

Reprint
as at 12 November 2018



Land Transfer Regulations 2002 (SR 2002/213)

Land Transfer Regulations 2002: revoked, on 12 November 2018, by section 249(1) of the Land Transfer Act 2017 (2017 No 30).

Silvia Cartwright, Governor-General

Order in Council

At Wellington this 23rd day of July 2002

Present:

Her Excellency the Governor-General in Council

Pursuant to sections 235 and 236 of the Land Transfer Act 1952, Her Excellency the Governor-General, acting on the advice and with the consent of the Executive Council, makes the following regulations.

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Note

Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.
Note 4 at the end of this reprint provides a list of the amendments incorporated.

These regulations are administered by Land Information New Zealand.

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Regulations

1 Title

These regulations are the Land Transfer Regulations 2002.

Part 1

Preliminary provisions

2 Commencement

These regulations come into force on 26 August 2002.

3 Interpretation

In these regulations, unless the context otherwise requires,—

2002 Act means the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002

Act means the Land Transfer Act 1952

auto lodgement, in relation to an image or template specified in Schedule 5, means the electronic lodgement of the image or template

auto registration, in relation to a document specified in Schedule 5, means the electronic registration of the document

certificate of correctness means a certificate of correctness required by section 164 of the Act

certification means a certification required by section 164A of the Act

charge, in relation to a discharge instrument, means the charge, notation, or other thing to which the instrument relates

chargeholder, in relation to a discharge instrument, means the person who is authorised by an enactment or rule of law to require the Registrar to give effect to the instrument

Commonwealth country—

- (a) means a country that is a member of the British Commonwealth of Nations; and
- (b) includes—
 - (i) every territory for whose international relations the Government of that country is responsible; and
 - (ii) the Republic of Ireland, as if that country were a member of the British Commonwealth of Nations

Commonwealth representative—

- (a) means an Ambassador, High Commissioner, Commissioner, Minister, Counsellor, Charge d’Affaires, Head of Mission, Consular Officer, plenipotentiary, Pro-consul, Trade Commissioner, or Tourist Commissioner of a Commonwealth country (including New Zealand); and
- (b) includes—
 - (i) a person lawfully acting for an office holder referred to in paragraph (a); and

- (ii) a diplomatic secretary on the staff of an Ambassador, High Commissioner, Commissioner, Minister, Counsellor, Charge d’Affaires, or Head of Mission referred to in paragraph (a)

conveyancer has the same meaning as in section 4 of the 2002 Act

digital cadastral survey dataset has the same meaning as in section 4 of the Cadastral Survey Act 2002

discharge instrument means an instrument of any of the kinds listed under the item “discharge instrument” in Part 1 of Schedule 1

plan means a graphical representation of 1 or more cadastral surveys.

Regulation 3 **auto lodgement**: inserted, on 1 September 2007, by regulation 4 of the Land Transfer Amendment Regulations 2007 (SR 2007/216).

Regulation 3 **auto registration**: inserted, on 1 September 2007, by regulation 4 of the Land Transfer Amendment Regulations 2007 (SR 2007/216).

Regulation 3 **charge**: inserted, on 8 October 2007, by regulation 4 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Regulation 3 **chargeholder**: inserted, on 8 October 2007, by regulation 4 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Regulation 3 **discharge instrument**: inserted, on 8 October 2007, by regulation 4 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Regulation 3 **discharge instrument**: amended, on 29 September 2008, by regulation 4 of the Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283).

Part 2 Instruments

4 Classes of instruments capable of being electronic instruments

- (1) An instrument is capable of being an electronic instrument if it meets the requirements of subclause (2) or, in the case of a deposit document, meets the requirements of subclause (3).
- (2) The instrument—
 - (a) must belong to a class of permissible instrument described in Part 1 of Schedule 1; and
 - (b) is subject to the restrictions set out for instruments of that class in Part 2 of Schedule 1.
- (3) A deposit document is capable of being an electronic instrument if—
 - (a) it has been prepared in an electronic workspace facility approved by the Registrar; and
 - (b) it is in an acceptable form under section 26 of the 2002 Act; and
 - (c) it contains or is associated with any certification or approval given under the Resource Management Act 1991 or the Unit Titles Act 1972 by the relevant territorial authority that is a prerequisite to the deposit of the

plan under section 167 of the Act, the issue of a certificate of title, or the creation of a computer register.

Regulation 4(1): amended, on 30 October 2003, by regulation 3(1) of the Land Transfer Amendment Regulations (No 2) 2003 (SR 2003/274).

Regulation 4(2): substituted, on 29 September 2008, by regulation 5 of the Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283).

Regulation 4(3): added, on 30 October 2003, by regulation 3(2) of the Land Transfer Amendment Regulations (No 2) 2003 (SR 2003/274).

5 How instruments must refer to register

- (1) An instrument that affects any land or estate or interest for which a computer register has been created must refer to the unique identifier for that computer register.
- (2) An instrument that affects any land or estate or interest for which no computer register has been created must refer to the unique identifier for the instrument or document that defines the land or estate or interest.

6 Who must sign paper instruments

If the instrument is of a class described in the first column of the following table and the case described in the second column applies, the party or parties specified (opposite those descriptions) in the third column must sign the instrument:

| Instrument | Case | Parties who must sign |
|---|---|--|
| Transfer instrument (section 90 of Act) | Any land or estate or interest in land is transferred | The transferor |
| | An easement is reserved | The transferor and the transferee |
| | An easement or <i>profit à prendre</i> is created or surrendered, or the transfer contains covenants binding on the person who is to take the interest under the transfer | The transferor and the person who is to take the interest |
| Easement instrument (sections 90A and 90F of Act) | The easement to be created or surrendered is not in gross | The registered proprietors of the dominant and servient tenements |
| | The easement to be created or surrendered is in gross | The registered proprietor of the servient tenement and the grantee |
| | A land covenant is created or surrendered | The registered proprietors of the dominant and servient tenements |
| Easement variation instrument (sections 90C and 90F of Act) | The easement to be varied is not in gross | The registered proprietors of the dominant and servient tenements |
| | The easement to be varied is in gross | The registered proprietor of the servient tenement and the grantee |

| Instrument | Case | Parties who must sign |
|--|--|--|
| | A land covenant is varied | The registered proprietors of the dominant and servient tenements |
| Mortgage instrument (section 101 of Act) | All cases | The registered proprietor of the land, estate, or interest affected by the mortgage |
| Encumbrance instrument (section 101 of Act) | All cases | The registered proprietor of the land, estate, or interest affected by the encumbrance |
| Mortgage variation instrument (section 102 of Act) | The variation only operates to reduce the amount secured or the rate of interest | The mortgagee |
| | The variation only operates to increase the amount secured or the rate of interest | The registered proprietor of the land, estate, or interest affected by the mortgage |
| | All other cases | The registered proprietor of the land, estate, or interest affected by the mortgage, and the mortgagee |
| Mortgage priority instrument (section 103 of Act) | All cases | The registered proprietor of the land, estate, or interest affected by the mortgage, and every mortgagee under every mortgage that, as a result of the mortgage priority instrument, will be ranked after any mortgage over which it previously had priority |
| Mortgage discharge instrument (section 111 of Act) | All cases | The mortgagee |
| Lease instrument (section 115 of Act) | All cases | The lessee and the lessor |
| Lease variation instrument (section 116 of Act) | All cases | The lessee and the lessor |
| Lease surrender instrument (section 120 of Act) | All cases | The lessee and the lessor |
| Licence to occupy (section 121C of Act) | All cases | The flat or office owning company and the shareholder |
| Variation of licence to occupy (sections 121C and 121E of Act) | All cases | The flat or office owning company and the licensee |
| Surrender of licence to occupy (section 121K of Act) | All cases | The flat or office owning company and the licensee |
| Transmission (section 122 of Act) | All cases | The person applying to have a transmission registered |

| Instrument | Case | Parties who must sign |
|--|-------------|--|
| Caveat against bringing land under Act (section 136 of Act) | All cases | The caveator or the caveator's attorney or agent |
| Caveat against dealings with land under Act (section 137 of Act) | All cases | The caveator or the caveator's attorney or agent |
| Withdrawal of caveat (section 147 of Act) | All cases | The caveator or the caveator's attorney or agent under a written authority (or without written authority if the proviso to section 147 of the Act applies) |

Regulation 6: substituted, on 8 October 2007, by regulation 5 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

7 Physical properties of paper documents

- (1) A paper document must—
 - (a) consist of paper that—
 - (i) is cream or white; and
 - (ii) is free from discoloration and blemishes; and
 - (iii) is International size A4; and
 - (iv) has a density of not less than 80 g/m²; and
 - (b) have dense black or blue ink.
- (2) A paper document for which a form is set out in forms 1 to 24 of Schedule 2 must—
 - (a) be on 1 page; or
 - (b) as far as is reasonably practicable, have the core elements on 1 page and have other elements on an annexure schedule that complies with sub-clause (3).
- (3) An annexure schedule must—
 - (a) be in form 25 of Schedule 2; and
 - (b) be initialed or signed by all persons who signed the page containing the core elements; and
 - (c) state the total number of pages contained in it; and
 - (d) if it consists of more than 1 page, have consecutively numbered pages.
- (4) In this regulation,—

core elements means the following elements of a paper document:

 - (a) the name of the paper document;
 - (b) the references in the document to the unique identifiers or certificates of title;

- (c) the descriptions of the relevant land or estate or interest:
- (d) the names of the parties involved:
- (e) any relevant memorandum number:
- (f) the operative clause, or the application contained in the document:
- (g) the certificate of correctness (if the prescribed form requires this):
- (h) the date (if the prescribed form requires this):
- (i) any address for service (if the prescribed form requires this):
- (j) any other information that the relevant prescribed form requires to be stated, being information that does not form part of an annexure schedule:
- (k) any footnote relating to any matter referred to in paragraphs (a) to (j)

paper document means—

- (a) a paper instrument:
- (b) a document if,—
 - (i) on registration, it does not become part of the register; or
 - (ii) on delivery to the Registrar, an entry in respect of the document does not have to be made in the register.

