Transfer Act.

LEASE of part Allotment 72
Parish of Pakuranga

W. Baingley

(Solicitor for) the Lessee.

A.G. FREARSON LIMITED Lessor

DONALD GEORGE FREARSON Lessee

Particulars entered in the Register-book

Vol. 64 Folio 1322

the 8th Nov. 1971

at 9.00 o'clock

MR. Millar
~~Deputy~~ Land Registrar
Assistant
of the District of N.A.



Composite Certificate of Title issued
Register 211/627
Including 2 share in fee simple.

REGISTERED IN TRIPLICATE

HESKETH & RICHMOND
Solicitors
AUCKLAND

Avon Publishing, P.O. Box 736, Auckland.

| | |
|--------------|-------|
| LAND & DEEDS | |
| Nature: | |
| Time: | ✓ |
| - 8 NOV 1971 | |
| Time: | 9.00 |
| Fee: | 2 |
| Abstract No. | 57101 |

LT4b