

# View Instrument Details



**Instrument No** 12075614.12  
**Status** Registered  
**Date & Time Lodged** 27 August 2021 13:52  
**Lodged By** Vane, Davina Lila  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
976932	Wellington
976933	Wellington
976934	Wellington
976935	Wellington
976943	Wellington
976944	Wellington
976945	Wellington
976946	Wellington
976947	Wellington
976948	Wellington
976949	Wellington
976950	Wellington
976951	Wellington
976952	Wellington
976953	Wellington
976954	Wellington
976955	Wellington
976956	Wellington
976957	Wellington
976958	Wellington
976959	Wellington
976960	Wellington
976961	Wellington
976962	Wellington
976963	Wellington

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**Annexure Schedule** Contains 5 Pages.

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## Grantor Certifications

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

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

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

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

## Signature

Signed by Grant Alister Harris as Grantor Representative on 27/08/2021 12:01 PM

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## Grantee Certifications

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

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

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

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

**Signature**

Signed by Grant Alister Harris as Grantee Representative on 27/08/2021 12:01 PM

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

Form 22

**Easement instrument to grant easement or profit à prendre**

(Section 109 Land Transfer Act 2017)

**Grantor**

**KENEPURU LP**

**Grantee**

**KENEPURU LP**

**Grant of Easement or Profit à prendre**

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or profit	Shown (plan reference) DP 557561	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Party Wall	C	Lot 174 DP 557561 (RT 976932)	Lot 175 DP 557561 (RT 976933)
	D	Lot 175 DP 557561 (RT 976933)	Lot 174 DP 557561 (RT 976932)
	E	Lot 176 DP 557561 (RT 976934)	Lot 177 DP 557561 (RT 976935)
	F	Lot 177 DP 557561 (RT 976935)	Lot 176 DP 557561 (RT 976934)
	G	Lot 214 DP 557561 (RT 976956)	Lot 215 DP 557561 (RT 976957)
	H	Lot 215 DP 557561 (RT 976957)	Lot 214 DP 557561 (RT 976956)
	I	Lot 216 DP 557561 (RT 976958)	Lot 217 DP 557561 (RT 976959)

Form L

Annexure Schedule

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*Insert instrument type*

**Easement Instrument**

Party Wall	J	Lot 217 DP 557561 (RT 976959)	Lot 216 DP 557561 (RT 976958)
	K	Lot 218 DP 557561 (RT 976960)	Lot 219 DP 557561 (RT 976961)
	L	Lot 219 DP 557561 (RT 976961)	Lot 218 DP 557561 (RT 976960)
	M	Lot 220 DP 557561 (RT 976962)	Lot 221 DP 557561 (RT 976963)
	N	Lot 221 DP 557561 (RT 976963)	Lot 220 DP 557561 (RT 976962)
	O	Lot 207 DP 557561 (RT 976949)	Lot 208 DP 557561 (RT 976950)
	P	Lot 208 DP 557561 (RT 976950)	Lot 207 DP 557561 (RT 976949)
	Q	Lot 208 DP 557561 (RT 976950)	Lot 209 DP 557561 (RT 976951)
	R	Lot 209 DP 557561 (RT 976951)	Lot 208 DP 557561 (RT 976950)
	S	Lot 209 DP 557561 (RT 976951)	Lot 210 DP 557561 (RT 976952)
	T	Lot 210 DP 557561 (RT 976952)	Lot 209 DP 557561 (RT 976951)
	U	Lot 210 DP 557561 (RT 976952)	Lot 211 DP 557561 (RT 976953)
	V	Lot 211 DP 557561 (RT 976953)	Lot 210 DP 557561 (RT 976952)
	W	Lot 211 DP 557561 (RT 976953)	Lot 212 DP 557561 (RT 976954)
X	Lot 212 DP 557561 (RT 976954)	Lot 211 DP 557561 (RT 976953)	
Y	Lot 212 DP 557561 (RT 976954)	Lot 213 DP 557561 (RT 976955)	