Compare: SR 1966/25 r 5A

8 Forms of paper instruments

For the purposes of section 237(1)(a) of the Act, the forms set out in Schedule 2 must be regarded as containing the information required by the Act for the relevant class of instrument.

Compare: SR 1966/25 r 7

9 Form of registrable memorandum

The form set out in Schedule 3 is the form of memorandum that must be used for the purposes of section 155A of the Act in conjunction with the following forms (which are set out in Schedule 2):

- (a) form 2 (transfer instrument):
- (b) form 3 (easement instrument):
- (c) form 6 (mortgage instrument (all obligations)):
- (d) form 7 (mortgage instrument (fixed sum)):
- (e) form 8 (encumbrance instrument):
- (f) form 12 (lease instrument).

Compare: SR 1966/25 r 6A

10 Rights and powers implied in easements

For the purposes of section 90D(1) of the Act,—

- (a) the different classes of easement to which implied rights and powers apply are set out in clause 2 of Schedule 4:
- (b) the provisions set out in clauses 3 to 9 of Schedule 4 are implied in each class of easement to the extent indicated in those provisions:
- (c) the provisions set out in clauses 10 to 14 of Schedule 4 are implied in each class of easement.

Part 3

Certification and execution of instruments

11 Parties in respect of whom certification under section 164A of Act is required

If the instrument is of a class described in the first column of the following table and the case described in the second column applies, a certification must be given on behalf of the party specified (opposite those descriptions) in the third column:

| Electronic instrument | Case | Specified party |
|--|---|------------------|
| Transfer instrument (section 90 of Act) | A conveyancer acting for the transferor | The transferor |
| | A conveyancer acting for the transferee | The transferee |
| Easement instrument (sections 90A, 90F of Act) | A conveyancer acting for the grantor | The grantor |
| | A conveyancer acting for the grantee | The grantee |
| Easement variation instrument (sections 90C, 90F of Act) | A conveyancer acting for the grantor | The grantor |
| | A conveyancer acting for the grantee | The grantee |
| Mortgage instrument (section 101 of Act) | A conveyancer acting for the mortgagor | The mortgagor |
| | A conveyancer acting for the mortgagee | The mortgagee |
| Encumbrance instrument (section 101 of Act) | A conveyancer acting for the encumbrancer | The encumbrancer |
| | A conveyancer acting for the encumbrancee | The encumbrancee |
| Mortgage variation instrument (section 102 of Act) | A conveyancer acting for the mortgagor | The mortgagor |
| | A conveyancer acting for the mortgagee | The mortgagee |
| Mortgage priority instrument (section 103 of Act) | A conveyancer acting for the mortgagor | The mortgagor |

| Electronic instrument | Case | Specified party |
|--|---|---------------------------------|
| | A conveyancer or conveyancers acting for 1 or more mortgagees giving priority | Every mortgagee giving priority |
| | A conveyancer or conveyancers acting for 1 or more mortgagees taking priority | Every mortgagee taking priority |
| Discharge instrument (section 111 of Act and various other enactments) | A conveyancer acting for the chargeholder | The chargeholder |
| Lease instrument (section 115 of Act) | A conveyancer acting for the lessor | The lessor |
| | A conveyancer acting for the lessee | The lessee |
| Lease variation instrument (section 116 of Act) | A conveyancer acting for the lessor | The lessor |
| | A conveyancer acting for the lessee | The lessee |
| Lease surrender instrument (section 120 of Act) | A conveyancer acting for the lessor | The lessor |
| | A conveyancer acting for the lessee | The lessee |
| Licence to occupy (section 121C of Act) | A conveyancer acting for the licensor | The licensor |
| | A conveyancer acting for the licensee | The licensee |
| Surrender of licence to occupy (section 121K of Act) | A conveyancer acting for the licensor | The licensor |
| | A conveyancer acting for the licensee | The licensee |
| Application for transmission (sections 99A, 122 of Act) | A conveyancer acting for the applicant | The applicant |
| Caveat (sections 137, 205(4) of Act) | A conveyancer acting for the caveator | The caveator |
| Application to note merger of lease (regulation 25) | A conveyancer acting for the applicant | The applicant |
| Application for correction or change of name (regulation 26) | A conveyancer acting for the applicant | The applicant |
| Notice of claim (section 42(3), Property (Relationships) Act 1976) | A conveyancer acting for the claimant | The claimant |
| Application to settle land as a joint family home | A conveyancer acting for the registered proprietor | The applicant |

| Electronic instrument (sections 4, 5, 12A, Joint Family Homes Act 1964) | Case | Specified party |
|--|--|---------------------------|
| Application to cancel a joint family home (section 10(1)(a), Joint Family Homes Act 1964) | A conveyancer acting for the registered proprietor | The applicant |
| Application for deposit of unit title plan (section 5(3), Unit Titles Act 1972) | A conveyancer acting for the registered proprietor | The applicant |
| Esplanade strip (sections 232, 235, Resource Management Act 1991) | A conveyancer acting for the registered proprietor | The registered proprietor |
| | A conveyancer acting for the territorial authority | The territorial authority |
| Easement for access strip (section 237B, Resource Management Act 1991) | A conveyancer acting for the registered proprietor | The registered proprietor |
| | A conveyancer acting for the territorial authority | The territorial authority |
| Covenant against transfer, lease, or other disposition (section 240, Resource Management Act 1991) | A conveyancer acting for the registered proprietor | The registered proprietor |
| | A conveyancer acting for the territorial authority | The territorial authority |

Regulation 11: substituted, on 29 September 2008, by regulation 6 of the Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283).

12 Form of certification

A certification that is given on behalf of a party specified in the third column of the table in regulation 11 must be in the following form:

“I certify that I have the authority to act for *[insert description of the appropriate party from the third column of the table in regulation 11]* 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, and *[whichever of the following apply]*—

I certify that any statutory provisions specified by the Registrar relating to Maori freehold land have been complied with or do not apply *[use this form if an electronic workspace facility generates a notification that the land is or could be Maori land]; or*

I certify that the caveator or claimant under *[insert Caveat, or Notice of Claim, and number here]* has consented to this transaction, which is subject to the caveat or notice of claim, and I hold that consent *[use this*

form if the transaction is to be registered with caveator's or claimant's consent]; or

I certify that the chargeholder under [*insert type and registration number of charge here*] has consented to this transaction and I hold that consent, or the charge does not prevent registration [*use this form if the title affected by the transaction is subject to a charge*]; or

I certify that the mortgagee under Mortgage [*insert the mortgage number here*] has consented to this transaction and I hold that consent [*use this form if the transaction is to be registered with the mortgagee's consent*]; or

I certify that the licensor or lessor of the affected licence or lease has consented to this transaction, or notice has been given to the Commissioner of Crown Lands, or (in the case of mortgages) the licensor's or lessor's consent or notice to the Commissioner is not required under the Land Act 1948 [*use this form if the transaction is to be registered against a licence or lease under that Act*]; or

I certify that the mortgagee under Submortgage [*insert the submortgage number here*] has consented to this transaction and I hold that consent, or the mortgage postponed by this transaction is not subject to the submortgage [*use this form if the title affected by the transaction is affected by a submortgage*]; or

I certify that the applicant is entitled to be registered as proprietor by virtue of transmission [*use this form if the transaction is an application for transmission*]; or

I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority [*use this form if the transaction to be registered is a variation of easement or a surrender of easement*].

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

Regulation 12: substituted, on 29 September 2008, by regulation 6 of the Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283).

13 Legal effect of certifications

- (1) For the purposes of section 164E(1) of the Act, on the registration of an instrument of a class described in the first column of the following table, the instrument has the same effect as a deed executed by the party or parties specified (opposite that description) in the second column:

| Instrument | Parties deemed to have executed instrument |
|--|---|
| Transfer instrument (section 90 of Act) | The transferor and the transferee |
| Easement instrument (sections 90A, 90F of Act) | The grantor and the grantee |

| Instrument | Parties deemed to have executed instrument |
|--|--|
| Easement variation instrument (sections 90C, 90F of Act) | The grantor and the grantee |
| Mortgage instrument (section 101 of Act) | The registered proprietor of the land, estate, or interest affected by the mortgage |
| Encumbrance instrument (section 101 of Act) | The encumbrancer |
| Mortgage variation instrument (section 102 of Act) | The mortgagor and the mortgagee |
| Mortgage priority instrument (section 103 of Act) | The mortgagor; and Every mortgagee under every mortgage that, as a result of the mortgage priority instrument, will be ranked after any mortgage over which it previously had priority |
| Lease instrument (section 115 of Act) | The lessor and the lessee |
| Lease variation instrument (section 116 of Act) | The lessor and the lessee |
| Lease surrender instrument (section 120 of Act) | The lessor and the lessee |

