

Authority and Instruction

from Private Corporate client for an electronic transaction

(This form is approved by the New Zealand Law Society and Registrar-General of Land. For use by a non-publicly listed company, incorporated society, etc.)

1. To the firm: []

(Firm name)

2. Client: Northpower Limited

(Registered name of corporate as per Certificate of Incorporation. Referred to as 'the Client'.)

Full name of authorised signatory:

Authorised Signatory

3. Transaction:

Property address: []

Nature and date of base document: []

Instruments:

• **Covenant Instrument to note land covenant (no supply):**

Title Reference(s) []

Covenantor(s) []

Covenantee(s) Northpower Limited

4. Authority and Instruction:

I confirm that:

- a) I am properly and duly authorised by law to sign this authority on behalf of the Client
- b) this authority is binding on the Client
this form is for the transaction noted above
- d) I am 18 years of age or over
- e) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar
- f) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above
- g) as required by regulation 7 of the Land Transfer Regulations 2018 I irrevocably authorise and instruct you on behalf of the Client to register the instruments above as an electronic transaction
- h) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this authority and instruction as if such instruments had been signed by me personally on behalf of the Client, and
- i) I understand that the authorised transaction will become a matter of public record upon registration.

Signature of Authorised Signatory

Date

Each signatory named must sign personally. 'For and on behalf' is not acceptable.

5. Signatory identification:

(Tick applicable photo ID. Person confirming identity to complete. See notes to the form below.)

Passport NZ Driver NZ Firearms Other
Licence Licence Licence Photo ID

Authorised Signatory

Attach copy of photo ID used or **record** details (e.g. passport number) where copying not practicable.

I certify that:

- a) I have witnessed the signatory(s) sign this form
- b) I have sighted the original form(s) of photo ID ticked above
- c) I have attached a copy of the photo ID(s) used, and
- d) the signatory(s) appearance, name(s), and signature(s) match the signatory(s) photo ID used.

Signature of person confirming identity

Full name of person confirming identity

Occupation

Phone/Email

Address

Is this a high risk transaction?

No - The transaction does not qualify as a high risk transaction (see the notes to the form below).

Yes - Attached is a document connecting the client to the property and a file note of the steps taken to confirm identity.

Notes to the form:

1. The full legal name of the corporate as registered must be used.
2. Practitioners must comply with the Land Transfer Act 2017 and the Authority and Identity Requirements for E-Dealing Standard (see also the Authority and Identity Requirements for E-Dealing Guideline).
3. Where the person who is signing this form is doing so under a power of attorney (PoA) the authenticity of the PoA and the identity of the attorney must be confirmed.
4. Where required, attach a copy of the PoA (if it is not deposited with LINZ) and the relevant certificate of non-revocation.
5. For guidance on electronic signatures see the Authority and Identity Requirements for E-Dealing Guideline.
6. For guidance on high risk transactions see the Authority and Identity Requirements for E-Dealing Guideline.
7. A faxed or emailed copy of this form is acceptable.
8. The consent of prior mortgagees, lessors, etc. must be obtained where necessary.
9. Source: Appendix 2, New Zealand Law Society Property Law Section Guidelines.

Covenant Instrument to note land covenant
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Surname(s) must be underlined.

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Covenantee

Surname(s) must be underlined.

Northpower Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) 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 covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant in gross requiring the Covenantor to acknowledge that no electricity is supplied to the Burdened Land	[] on DP []	[]	In gross

Covenant rights and powers (including terms, covenants and conditions)

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

The provisions applying to the specified covenants are those set out in the [Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]. Annexure Schedule.

Annexure Schedule

Insert type of instrument

Covenant

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required

BACKGROUND

- A. The Covenantor is registered as owner of an estate in fee simple in the Land, which is situated in the Council's district.
- B. The Covenantor requested the Council to consent to a plan of subdivision in terms of a plan lodged for deposit at Land Information New Zealand.
- C. The Council agreed to consent to that subdivision on condition amongst other things that the Covenantee's requirements were met.
- D. The Covenantee required the Covenantor to make any prospective purchaser of the Land aware that no Electricity Supply has been made available to the Land, and required the Covenantor to enter into this Covenant to secure compliance by the Covenantor (including all successors in title) with the obligations set out in this Covenant.
- E. The Council therefore agreed to consent to the subdivision on the condition (amongst other things) that the Covenantor enters into and registers this Covenant.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Covenant unless the context indicates otherwise:

1.1 Definitions

- (a) **"Council"** means the territorial local authority for the area in which the Land is situated;
- (b) **"Electricity Supply"** means an electricity supply that is provided to the boundary of the Land and meets the written approval of the Covenantee;
- (c) **"Covenant"** means this Covenant Instrument;
- (d) **"Covenantee"** means Northpower Limited and includes its successors and its officers and agents;
- (e) **"Covenantor"** means the person named as the Covenantor in this Covenant and includes any successors in title to the Land from time to time;
- (f) **"Land"** means the Covenantor's land described on the front page of this Covenant as the "Burdened Land";

1.2 **Defined Expressions:** expressions defined in the main body of this Covenant have the defined meaning in the whole of this Covenant including the background;

1.3 **Joint and Several Liability:** an obligation by two or more persons binds those persons jointly and severally;

1.4 **Plural and Singular:** words importing the singular number include the plural and vice versa.

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required

2 COVENANTS

2.1 The Covenantor for itself and its successors in title covenants with the Covenantee:

- (a) that no Electricity Supply is available to the Land;
- (b) that the Covenantee shall not at any time be obliged to provide any Electricity Supply to the Land and the Covenantee is released from any liability to the Covenantor in relation to the provision of Electricity Supply to the Land; and
- (c) prior to disposing of the Land the Covenantor will advise the person(s) purchasing or acquiring the Land that no Electricity Supply is available to the Land.

3 DISCHARGE

The Covenantee will revoke this Covenant if the obligations in clause 2 become obsolete. The Covenantor acknowledges that the Covenantor will not otherwise be entitled to a revocation of this Covenant during the term of this Covenant and the terms of this instrument are of a permanent nature.

4 COSTS

The Covenantor will pay all legal costs attributable to the preparation, registration, enforcement and revocation of this Covenant and will indemnify the Covenantee against all claims and proceedings arising out of any breach by the Covenantor of any of its obligations under this Covenant.

5 LIABILITY

The liability of any given Covenantor under this Covenant is limited to obligations and liabilities accruing during their time as registered owner of the Land and ceases (except for any obligation or liability which has arisen during their time as registered owner) upon transfer of the Land.

6 General

- 6.1 The rights and obligations of the Covenantee under this instrument may be transferred by the Covenantee.
- 6.2 If any person challenges the enforceability of this instrument, or for any reason this instrument is required to be revoked or removed from the record of title of the Land, while the obligations under this instrument are, or would be, on the face of the wording of this instrument still required to be performed or observed, then the Covenantor will accept, execute, deliver, and register against the record of title of the Land (if applicable) any documents or interests, and to do all other things, as are reasonably required by the Covenantee to secure the due performance and observance of the obligations expressed to operate under this instrument on the face of the wording of this instrument.