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Annexure Schedule

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*Insert instrument type*

**Easement Instrument**

Party Wall	Z	Lot 213 DP 557561 (RT 976955)	Lot 212 DP 557561 (RT 976954)
	BA	Lot 201 DP 557561 (RT 976943)	Lot 202 DP 557561 (RT 976944)
	BB	Lot 202 DP 557561 (RT 976944)	Lot 201 DP 557561 (RT 976943)
	BC	Lot 202 DP 557561 (RT 976944)	Lot 203 DP 557561 (RT 976945)
	BD	Lot 203 DP 557561 (RT 976945)	Lot 202 DP 557561 (RT 976944)
	BE	Lot 203 DP 557561 (RT 976945)	Lot 204 DP 557561 (RT 976946)
	BF	Lot 204 DP 557561 (RT 976946)	Lot 203 DP 557561 (RT 976945)
	BG	Lot 204 DP 557561 (RT 976946)	Lot 205 DP 557561 (RT 976947)
	BH	Lot 205 DP 557561 (RT 976947)	Lot 204 DP 557561 (RT 976946)
	BI	Lot 205 DP 557561 (RT 976947)	Lot 206 DP 557561 (RT 976948)
	BJ	Lot 206 DP 557561 (RT 976948)	Lot 205 DP 557561 (RT 976947)

Form L

Annexure Schedule

*Insert instrument type*

**Easement Instrument**

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied and added to** by:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule 1]

Form L

Annexure Schedule

Page 5 of 5 Pages

*Insert instrument type*

**Easement Instrument**

**ANNEXURE SCHEDULE 1**

**A. PARTY WALL – RIGHTS AND POWERS**

The Grantee shall have the full free uninterrupted rights and powers in respect of the party wall easement either in person or in common with their tenants engineers, contractors, surveyors, workmen, agents, servants, invitees at any time and at all times, to:

- 1) Use the party wall or any part or parts thereof including the affixing thereto of rag-bolts, corbels and other attachments or means of support as may be expedient, necessary or required to support any building erected or to be erected on the benefited land.
- 2) Effect such repairs and maintenance to the party wall as maybe necessary for the proper upkeep of the same for the purpose of a party wall.
- 3) Enter upon the burdened land as may be necessary to erect on the stipulated area a party wall of brick, stone or reinforced concrete in conformity with the then applicable by-laws of the local authority.

**B. PARTY WALL – TERM COVENANTS CONDITIONS AND RESTRICTIONS**

- 1) The Grantor and Grantee and their successors in title shall be equally responsible for carrying out in meeting the costs of the upkeep and maintenance and repair of the party walls.
- 2) Nothing herein shall prevent the excavation of the burdened land by the Grantor for the purpose of laying foundations for the erection of any future buildings or any extensions to the existing party wall on the burdened land PROVIDED THAT the Grantor will prior to the commencement of said works put in place adequate artificial means of support for existing buildings on both the burdened and benefited land both during and upon completion of the said works.
- 3) Upon the erection or replacement of any building on the benefited land the Grantee, as a condition precedent to attaching to the party wall on the burdened land, will produce to the Grantor a registered civil engineer’s certificate confirming that the party wall is structurally sufficient to support such building.
- 4) The Grantee HEREBY COVENANTS with the Grantor that:
  - a) they will erect keep and maintain in good working order and condition proper guttering for the discharge of water off any building erected or to be erected on the benefited land;
  - b) in the exercise of their rights and powers:
    - i) they will not do or suffer to be done anything which will render the wall on the burdened land unsafe or unstable; and
    - ii) they will at their own expense repair and make good in a proper and workmanlike manner all damage done to the wall on the burdened land caused by the erection, repair or maintenance of any buildings situated on the benefited land; and
    - iii) they will not call upon the registered owner of the burdened land to make any structural alterations or repairs to the wall on the burdened land merely for the purpose of supporting buildings on the benefited land.

**C. LAND TRANSFER REGULATIONS**

Paragraph 12, 13 and 14 to Schedule 5 Land Transfer Regulations 2018 shall apply to all of the above easements.