- (2) For the purposes of section 164E(3)(b) of the Act, on the registration of an instrument of a class described in the first column of the following table where the case described in the second column of that table applies, the instrument has effect as an instrument made in writing and duly executed by the party or parties specified (opposite that description) in the third column:

| Instrument | Case | Parties deemed to have executed |
|--|---|--|
| Transfer instrument (section 90 of Act) | Any land, estate, or interest in land is transferred | The transferor |
| | An easement is reserved | The transferor and the transferee |
| | An easement or <i>profit à prendre</i> is created or surrendered, or the transfer contains covenants binding on the person who is to take the interest under the transfer | The transferor and the person who is to take the interest |
| Easement instrument (sections 90A, 90F of Act) | The easement to be created or surrendered is not in gross | The registered proprietors of the dominant and servient tenements |
| | The easement to be created or surrendered is in gross | The registered proprietor of the servient tenement and the grantee |
| | A land covenant is to be created or surrendered | The registered proprietors of the dominant and servient tenements |

| Instrument | Case | Parties deemed to have executed |
|--|---|---|
| Easement variation instrument (sections 90C, 90F of Act) | The easement to be varied is not in gross | The registered proprietors of the dominant and servient tenements |
| | The easement to be varied is in gross | The registered proprietor of the servient tenement and the grantee |
| | A land covenant is to be varied | The registered proprietors of the dominant and servient tenements |
| Mortgage instrument (section 101 of Act) | All cases | The registered proprietor of the land, estate, or interest affected by the mortgage |
| Encumbrance instrument (section 101 of Act) | All cases | The encumbrancer |
| Mortgage variation instrument (section 102 of Act) | All cases | The mortgagor and the mortgagee |
| Mortgage priority instrument (section 103 of Act) | All cases | The mortgagor; and Every mortgagee under every mortgage that, as a result of the mortgage priority instrument, will be ranked after any mortgage over which it previously had priority |
| Discharge instrument (section 111 of Act and various other enactments) | All cases | The chargeholder |
| Lease instrument (section 115 of Act) | All cases | The lessor and the lessee |
| Lease variation instrument (section 116 of Act) | All cases | The lessor and the lessee |
| Lease surrender instrument (section 120 of Act) | All cases | The lessor and the lessee |
| Licence to occupy (section 121C of Act) | All cases | The flat or office owning company and the shareholder |
| Surrender of licence to occupy (section 121K of Act) | All cases | The flat or office owning company and the licensee |
| Application for transmission (sections 99A, 122 of Act) | All cases | The applicant |
| Caveat (sections 137, 205(4) of Act) | All cases | The caveator or the caveator's attorney or agent |
| Application to note merger of lease (regulation 25) | All cases | The registered proprietor |

| Instrument | Case | Parties deemed to have executed |
|---|-------------|---|
| Application for correction or change of name (regulation 26) | All cases | The registered proprietor |
| Notice of claim (section 42(3), Property (Relationships) Act 1976) | All cases | The claimant or claimant's attorney or agent |
| Application to settle land as a joint family home (sections 4, 5, 12A, Joint Family Homes Act 1964) | All cases | The applicant |
| Application to cancel a joint family home (section 10(1)(a), Joint Family Homes Act 1964) | All cases | The applicant |
| Application for deposit of unit title plan (section 5(3), Unit Titles Act 1972) | All cases | The applicant |
| Esplanade strip (sections 232, 235, Resource Management Act 1991) | All cases | The registered proprietor and the local authority |
| Easement for access strip (section 237B, Resource Management Act 1991) | All cases | The registered proprietor and the local authority |
| Covenant against transfer, lease, or other disposition (section 240, Resource Management Act 1991) | All cases | The owner and the territorial authority |

Regulation 13: substituted, on 29 September 2008, by regulation 6 of the Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283).

14 Period for which certifier must keep evidence showing truth of certification

For the purposes of section 164A(3)(d) of the Act, the period for which evidence of the truth of a certification must be retained is 10 years from the date on which the instrument to which the certification relates is lodged for registration.

15 How certificates of correctness must be executed

A certificate of correctness that is given by a conveyancer must—

- (a) be signed by the conveyancer in his or her own name and not in the name of any firm with which he or she may be connected; and
- (b) show that he or she is acting for the party claiming under the instrument.

16 How paper instruments must be executed

- (1) A person who is required to execute a paper instrument for the purposes of registration or deposit under the Act must be regarded as having complied with that requirement if—
 - (a) the person adds the person's signature or mark to the instrument before a witness who is not a party to the transaction; or
 - (b) the instrument is signed by the person's attorney, under a power of attorney deposited with the Registrar, before a witness who is not a party to the transaction; or
 - (c) the instrument is executed in accordance with any other enactment that prescribes a method of execution that may be adopted by that person.
- (2) A witness to the execution of an instrument under subclause (1) must sign an attestation clause in form 26 of Schedule 2 or in a form to the same effect.
- (3) Subject to subclause (4), if the Registrar considers it necessary, he or she may, before registering an instrument, require that the authenticity or validity of the execution of the instrument be verified by a statutory declaration given by—
 - (a) the executing party in form 27 of Schedule 2; or
 - (b) the witness to the execution in form 28 of Schedule 2.
- (4) If execution occurs elsewhere than in New Zealand, no further proof of execution is required if the instrument has been witnessed—
 - (a) by a Commonwealth representative exercising his or her functions in that country and sealed with his or her seal of office (if any); or
 - (b) by a Notary Public exercising his or her office in that country; or
 - (c) if the provisions of section 9 of the Evidence Amendment Act 1945 apply, in the manner provided in that section; or
 - (d) if the instrument is executed in any Commonwealth country, then—
 - (i) in a manner prescribed by paragraph (a) for instruments executed in a foreign country; or
 - (ii) in the manner (if any) prescribed by the law of that country for the verification of documents to be used abroad.
- (5) In the absence of proof to the contrary, it is presumed that—
 - (a) a seal or signature impressed, affixed, appended, or subscribed on or to an instrument submitted for registration or deposit, or on or to a document verifying the execution of any such instrument, is genuine; and
 - (b) the person appearing to have signed or attested the instrument or document had in fact authority to sign or attest it; and
 - (c) the document was in fact made in accordance with the law under which it purports to have been made.

Part 4 Registration

Supporting documents

17 When duplicate certificate or other instrument of title must be produced

[Revoked]

Regulation 17: revoked, on 8 October 2007, by regulation 8 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

18 When particulars of other instruments must be supplied

[Revoked]

Regulation 18: revoked, on 8 October 2007, by regulation 8 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

19 Deposit of plans

- (1) A person seeking to deposit a plan must present it at a land registry office in the same manner and within the same hours that apply to the presentation of instruments for registration.

- (2) Subclause (1) does not apply to digital cadastral survey datasets.

Compare: SR 1966/25 r 31

20 When plans must be deposited

Before issuing a certificate or certificates of title or creating a computer register, on the application of any registered proprietor under section 86 of the Act, the Registrar may require a plan of the land comprised in the certificate or certificates of title to be deposited in accordance with the requirements of section 167 of the Act.

Compare: SR 1966/25 r 34

Registration process

21 Things that must not be registered

The Registrar must not register any instrument that—

- (a) does not comply in all respects with the requirements of the Act and of these and any other regulations for the time being in force under the Act;
or
- (b) is contrary to any other law or enactment; or
- (c) appears to involve any fraud or improper dealing; or
- (d) purports to create estates or interests not capable of registration, or to deal with estates or interests not registered or not capable of registration;
or

- (e) purports to deal with land or other property not subject to the provisions of the Act; or
- (f) purports to deal with matters not capable of inclusion in the register; or
- (g) contains an erasure, or contains an alteration to any writing that is not made in accordance with regulation 22.

Compare: SR 1966/25 rr 8, 16

22 Alterations to instruments

For the purposes of regulation 21(g), the following provisions apply to alterations made to instruments:

- (a) any writing intended to have no effect must be struck out, but the struck-out writing must be left legible:
- (b) any writing that is intended to replace the struck-out writing must be inserted as closely as possible to the struck-out writing:
- (c) if the alteration affects or could affect the interests of any signatory of the instrument, the alteration must be initialled or signed by each signatory of the instrument and by either the signatory's witnesses (if any) or the conveyancer acting for that signatory; and
- (d) if the alteration affects or could affect the interests of any person (other than a signatory of the instrument) receiving the benefit under the instrument, the alteration must be initialled or signed by each person or the conveyancer acting on the person's behalf.

Compare: SR 1966/25 r 12

23 Withdrawal of instruments after lodgement

- (1) This regulation applies if an instrument has been lodged for registration or deposit with the Registrar but has not been registered.
- (2) When this regulation applies, the person who lodged the instrument or the person's duly authorised agent may withdraw the instrument at any time before it is registered.
- (3) The right to withdraw an instrument includes the right to withdraw all instruments lodged in connection with it by the person, except those instruments that may be required to be retained by the Registrar.
- (4) A proportion of the fees paid in respect of the withdrawn instrument may be refunded or credited to the person by whom they were paid.

Compare: SR 1966/25 r 40

24 Registration as to part of land affected

- (1) An instrument dealing only with land subject to the provisions of the Act that is otherwise registrable or that will or could be registrable at some future time in its present form may be accepted for registration as to part only of the land

affected if a request for partial registration is endorsed on the instrument and signed by the person presenting it for registration.

- (2) A partially registered instrument may, in the same manner, be subsequently accepted for registration as to the remainder or any other part of the land affected by the instrument, subject to payment in respect of each registration of the same fees as if each registration were effected by a separate instrument.

- (3) *[Revoked]*

Compare: SR 1966/25 r 9

Regulation 24(3): revoked, on 29 September 2008, by regulation 7 of the Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283).

25 Merger of estates or interests

- (1) The registered proprietor of any estate or interest claiming that the estate or interest has merged in a greater estate or interest of which that person is also the registered proprietor may apply to the Registrar to note the merger of the lesser estate or interest.
- (2) The application must be supported by the statutory declaration of the registered proprietor or any other evidence that the Registrar considers necessary.
- (3) The Registrar, on being satisfied that the merger has been effected at law and in equity, must notify the merger on the register and on the appropriate instruments of title.

Compare: SR 1966/25 r 37

26 Change of name

- (1) This regulation applies if it appears to the satisfaction of the Registrar that—
- (a) a registered proprietor has changed his, her, or its name; or
 - (b) the name of a registered proprietor is incorrectly stated in the Registrar's records.
- (2) When this regulation applies, the Registrar may, on payment of the prescribed fee, endorse a memorial of the change of name or make the necessary corrections in his or her records (as the case may be).
- (3) Form 23 or form 24 of Schedule 2 (whichever is appropriate) may be used to request the Registrar to take action under subclause (2).

Compare: SR 1966/25 r 38

27 Notice to caveator of instrument presented for registration

If a person presents an instrument for registration and the registration of the instrument is prevented by a caveat, the Registrar must give to the caveator the notice referred to in section 145 of the Act.

Compare: SR 1966/25 r 25

28 Change by caveator of address for service

- (1) A caveator may give to the Registrar a notice under subclause (2) at any time before the Registrar receives—
 - (a) a request to give the notice referred to in regulation 27; or
 - (b) an application for the caveat to lapse under section 145A(1) of the Act.
- (2) The notice must be in writing and appoint another place or address within the district at or to which notices and proceedings relating to the caveat may be served or addressed instead of the place or address stated in the caveat.

