View Instrument Details

Instrument No	10304062.8
Status	Registered
Date & Time Lodged	29 January 2016 16:13
Lodged By	Hooper, Lynette Ruth
Instrument Type	Encumbrance

Affected Computer Registers	Land District
566209	South Auckland

Annexure Schedule: Contains 4 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Carolyn Ann Cameron as Encumbrancer Representative on 14/01/2016 02:21 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Carolyn Ann Cameron as Encumbrancee Representative on 14/01/2016 02:21 PM

***** End of Report *****

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Encumbrance instrument

(Section 101 Land Transfer Act 1952)

2015/6249
APPROVED
Registrar-General of Land

Page 1 of 2 pages

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
566209	**All**	**Unit 8B and Accessory Unit 8C on Deposited Plan 447921**

Encumbrancer

FAIRVIEW ESTATE LIMITED

Encumbrancee

FAIRVIEW ESTATE MANAGEMENT LIMITED

Estate or interest to be encumbered *Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Stratum in Freehold

Encumbrance Memorandum Number *(if applicable)*

Nil

Nature of security *State whether sum of money, annuity or rentcharge and amount*

Rent charge

Encumbrance *Delete words in [ ], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the [~~above Encumbrance Memorandum~~] [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the [~~above Encumbrance Memorandum~~] [~~and~~] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this Encumbrance.

Terms

1 Length of term **See annexure schedule**

2 Payment date(s) **See annexure schedule**

3 Rate(s) of interest **See annexure schedule**

4 Event(s) in which the sum, annuity or rentcharge becomes payable
See annexure schedule

5 Event(s) in which the sum, annuity or rentcharge ceases to be payable
See annexure schedule

Covenants and conditions *Continue in Annexure Schedule(s), if required*

See annexure schedule

Modification of statutory provisions *Continue in Annexure Schedule(s), if required*

See annexure schedule

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule 2

Insert type of instrument "Mortgage", "Transfer", "Lease" etc

Encumbrance	Dated		1	of	2	pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Easement or *Profit a Prendre* Rights and Powers (including terms, covenants and conditions)":

BACKGROUND

A. The Encumbrancer is the registered proprietor of the land described on the front page of this instrument ("Land").

B. The Encumbrancee intends to operate a short stay serviced accommodation business from some of the units in the development known as Fairview Park, being the land shown on Deposited Plan 447921 (South Auckland Land Registration District).

C. The Encumbrancer has agreed not to use the Land or permit or suffer the Land to be used for the purposes of short stay serviced accommodation except where the Encumbrancer has granted a lease to the Encumbrancee for such a purpose.

D. The Encumbrancer has agreed to encumber the Land to the Encumbrancee for the better performance of the covenants contained in this Encumbrance.

COVENANTS

1. The Encumbrancer hereby encumbers the Land for the benefit of the Encumbrancee for a term of twenty (20) years calculated from the date of registration of this Instrument (or such lesser period as the Encumbrancee may at the encumbrancee's discretion determine) with an annual rent charge in respect of the Land of $5,000.00.

2. The Encumbrancer covenants for itself and its successors in title with the Encumbrancee during the term of this Encumbrance that the Encumbrancer will not use the Land for purposes of serviced short stay accommodation or any similar purpose, nor will the Encumbrancer permit or suffer the Land to be used for the purposes of serviced short stay accommodation or any similar purpose provided however that this Encumbrance shall not prevent:

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

REF: 7025-AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule 2

Insert type of instrument "Mortgage", "Transfer", "Lease" etc

Encumbrance	Dated		2	of	2	pages

(Continue in additional Annexure Schedule, if required.)

(a) the Encumbrancer entering into a residential tenancy pursuant to the Residential Tenancies Act 1985 (or any legislation passed amending or replacing that Act); or

(b) the Encumbrancer entering into a lease with the Encumbrancee or its transferee, assignee or successor in title for the purposes of providing short stay serviced accommodation.

3. Notwithstanding anything contained in clause 1 of this Encumbrance, for so long as the Encumbrancer fully complies with the terms of this Encumbrance, the rent charge reserved by this Encumbrance shall not apply.

4. Sections 203 and 205 of the Property Law Act 2007 apply to this Encumbrance, but otherwise (and without prejudice to the Encumbrancee's right of action at common law as a rent chargee), the Encumbrancee shall be entitled to none of the powers and remedies given to encumbrancees under the Land Transfer Act 1952 and the Property Law Act 2007.

5. Except where a contrary intention appears from the context references to "Encumbrancer" shall mean the initial Encumbrancer named in this Encumbrance, and any successor in title to the Land, and the terms of this Encumbrance shall bind the Encumbrancer only for so long as the Encumbrancer is registered proprietor of the Land but without prejudice to the Encumbrancee's rights and remedies against a party in respect of any unremedied breach of this Encumbrance which occurred while that party was the registered proprietor of the Land.

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

REF: 7025-AUCKLAND DISTRICT LAW SOCIETY