Compare: SR 1966/25 r 26

29 Death of caveator

- (1) If a caveator dies while a caveat is still in force, the caveator's legal personal representatives may withdraw the caveat or give an appropriate consent under section 147 of the Act.
- (2) If there are no legal personal representatives, the person or persons who appear to the Registrar to be properly entitled to the estate or interest protected by the caveat may withdraw the caveat or give an appropriate consent under section 147 of the Act.
- (3) The Registrar may require the person or persons referred to in subclause (2) to provide a satisfactory indemnity against claims against the Crown or the Registrar arising out of his or her acceptance of the withdrawal or the consent.

Compare: SR 1966/25 r 27

30 Powers of attorney

- (1) The Registrar may decline to deposit a power of attorney or a duplicate or attested copy of a power of attorney unless the original has been duly executed in accordance with regulation 16.
- (2) Every power of attorney or duplicate or attested copy of a power of attorney deposited with the Registrar must comply with regulation 7(1).

Compare: SR 1966/25 r 28

Records and their integrity

31 Records and indexes

In addition to the registers provided for by the Act or by the 2002 Act, the Registrar must keep the following records for each district:

- (a) a record of all instruments received for registration, which must specify for each instrument—
 - (i) the reference number or other unique identifier given to the instrument; and
 - (ii) the date and time when the instrument was received; and

- (iii) the reference number or other unique identifier of the provisional register, certificate of title, or computer register that is to be affected by the proposed registration of the instrument; and
- (b) an indexing system that enables any provisional register, certificate of title, or computer register to be identified by reference to the name of the registered proprietor concerned or by reference to the description of the land concerned; and
- (c) a record of all applications to bring land under the operation of the Act or the 2002 Act.

Compare: SR 1966/25 r 5

32 Documents must not be altered while retained by Registrar

Except as authorised by the Registrar, no alteration may be made in any application or instrument during its retention in the office.

Compare: SR 1966/25 r 13

33 Documents must not be altered after registration

No alteration may be made in any instrument after it has been registered.

Compare: SR 1966/25 r 14

34 Plans must not be altered after deposit

- (1) No alteration may be made in or to any plan after it has been deposited.
- (2) However, with the consent of the Registrar, additional or corrective information distinguished as such may be marginally added.

Compare: SR 1966/25 r 33

Part 5 Certificates of title

35 Delivery of new certificate of title issued on request

[Revoked]

Regulation 35: revoked, on 8 October 2007, by regulation 8 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

36 Delivery of new certificate of title issued on registration of instrument

[Revoked]

Regulation 36: revoked, on 8 October 2007, by regulation 8 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

37 General powers of Registrar as to delivery of documents

[Revoked]

Regulation 37: revoked, on 8 October 2007, by regulation 8 of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

38 Area of land or number of parcels or subdivisions on 1 title

- (1) The Registrar may, at his or her discretion, decide the area of land or number of allotments that may be included in 1 certificate of title or computer register.
- (2) The Registrar may, if the circumstances so warrant, issue a new certificate of title or create a computer register in respect of every allotment shown on a plan deposited under the Act or in respect of any 2 or more of those allotments.

Compare: SR 1966/25 r 39

**Part 6
Administration**

39 Prescribed notice periods

The first column of the following table lists provisions for which notice periods are to be prescribed, the second column describes each provision, and the third column prescribes the period of notice for each provision:

| Enactment | Description of provision | Prescribed period |
|---|---|---|
| Land Transfer Act 1952— sections 23 and 136(1) | The minimum period under section 23 or the prescribed period under section 136(1) within which a caveat forbidding the bringing of land under the Act may be lodged | 1 month after the date of publication of the advertisement of the application in the <i>Gazette</i> |
| section 44(2) | The minimum period of notice that must be given by the Registrar before dispensing with production of a duplicate instrument to enable registration of a dealing | 14 days |
| section 70(4)(b) | The period of notice that must be given by the Registrar before removing a determined, extinguished, or redundant easement from the register | 1 month |
| section 73 | The period of time for which the Registrar may withhold the issue of title where notice of an application is required to be given by advertisement | 14 days from the time limited in the advertisement |
| section 87(4) | The minimum period of notice that must be given by the Registrar before issuing a provisional certificate of title | 14 days |
| section 89C(2) | The minimum period that may be set by the Registrar when advertising a time within which the local or | 1 month |

| Enactment | Description of provision | Prescribed period |
|---|--|---|
| | controlling authority may lodge a caveat | |
| section 121(1) | The minimum period of notice of re-entry by the lessor that must be given by the Registrar if publication is required | 1 month |
| section 145 | The first prescribed period, being the period within which a caveator may give notice to the Registrar that an application has been made to the High Court to prevent the caveat lapsing | Within 14 days after the date on which the Registrar has given notice to the caveator that an application has been made for the registration of an instrument affecting the land, estate, or interest protected by the caveat |
| section 145 | The second prescribed period, being the period within which a court order sustaining the caveat may be served on the Registrar to prevent the caveat lapsing | Within 28 days after the date on which the caveator has given notice to the Registrar that an application has been made to the High Court to prevent the caveat lapsing |
| section 145A(3) | The period within which a caveator may give notice to the Registrar that an application has been made to the High Court in order to prevent the caveat lapsing | Within 14 days after the date on which the Registrar has given notice to the caveator that an application has been made for the caveat to lapse |
| section 145A(3)(b) | The period within which a court order sustaining the caveat may be served on the Registrar to prevent the caveat lapsing | Within 28 days after the date on which the caveator has given notice to the Registrar that an application has been made to the High Court to prevent the caveat lapsing |
| Land Transfer (Hawke's Bay) Act 1931— | | |
| section 11(4) | The minimum period that may be set in a notice published by the Registrar appointing time within which a caveat may be lodged | 1 month from the date of the last publication of the notice |
| section 17(5) | The period after which the Registrar's discretion to remove any easement, <i>profit à prendre</i> , or other encumbrance may be exercised if the proprietor has failed to comply with a written notice requiring particulars of such matters | 6 months from the date of the notice |

| Enactment | Description of provision | Prescribed period |
|---|--|---|
| Land Transfer Amendment Act 1963— section 7(3) | The date, for inclusion in the notice of the application, after which the Registrar may proceed with the application unless on or before that date a caveat has been lodged against the land concerned | A date not less than 1 month nor more than 12 months from the date of the first publication of the notice |
| section 10(1) | The minimum time period the Registrar may set in a notice to the caveator | Not less than 3 months after the giving of the notice |
| section 12(1) | The minimum time period that the Registrar may set in a notice to the caveator | Not less than 3 months after the giving of the notice |

40 Where and when services must be available

- (1) There must be a land registry office for each land district, but the office need not be located within the land district.
- (2) A land registry office must be open to the public for the transaction of business daily, except—
 - (a) Sundays; and
 - (b) Saturdays; and
 - (c) holidays listed in section 44 of the Holidays Act 2003; and
 - (d) any other day authorised by the Registrar.
- (3) Land registry offices are to be open at the times fixed by the Registrar, and he or she may fix different opening hours for different purposes.

Compare: SR 1966/25 r 3

Regulation 40(2)(c): amended, on 1 April 2004, by section 91(2) of the Holidays Act 2003 (2003 No 129).

41 Assistance to persons searching

Employees of the chief executive of the department may give reasonable assistance to persons searching, but no search on behalf of any person searching may be made by any of those employees except by special arrangement approved by the Registrar.

Compare: SR 1966/25 r 30

Part 7

Fees

42 Fees

- (1) The fees set out in Schedule 5 are payable in respect of the matters specified in that schedule.
- (2) The appropriate fees are payable to the Registrar, but he or she may permit a person to pay any fees in accordance with a credit arrangement.
- (3) A party to a credit arrangement who fails to pay a fee in accordance with the arrangement is liable to pay interest on that fee—
 - (a) calculated in accordance with Schedule 2 of the Interest on Money Claims Act 2016; and
 - (b) from the date on which the fee should have been paid to the date on which it is paid.
- (4) If there is no credit arrangement, any fee in respect of a requested matter is payable before the request is met.
- (5) If 2 or more proprietors holding separate parcels of land under separate certificates of title or having different interests or shares in separate parcels of land combine in 1 instrument to deal with their respective parcels or shares, the same registration fees are payable in respect of the instrument as if each proprietor had executed a separate instrument.
- (6) If 2 or more operations are included in the same instrument, the same fees are payable as if each operation were effected by a separate instrument.

Regulation 42(3)(a): replaced, on 1 January 2018, by section 29 of the Interest on Money Claims Act 2016 (2016 No 51).

43 Fees are inclusive of GST

The fees set out in Schedule 5 are inclusive of goods and services tax.

44 Revocation

The Land Transfer Regulations 1966 (SR 1966/25) are revoked.

Schedule 1

Electronic instrument

r 4

Schedule 1: substituted, on 29 September 2008, by regulation 8 of the Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283).

Part 1

Permissible instruments

The following table describes, for the purposes of regulation 4(2)(a), the classes of permissible instrument:

| Class of permissible instrument | Description |
|---|---|
| Transfer instrument | Made under section 90(1) of Act |
| Easement instrument | Made under sections 90A and 90F of Act |
| Easement variation instrument | Made under sections 90C and 90F of Act |
| Mortgage instrument | Made under section 101 of Act |
| Encumbrance instrument | Made under section 101 of Act |
| Mortgage variation instrument | Made under section 102 of Act |
| Mortgage priority instrument | Made under section 103 of Act |
| Discharge instrument— | |
| (a) discharge of mortgage (includes discharge of encumbrance) | Section 111 of Act |
| (b) discharge of family benefit charge | Section 14(3) or (4), Family Benefits (Home Ownership) Act 1964 |
| (c) discharge of charging order | Rule 599, District Courts Rules 1992 Rule 17.51, High Court Rules 2016 Section 184, Child Support Act 1991 Section 101, Domestic Proceedings Act 1968 Section 118, Family Proceedings Act 1980 Sections 66, 101, Local Government (Rating) Act 2002 Section 55, Maori Affairs Restructuring Act 1989 Sections 80, 153, Rating Act 1967 Sections 143, 186, Rating Powers Act 1988 Sections 82, 333, Te Ture Whenua Maori Act 1993 Any other provision of an enactment that authorises the discharge of a charging order against land noted on the register |
| (d) discharge of statutory land charge | Section 7, Statutory Land Charges Registration Act 1928 Section 52, Electricity Act 1968 Section 57(3), Estate and Gift Duties Act 1968 |

| Class of permissible instrument | Description |
|--|---|
| | Section 14L(5), Farm Ownership Savings Act 1974 |
| | Section 18, Legal Aid Act 1969 |
| | Section 40, Legal Services Act 1991 |
| | Section 32, Legal Services Act 2000 |
| | Sections 326(10), 331(1), 335(7), 355(5), 465, 468(5), 511(6), 626(1), 650(5), 674(7), 692ZK(3), Local Government Act 1974 |
| | Section 372, Municipal Corporations Act 1954 |
| | Sections 73(5), 74(5), 107(6), Public Works Act 1981 |
| | Section 162(5), Rating Powers Act 1988 |
| | Sections 109(5), 315(3), Resource Management Act 1991 |
| | Section 5A, Rural Housing Act 1939 |
| | Section 125, Social Security Act 1964 |
| | Section 25, Soil Conservation and Rivers Control Act 1941 |
| | Any other provision of an enactment that authorises the discharge of a statutory land charge against land noted on the register |
| (e) withdrawal of caveat | Section 147 of Act |
| (f) withdrawal of notice of claim | Section 42(3), Property (Relationships) Act 1976 |
| (g) cancellation or expiration of consent notice | Section 221(5), Resource Management Act 1991 |
| (h) cancellation of bond | Sections 304, 348, Local Government Act 1974, or section 109(2), Resource Management Act 1991 |
| (i) discharge of lien | Section 42, Wages Protection and Contractors' Liens Act 1939 |
| (j) cancellation of building-line restriction | Section 327A, Local Government Act 1974 |
| (k) withdrawal of notice of desire to acquire land | Section 18, Public Works Act 1981 |
| (l) discharge of compensation certificate | Section 19(7), Public Works Act 1981 |
| (m) discharge of certificate of consent | Section 115, Public Works Act 1981 |
| (n) release of irrigation notice | Section 220, Public Works Act 1981 |
| (o) discharge of irrigation charge | Section 221, Public Works Act 1981 |
| (p) discharge of Earthquake Commission notice | Regulation 5A, Earthquake and War Damage Regulations 1984 |
| (q) discharge of Earthquake Commission notice | Section 28, Earthquake Commission Act 1993 |
| (r) removal of notification of building consent | Section 74, Building Act 2004 |
| (s) discharge of tax charge | Section 367, Income Tax Act 1976 |

| Class of permissible instrument | Description |
|--|---|
| (t) cancellation of amalgamation condition | Section 241, Resource Management Act 1991 |
| (u) revocation of compulsory easement condition | Section 243(f), Resource Management Act 1991 |
| Lease instrument | Made under section 115 of Act |
| Lease variation instrument | Made under section 116 of Act |
| Lease surrender instrument | Made under section 120 of Act |
| Licence to occupy | Made under section 121C of Act |
| Surrender of licence to occupy | Made under section 121K of Act |
| Application for transmission | Made under sections 99A, 122 of Act |
| Caveat | Made under sections 137, 205(4) of Act |
| Application to note merger of lease | Made under regulation 25 of these regulations |
| Application for correction or change of name | Made under regulation 26 of these regulations |
| Notice of claim | Made under section 42(3), Property (Relationships) Act 1976 |
| Application to settle land as a joint family home | Made under sections 4, 5, 12A, Joint Family Homes Act 1964 |
| Application to cancel a joint family home | Made under section 10(1)(a), Joint Family Homes Act 1964 |
| Application for deposit of unit title plan | Made under section 5(3), Unit Titles Act 1972 |
| Esplanade strip | Made under sections 232, 235, Resource Management Act 1991 |
| Easement for access strip | Made under section 237B, Resource Management Act 1991 |
| Covenant against transfer, lease, or other disposition | Made under section 240, Resource Management Act 1991 |

Schedule 1 Part 1: amended, on 18 October 2016, by section 183(c) of the Senior Courts Act 2016 (2016 No 48).

Part 2

Restrictions on electronic instruments

The following table sets out, for the purposes of regulation 4(2)(b), restrictions for each class of permissible instrument:

| Class of permissible instrument | Restrictions |
|--|--|
| All instruments | An instrument required by any enactment to be executed by a court Registrar or under a court seal cannot be an electronic instrument |
| Mortgage variation instrument | May affect only 1 mortgage |
| Discharge instrument | May affect only 1 charge |
| Transfer instrument, mortgage instrument, mortgage variation instrument, mortgage priority instrument, application for transmission, | An instrument affecting any land, estate, or interest— (a) for which 1 computer register has been created; or |

| Class of permissible instrument | Restrictions |
|--|---|
| caveat, notice of claim, or application for correction or change of name | (b) comprised in 1 registered instrument; or (c) for which more than 1 computer register has been created (if the affected registered proprietor is the same in each case); or (d) comprised in more than 1 registered instrument (if the type of estate or interest, and affected registered proprietor, are the same in each case). |
| Application for transmission | May not relate to a transmission of any land, estate, or interest comprised in a computer register noted with the words “No survivorship”. |

Schedule 2

Forms of paper instruments

r 8

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Form 1
Application for removal of easements and *profits à prendre*
Section 70, Land Transfer Act 1952

Land registration district

BARCODE

Applicant

Surname must be underlined.

Application

The applicant applies to the Registrar **to remove** the easement(s) and/or *profit(s) à prendre* scheduled below by making an entry on the register that the easement(s) and/or *profit(s) à prendre* is/are determined, extinguished, or redundant on the grounds set out in the statutory declaration in Annexure Schedule 1.

Schedule of easements and *profit(s) à prendre*

Continue in additional Annexure Schedule if required.

| Purpose (nature and extent) | Shown/document number | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT <i>or</i> in gross) |
|--------------------------------|--------------------------|--------------------------------------|---|
| | | | |

Addresses for service of parties on whom notice to be served

Continue in additional Annexure Schedule if required. Include all persons entitled to any interest under the easement(s) or profit(s) à prendre, including mortgages.

| Full name | Full postal address |
|-----------|---------------------|
| | |

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Applicant

Annexure Schedule 1Application for removal of easements
and *profits à prendre*

Dated

Page 2 of pages

Statutory declaration*Delete words in [] as required.***I****solemnly and sincerely declare that:**

1 I am the [owner of the [dominant] [servient] tenement(s)] [grantee in gross] referred to in the attached application.

2 The [easement(s)] [*profit(s) à prendre*] referred to in the Schedule of easements and *profits à prendre* in the application [is] [are] determined, extinguished, or redundant due to the—

[separation of [part of] the dominant tenement from the servient tenement caused by:

[the subdivision shown on*]

[**]

[effluxion of time***]

[merger of****]

and the [easement(s)] [*profit(s) à prendre*] no longer [serve(s) the dominant tenement] [benefit(s) the grantee in gross].

3 Addresses for service of notice are complete and accurate to the best of my knowledge and belief.

AND I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957

DECLARED at)

this day of 20)

before me:)

A person authorised to take a statutory declaration under the Oaths and Declarations Act 1957

* Enter number of subdivision plan

** Enter other reason for separation of dominant and servient tenements

*** Enter circumstances of expiry

**** Enter details of merger

Form 2
Transfer instrument
Section 90, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| Unique identifier(s) or C/T(s) | All/part | Area/description of part or stratum |
|-----------------------------------|----------------------|-------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Transferor

Surname(s) must be underlined.

Transferee

Surname(s) must be underlined.

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this day of 20

Attestation

*If the transferee or grantee is to execute this transfer,
include the attestation in an Annexure Schedule.*

| | |
|---|--|
| | <p>Signed in my presence by the Transferor</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature [common seal] of Transferor</p> | |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Transferee

Form 3
Easement instrument to grant easement or *profit à prendre*, or create land
covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

BARCODE

Grantor

Surname must be underlined.

Grantee

Surname must be underlined.

Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) 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, **or creates the covenant(s) set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 20

Attestation

| | |
|--|---|
| | Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| | Signature [common seal] of Grantor |

| | |
|--|---|
| | <p>Signed in my presence by the Grantee</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| | <p>Signature [common seal] of Grantee</p> |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

Page 2 of pages

Schedule A

Continue in additional Annexure Schedule if required.

| Purpose (nature and extent) of easement, <i>profit</i> , or covenant | Shown (plan reference) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT <i>or</i> in gross) |
|---|---------------------------|--------------------------------------|---|
| | | | |

**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.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule 9 of the Property Law Act 1952.

The implied rights and powers are **[varied]** **[negatived]** **[added to]** or **[substituted]** by:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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:

[Memorandum number , registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

Form 4

Easement instrument to surrender easement, *profit à prendre*, or land covenant*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

BARCODE

Grantee

Surname must be underlined.

Grantor

*Surname must be underlined.*Surrender* of easement, *profit à prendre* or covenant

The Grantee, being the registered proprietor of the dominant tenement(s) set out in Schedule A or being the Grantee in gross, **surrenders to the Grantor** the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A, **and the Grantor accepts the surrender** of those easement(s), *profit(s) à prendre*, or covenant(s).

Dated this day of 20

Attestation

| | |
|--|---|
| | <p>Signed in my presence by the Grantee</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| | <p>Signature [common seal] of Grantee</p> |

| | |
|--|--|
| | Signed in my presence by the Grantor <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| | Signature [common seal] of Grantor |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Grantor

*If the consent of any person is required for the surrender, the specified consent form must be used.

Annexure Schedule 1

Easement surrender instrument

Dated

Page 2 of pages

Schedule A*Continue in additional Annexure Schedule if required.*

| Nature of easement, <i>profit</i> , or covenant | Unique identifier (Document number) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT <i>or</i> in gross) |
|--|--|--------------------------------------|---|
| | | | |

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Form 5
Easement variation instrument to vary easement, *profit à prendre*, or land
covenant

Sections 90C and 90F, Land Transfer Act 1952

Land registration district

BARCODE

Grantor

Surname must be underlined.

Grantee

Surname must be underlined.

Variation* of easement, *profit à prendre* or covenant

The terms, covenants, or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A are **varied, negated, or added to** as set out in Annexure Schedule 1.

Dated this day of 20

Attestation

| | |
|--|---|
| | Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| | Signature [common seal] of Grantor |

| | |
|--|---|
| | <p>Signed in my presence by the Grantee</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| | <p>Signature [common seal] of Grantee</p> |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Grantor

*If the consent of any person is required for the variation, the specified consent form must be used.

Annexure Schedule 1

Easement variation instrument

Dated

Page 2 of pages

Schedule A

Continue in additional Annexure Schedule if required

| Nature of easement, <i>profit</i> , or covenant | Unique identifier (Document number) | Servient tenement (Identifier/CT) | Dominant tenement (Identifier/CT <i>or</i> in gross) |
|--|--|--------------------------------------|---|
| | | | |

**Variation of terms, covenant, or
conditions**

Continue in additional Annexure Schedule if required.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Form 6
Mortgage instrument (all obligations)
Section 101, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

Mortgagor

Surname(s) must be underlined.

Mortgagee

Surname(s) must be underlined.

Estate or interest to be mortgaged

Insert, eg, fee simple, leasehold in lease number, etc.

Mortgage memorandum number

Terms

Priority amount: \$

Operative clause

In consideration of the Mortgagee providing, or agreeing to provide, financial service to or for the accommodation of the Mortgagor, the **Mortgagor covenants and agrees with the Mortgagee** so as to incorporate in this mortgage the provisions of the above mortgage memorandum and the terms set out in the Annexure Schedule(s) (if any) **and**, for the better securing to the Mortgagee the payment of the monies secured by this mortgage, and compliance by the Mortgagor with the terms of this mortgage, the **Mortgagor mortgages to the Mortgagee** all the Mortgagor's estate and interest in the land in the above certificate(s) of title or computer register(s).

| | | |
|-------------------|--------|----|
| Dated this | day of | 20 |
|-------------------|--------|----|

Attestation

| | |
|---|---|
| | Signed in my presence by the Mortgagor |
| | <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| Signature [common seal] of Mortgagor | |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Mortgagee

Form 7
Mortgage instrument (fixed sum)
Section 101, Land Transfer Act 1952

Land registration district

BARCODE

**Unique identifier(s)
or C/T(s)**

All/part

Area/description of part or stratum

Mortgagor*Surname(s) must be underlined.*

Mortgagee*Surname(s) must be underlined.*

Estate or interest to be mortgaged*Insert, eg, fee simple, leasehold in lease number, etc.*

Mortgage memorandum number

Terms

| | | |
|-----------------------------|-------------------------|-------------|
| Principal sum: \$ | Ordinary interest rate: | % per annum |
| | Penalty interest rate: | % per annum |
| Interest commencement date: | | |
| Repayment of principal sum: | | |
| Interest dates: | | |

Operative clause

In consideration of the principal sum lent to the Mortgagor by the Mortgagee (the receipt of which is acknowledged), the **Mortgagor covenants and agrees with the Mortgagee**, so as to incorporate in this mortgage the provisions of the above mortgage memorandum and the terms set out in the Annexure Schedule(s) (if any), **and** for the better securing to the Mortgagee the payment of the principal sum, interest, and other monies payable under this mortgage, and compliance by the Mortgagor with the terms of this mortgage, the **Mortgagor mortgages to the Mortgagee** all the Mortgagor's estate and interest in the land in the above certificate(s) of title or computer register(s).

Dated this day of 20

Attestation

| | |
|--|--|
| | Signed in my presence by the Mortgagor <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| | Signature [common seal] of Mortgagor |

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Mortgagee

Form 8
Encumbrance instrument
Section 101, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

Encumbrancer

Surname(s) must be underlined.

Encumbrancee

Surname(s) must be underlined.

Estate or interest to be encumbered

Insert, eg, fee simple, leasehold in lease number, etc.

Encumbrance memorandum number

Nature of security

State whether sum of money, annuity, or rentcharge, and amount.

Operative clause

Delete words in [], as appropriate.

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above certificate(s) of title or 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.

| | | |
|-------------------|--------|----|
| Dated this | day of | 20 |
|-------------------|--------|----|

Attestation

| | |
|--|---|
| | Signed in my presence by the Encumbrancer |
| | <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| Signature [common seal] of Encumbrancer | |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Encumbrancee

Annexure Schedule 1

Encumbrance instrument

Dated

Page 2 of pages

Terms

Continue on additional Annexure Schedule(s) if required.

| | |
|---|--|
| 1 | Length of term |
| 2 | Payment date(s) |
| 3 | Rate(s) of interest |
| 4 | Event(s) in which the sum, annuity, or rentcharge becomes payable |
| 5 | Event(s) in which the sum, annuity, or rentcharge ceases to be payable |

Covenants and conditions

Continue on additional Annexure Schedule(s) if required.

| |
|--|
| |
|--|

Modification of statutory provisions

Continue in additional Annexure Schedule(s) if required.

| |
|--|
| |
|--|

| |
|---|
| All signing parties and either their witnesses or solicitors must sign or initial in this box. |
|---|

Form 9
Mortgage variation instrument
Section 102, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s) or C/T(s)

Mortgage number

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|

Mortgagor

Surname(s) must be underlined.

Mortgagee

Surname(s) must be underlined.

Variation* of mortgage

| | | |
|-------------------|--------|----|
| Dated this | day of | 20 |
|-------------------|--------|----|

Attestation

The Mortgagor need not execute if the variation operates only to reduce the amount secured or rate of interest.

| | |
|--|---|
| | <p>Signed in my presence by the Mortgagor</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| | <p>Signature [common seal] of Mortgagor</p> |

The Mortgagee need not execute if the variation operates only to increase the amount secured or rate of interest.

| | |
|--|---|
| | <p>Signed in my presence by the Mortgagee</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| | <p>Signature [common seal] of Mortgagee</p> |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the [Mortgagor] [Mortgagee]

*The specified consent form must be used for the consent of all other mortgagees.

Annexure Schedule 1

Mortgage variation instrument

Dated

Page 2 of pages

Variation of mortgage

Delete words in [] as required. Continue in additional Annexure Schedule if required.

The above mortgage is **varied** as follows:

- (a) the amount secured is **[increased] [reduced]** to \$
with effect from **and/or**
- (b) the rate(s) of interest payable is/are **[increased] [decreased]** to [% for the
ordinary rate] [and to % for the penal rate]
with effect from **and/or**
- (c) the term of the mortgage is **[renewed] [extended] [reduced]** to **and/or**
- (d) the covenants, conditions, or powers contained or implied in the mortgage **are
varied** as follows:

Form 10
Mortgage priority instrument
Section 103 and Schedule 3, Land Transfer Act 1952

Land registration district

| |
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| |
|--|

BARCODE

| |
|----------------|
| BARCODE |
|----------------|

**Unique identifier(s)
or C/T(s)**

All/part

Area/description of part or stratum

| | | |
|--|--|--|
| | | |
|--|--|--|

Variation* of priority and/or terms

| |
|--|
| The priority of the mortgages relating to the land in the above certificate(s) of title or computer register(s) and/or the terms implied by Schedule 3 of the Land Transfer Act 1952 is/are varied as set out in Annexure Schedule 1. |
|--|

Dated this

day of

20

| |
|--|
| Dated this day of 20 |
|--|

Attestation*Continue in additional Annexure Schedule if required.*

| | |
|---|---|
| | <p>Signed in my presence by the Mortgagor</p> <hr style="border: 0.5px solid black;"/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| Signature [common seal] of Mortgagor | |

| | |
|--|---|
| | <p>Signed in my presence by the Mortgagee giving priority</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name Occupation Address</p> |
| <p>Signature [common seal] of Mortgagee giving priority</p> | |
| | <p>Signed in my presence by the Mortgagee giving priority</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name Occupation Address</p> |
| <p>Signature [common seal] of Mortgagee giving priority</p> | |

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Mortgagee taking priority

*The specified consent form must be used for the consent of all submortgagees of any mortgage postponed by this instrument.

Annexure Schedule 1

Mortgage priority instrument

Dated

Page 2 of pages

Variation of priority*Continue in additional Annexure Schedule if required.*

| New ranking | Mortgage number | Mortgagee(s) |
|---------------|-----------------|--------------|
| First | | |
| Second | | |
| Third | | |
| Fourth | | |

Variation of terms*Continue in additional Annexure Schedule if required.*

| |
|--|
| Variations of the covenants, conditions, and powers implied by Schedule 3 of the Land Transfer Act 1952: |
|--|

| |
|---|
| All signing parties and either their witnesses or solicitors must sign or initial in this box. |
|---|

Form 11
Mortgage discharge instrument
Section 111, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| Unique identifier(s) or C/T(s) | All/part | Area/description of part or stratum |
|-----------------------------------|----------------------|-------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Mortgagor

Surname(s) must be underlined.

Mortgagee

Surname(s) must be underlined.

Mortgage number

Discharge

The **Mortgagee acknowledges receipt from the Mortgagor** of **all** the principal sum, interest, and other monies payable under, or **all** the monies secured by, the above numbered mortgage(s) in **full** satisfaction of the obligations of the Mortgagor under the above numbered mortgage(s) **and discharges and releases** from the mortgage(s) the land in the above certificate(s) of title or computer register(s).

Dated this day of 20

Attestation

| | |
|--|--|
| | Signed in my presence by the Mortgagee <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| | Signature [common seal] of Mortgagee |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Mortgagor

Form 12
Lease instrument
Section 115, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| Unique identifier(s) or C/T(s) | All/part | Area/description of part or stratum |
|-----------------------------------|----------------------|-------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Lessor

Surname must be underlined.

Lessee

Surname must be underlined.

Estate or interest*

Insert "fee simple", "leasehold in lease number", etc.

Lease memorandum number

Term

Rental

Operative clause

If required, set out the terms of lease in Annexure Schedule(s).

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the term and at the rental and on the terms of lease set out in the above lease memorandum or in the Annexure Schedule(s) (if any).

Dated this day of 20

Attestation

| | |
|--|---|
| | <p>Signed in my presence by the Lessor</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| | <p>Signature [common seal] of Lessor</p> |

| | |
|--|---|
| | <p>Signed in my presence by the Lessee</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| | <p>Signature [common seal] of Lessee</p> |

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Lessee

*The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

Form 13
Lease variation instrument
Section 116, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s) or C/T(s)

Lease number

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|

Lessor

Surname must be underlined.

Lessee

Surname must be underlined.

Variation* of lease

The covenants, conditions, and restrictions contained in the above lease **are varied** as set out in the Annexure Schedule(s).

| | | | | |
|-------------------|--|--------|--|----|
| Dated this | | day of | | 20 |
|-------------------|--|--------|--|----|

Attestation

| | |
|--|--|
| | Signed in my presence by the Lessor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| | Signature [common seal] of Lessor |

| | |
|--|--|
| | Signed in my presence by the Lessee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address |
| | Signature [common seal] of Lessee |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Lessee

*The specified consent form must be used for the consent of any mortgagee of the leased estate or interest.

Form 14
Lease surrender instrument
Section 120, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s) or C/T(s)

Lease number

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|

Lessor

Surname must be underlined.

Lessee

Surname must be underlined.

Surrender of lease*

The Lessee surrenders the estate or interest in the above lease **to the Lessor and the Lessor accepts the surrender.**

| | | | | |
|-------------------|--|---------------|--|-----------|
| Dated this | | day of | | 20 |
|-------------------|--|---------------|--|-----------|

Attestation

| | |
|---|--|
| | <p>Signed in my presence by the Lessee</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature [common seal] of Lessee</p> | |

| | |
|---|--|
| | <p>Signed in my presence by the Lessor</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature [common seal] of Lessor</p> | |

Certified correct for the purposes of the Land Transfer Act 1952.

| |
|--|
| |
|--|

[Solicitor for] the Lessor

*The specified consent form must be used for the consent of any mortgagee or sublessee of the leased estate or interest.

Form 15
Application for transmission (survivorship)
Section 122, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| | | |
|--|--|--|
| | | |
|--|--|--|

Applicant

Surname must be underlined.

Estate or interest claimed

Application

The Applicant applies to the Registrar **to register the Applicant as proprietor(s)** of the estate or interest referred to above in the land comprised in the above certificate(s) of title or computer register(s), on the grounds set out in the statutory declaration in the Annexure Schedule.

Dated this day of 20

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Applicant

Annexure Schedule 1
Application for transmission (survivorship)
Statutory declaration

Insert names, addresses, and details where indicated and delete phrases in [] as required.

I,

of

and I,

of

solemnly and sincerely declare that:

1 I am/we are the survivor(s) of

deceased, a certified copy of the entry of whose death in the Register of Deaths is annexed to this schedule and marked 'A'.

2 The deceased and the person named as * in the certificate(s) of title or computer register(s) referred to in the attached application were one and the same person.

3 At the time of his/her death, the deceased and I/we were registered as the proprietors as joint tenants of the estate or interest claimed in the attached application, [in our own right and free from all trusts and equities].
[subject only to **]

4 I/We truly believe myself/ourselves to be entitled to be registered as proprietor(s) of the estate or interest claimed in the attached application, by virtue of my/our survivorship of the deceased.

AND I/we make this declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

DECLARED at)
this day of 20)
before me:)

A person authorised to take a statutory declaration under the Oaths and Declarations Act 1957

* Insert name of deceased proprietor shown on the register

** State details of any trusts or equities

Form 16
Application for transmission (personal representatives)
Section 122, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| Unique identifier(s) or C/T(s) | All/part | Area/description of part or stratum |
|-----------------------------------|----------------------|-------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Applicant (state whether as executor
or administrator)

Surname(s) must be underlined.

Estate or interest claimed

Application

The Applicant applies to the Registrar **to register the Applicant as proprietor(s)** of the estate or interest referred to above in the land comprised in the above certificate(s) of title or computer register(s) on the grounds set out in the statutory declaration in the Annexure Schedule.

Dated this day of 20

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Applicant(s)

Annexure Schedule 1
Application for transmission
(personal representatives)
Statutory declaration

Insert names, addresses, and details where indicated and delete phrases in [] as required

I,
of

and I,
of

solemnly and sincerely declare that:

- 1 I am/we are the executor(s) of the will/administrator(s) of the estate of

deceased, by virtue of Probate/Letters of Administration [with Will annexed] granted to me/us by the High Court of New Zealand on
under number
a certified copy of which is annexed to this schedule and marked 'A'.
- 2 The deceased and the person named as * in the certificate(s) of title or computer register(s) referred to in the attached application were one and the same person.
- 3 At the time of his/her death, the deceased was the registered proprietor of the estate or interest claimed in the application
[in his/her own right and free from all trusts and equities].
[subject only to **].
- 4 I/We truly believe myself/ourselves to be entitled to be registered as proprietor(s) of the state or interest claimed in the application.

AND I/we make this declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

DECLARED at)
this day of 20)
before me:)

A person authorised to take a statutory declaration under the Oaths and Declarations Act 1957

* *Insert name of deceased proprietor shown on the register*

** *State details of any trusts or equities*

Form 17
Caveat against bringing land under Land Transfer Act 1952
Section 136, Land Transfer Act 1952

Land registration district

BARCODE

Description of land to be brought under the Act

Include the reference number of the application as stated in the public notice and the date of that notice.

Caveator

Surname(s) must be underlined.

Estate or interest claimed and grounds for claim

Notice

Take notice that the Caveator forbids the bringing of the above land under the provisions of the Land Transfer Act 1952 until this caveat is withdrawn by the Caveator, or removed by order of the High Court, or until the same has lapsed under the provisions of section 144* of the Act.

Address for service of Caveator

Dated this day of 20

Attestation*Delete inapplicable descriptions in [].*

| | |
|---|---|
| | <p>Signed in my presence by the [Caveator] [Attorney] [Agent]</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature(s) [common seal] of [Caveator] [Attorney] [Agent]</p> | |

*Section 144 of the Act provides that this Caveat will be deemed to have lapsed 3 months after receipt by the Registrar unless, within that time, the caveator has given written notice to the Registrar that court proceedings have been taken to establish title to the estate or interest claimed.

Form 18
Caveat against dealings with land under Land Transfer Act 1952
Section 137, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| Unique identifier(s) or C/T(s) | All/part | Area/description of part or stratum |
|-----------------------------------|----------------------|-------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Caveator

Surname(s) must be underlined.

Estate or interest claimed, grounds on which claim founded, and derivation from registered proprietor

Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, **except as stated below**, until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of sections 145 or 145A of the Land Transfer Act 1952. The exceptions are:

Address for service of Caveator

Address for service of Registered Proprietor

Dated this day of 20

Attestation*Delete inapplicable descriptions in [].*

| | |
|---|---|
| | <p>Signed in my presence by the [Caveator] [Attorney] [Agent]</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature(s) [common seal] of [Caveator] [Attorney] [Agent]</p> | |

Form 19
Withdrawal or partial withdrawal of caveat
Section 147, Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| Unique identifier(s) or C/T(s) | All/part | Area/description of part or stratum |
|-----------------------------------|----------------------|-------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Caveat Number

Caveator

Surname(s) must be underlined.

Withdrawal

Delete words in [] if caveat to be fully withdrawn.

The Caveator withdraws the above caveat [so far as it affects the above land].

Dated this

day of

20

Attestation**Delete inapplicable descriptions in [].*

| | |
|---|---|
| | <p>Signed in my presence by the [Caveator] [Attorney] [Agent]</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature(s) [common seal] of [Caveator] [Attorney] [Agent]</p> | |

*If this withdrawal of caveat is executed by the Attorney, or by an Agent of the Caveator, that person **must** provide evidence that he or she has the written authority of the Caveator to do so **unless** a registrable instrument purporting to give effect to the estate or interest claimed by the Caveator is lodged immediately following this withdrawal.

Form 20
Caveat giving notice of estate or interest under Part 12 of Land Transfer Act
1952
Section 205(1), Land Transfer Act 1952

Land registration district

BARCODE

Description of land subject to the claim

Caveator

Surname(s) must be underlined.

Estate or interest claimed and grounds for claim

Notice

Take notice that the Caveator claims the above estate or interest in the above land on the grounds stated.

Address for service of Caveator

Dated this day of 20

Attestation*Delete inapplicable descriptions in [].*

| | |
|---|---|
| | <p>Signed in my presence by the [Caveator] [Attorney] [Agent]</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature(s) [common seal] of [Caveator] [Attorney] [Agent]</p> | |

Form 21
Caveat forbidding issue of ordinary certificate of title or computer register
Section 205(4), Land Transfer Act 1952

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| Unique identifier(s) or C/T(s) | All/part | Area/description of part or stratum |
|-----------------------------------|----------------------|-------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Caveator

Surname(s) must be underlined.

Estate or interest claimed and grounds for claim

Notice

Take notice that the Caveator, claiming the above estate or interest, **forbids** the issue of an ordinary certificate of title or computer register for the above land **until** this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of sections 145 or 145A of the Land Transfer Act 1952.

Address for service of Caveator

Dated this day of 20

Attestation*Delete inapplicable descriptions in [].*

| | |
|---|---|
| | <p>Signed in my presence by the [Caveator] [Attorney] [Agent]</p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p> |
| <p>Signature(s) [common seal] of [Caveator] [Attorney] [Agent]</p> | |

| | | | | |
|-------------------|--|--------|--|----|
| Dated this | | day of | | 20 |
|-------------------|--|--------|--|----|

| |
|--|
| |
|--|

[Solicitor for] the Applicant

Particulars of possession

Continue in additional Annexure Schedule(s) if required.

| |
|--|
| <ol style="list-style-type: none"> 1 Period of personal possession <i>[here state period and dates].</i> 2 Periods of prior possession claimed <i>[here state also the identity and, where applicable, the relationship and date of death of the persons through or under whom the applicant claims, and the manner in which possession was acquired by the applicant and by the persons through or under whom the applicant claims].</i> 3 Manner of occupation <i>[here state as fully as is known or can be ascertained the nature of the occupation of all persons concerned, eg, whether it has been continuous or broken, exclusive or divided, undisputed or by whom disputed, etc].</i> 4 Is land fenced? <i>[here state all information available regarding the fences, eg, age, extent, by whom erected, etc].</i> 5 Have any payments by way of rent or otherwise been made or claimed? <i>[here give full particulars as to amount, dates of payment, names of payees or claimants, reason for payments, etc].</i> |
|--|

Give details of anything supporting claim, eg, documentary evidence, receipts for purchase money, payment of rates and other expenses, evidence of neighbours. Continue in additional Annexure Schedule(s) if required.

Evidence to support application

| |
|--|
| <p>The following evidence supporting the claim accompanies this Application:</p> <ol style="list-style-type: none"> 1 Purposes for which land has been used <i>[here cover the whole period if possible].</i> 2 Improvements <i>[here state what improvements are on the land and whether they were effected before or since the commencement of the period of adverse possession].</i> 3 Acknowledgement <i>[here state whether or not the applicant or any of the applicant's predecessors in possession or their agents ever acknowledge or acknowledged the title of the registered proprietor of the land and, if so, when and in what form].</i> 4 Disability of registered proprietors (applicable only where period of possession is less than 30 years) <i>[here state any knowledge or evidence available to establish that the registered proprietor of every estate or interest in the land is not suffering under any disability of infancy or unsoundness of mind].</i> 5 Statutory Declarations <i>[attach as Annexure Schedules statutory declaration(s) of person(s) of good repute, having long-standing knowledge of the land].</i> |
|--|

Form 23
Application for correction or change of name
Regulation 26, Land Transfer Regulations 2002

Land registration district

BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

| | | |
|--|--|--|
| | | |
|--|--|--|

Applicant

Surname(s) must be underlined.

Estate or interest of Applicant

Application

Delete words in [] as appropriate.

The Applicant applies to the Registrar, on the grounds set out below, to:

[**correct** his or her name in the register].

[**enter** in the register a memorial of the change of name of the Applicant].

Grounds for application

Show incorrect name here and delete words in [] as appropriate, and ** state other grounds, if appropriate.*

The name has been:

[entered in the Register **incorrectly**, as * , due to an error] [in the instrument(s) lodged for registration].**

[changed by:]

[statutory declaration pursuant to the provisions of the Births, Deaths, Marriages, and Relationships Registration Act 1995].

[deed poll executed before the coming into force of that Act].

[marriage].

[**]

The correct/new name is shown above in the Applicant panel.

Evidence to support application

Delete works in [] as appropriate.

The following evidence** of the change of name **accompanies** this application:

[certified copy statutory declaration pursuant to the provisions of the Births, Deaths, Marriages, and Relationships Registration Act 1995].

[certified copy deed poll executed before the coming into force of that Act].

[Birth] [Marriage] Certificate.

Dated this day of 20

[Solicitor for] the Applicant

If the circumstances of the error, or the evidence supplied, are not sufficiently clear, the Registrar **may require a statutory declaration in order to be satisfied that the name should be corrected or changed.

Schedule 2 form 23: amended, on 24 January 2009, pursuant to section 5(1)(b) of the Births, Deaths, Marriages, and Relationships Registration Amendment Act 2008 (2008 No 48).

Form 24
Application for change of name (company or incorporated society)
Regulation 26, Land Transfer Regulations 2002

Land registration district(s)

BARCODE

Applicant company or society

Former name

New name

| | |
|--|--|
| | |
|--|--|

Application

The Applicant applies to the Registrar to **enter in the registers** referred to in the Schedule of estate(s) or interest(s) a memorial of the change of name of the Applicant on the grounds set out below.

Grounds for application*Delete words in [] as appropriate.*

The Applicant has changed its name by resolution under the provisions of the [Companies Act 1993] [Incorporated Societies Act 1908].

Evidence to support application*Delete words in [] as appropriate.*

The statutory declaration in the Annexure Schedule and the certified copy of the certificate of incorporation in the changed name under the provisions of the [Companies Act 1993] [Incorporated Societies Act 1908].

Schedule of estate(s) or interest(s)*Continue in additional Annexure Schedule if necessary.*

| Unique identifier(s) or C/T(s) | Estate or interest | Instrument number (if any) |
|--------------------------------|--------------------|----------------------------|
| | | |

Dated this day of 20

[Solicitor] [Authorised Signatory]
for the Applicant

Annexure Schedule 1

Change of name (company or
incorporated society)

Dated

Page 2 of 3 pages

Statutory declaration

Delete words in [] as required.

| |
|--|
| <p>I, * _____, of _____</p> <p>solemnly and sincerely declare that:</p> <p>1 I am [a director] [an authorised signatory] [the Secretary] of **.</p> <p>2 I am authorised to make this declaration, having full knowledge of the matters set out below.</p> <p>3 The Applicant is registered under its former name, as set out in the application, as proprietor of the estates and interests specified in the application and of all other estates and interests of which it is the registered proprietor under its former name.</p> <p>4 On the _____ 20 _____ the Applicant changed its name to**.</p> <p>5 The change of name was delivered to and registered with the Registrar of [Companies] [Incorporated Societies] under the provisions of the [Companies Act 1993] [Incorporated Societies Act 1908] and a certified copy of the Certificate of Incorporation evidencing the change of name is attached marked 'A'.</p> <p>6 To the best of my knowledge, information, and belief there is no other person entitled to any estate or interest at law or in equity affecting the estates or interests registered in the Applicant's former name set out in the application.</p> <p>7 I truly believe the Applicant to be entitled to be registered as proprietor in its new name of the estates or interests referred to in the application, of which the Applicant is registered in its former name as proprietor of those estates or interests, and of all other estates and interests of which it is the registered proprietor under its former name.</p> <p>AND I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957</p> <p>DECLARED at _____) this _____ day of _____ 20 _____) before me: _____)</p> <p>A person authorised to take a statutory declaration under the Oaths and Declarations Act 1957</p> |
|--|

* *Insert name, address, and occupation*

** *Insert new company/society name*

Form 25
Annexure Schedule

*

Dated

Page of pages

**Insert type of instrument.*

Continue in additional Annexure Schedule, if required.

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.

Form 26
Attestation

Regulation 16(2), Land Transfer Regulations 2002

Signed in my presence by [*insert name or description of executing party*]

Signature of Witness

Witness to complete in BLOCK letters

[*Unless typewritten or legibly stamped*]

Witness name:

Occupation:

Address:

Form 27

Statutory declaration of person executing

*Regulation 16(3)(a), Land Transfer Regulations 2002*I [*insert full name*], of [*insert address and occupation*]**solemnly and sincerely declare that—**I executed the [*specify type of instrument*] instrument dated [*insert date*] and lodged for registration under number [*specify registration number*].The signature (*or* mark) purporting to be my signature name (*or* mark) is in my own handwriting.

I am of sound mind, and I did freely and voluntarily sign the instrument.

AND I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

DECLARED at)
 this day of 20)
 before me:)

A person authorised to take a statutory declaration under the Oaths and Declarations Act 1957

Form 28
Statutory declaration of witness

Regulation 16(3)(b), Land Transfer Regulations 2002

I [*insert full name*], of [*insert address and occupation*]

solemnly and sincerely declare that—

I am the witness who attested the signing of the [*specify type of instrument*] dated [*insert date*] and lodged for registration under number [*specify registration number*].

The name (*or mark*) purporting to be my name (*or mark*) as attesting witness is in my own handwriting.

I personally know or have established the identity of [*insert name of executing party*], the person signing this instrument and whose signature I witnessed.

The name purporting to be the signature of [*insert name of executing party*] is in his or her own handwriting.

[*Insert name of executing party*] appeared to be of sound mind and did freely and voluntarily sign the instrument.

AND I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957.

DECLARED at)
this day of 20)
before me:)

A person authorised to take a statutory declaration under the Oaths and Declarations Act 1957

Schedule 3
Form of registrable memorandum

r 9

Section 155A, Land Transfer Act 1952

| |
|----------------|
| BARCODE |
|----------------|

Class of instrument in which provisions are intended to be included

| |
|--|
| |
|--|

Person executing memorandum

| |
|--|
| |
|--|

The following provisions are intended for inclusion in instruments of the above class:

Expand this table to fit the requirements of the memorandum provisions.

| |
|--|
| |
|--|

| |
|--|
| Dated this day of 20 |
|--|

Execution

| |
|---------------------|
| Signed by |
| For or on behalf of |
| |

Schedule 4

Rights and powers implied in easements

r 10

1 Interpretation

In this schedule, unless the context requires otherwise,—

dominant land, in relation to an easement, means the land that takes the benefit of the easement and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document

easement facility,—

- (a) in relation to a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (b) in relation to a right to convey electric power or a right to convey telecommunications and computer media, means wires, cables (containing wire or other media conducting materials), towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (c) in relation to a right of way, means that part of the surface of the land described as the stipulated area:
- (d) in relation to a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (e) in relation to a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (f) in relation to a right to convey gas, means pipes, conduits, valves, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution

grantee, in relation to an easement,—

- (a) means—
 - (i) the registered proprietor of the dominant land; or
 - (ii) the person having the benefit of an easement in gross; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantee

grantor, in relation to an easement,—

- (a) means the registered proprietor of the servient land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantor

repair and maintenance, in relation to an easement facility, includes the replacement of the easement facility

servient land, in relation to an easement, means—

- (a) the parcel of land over which an easement is registered and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document;
- (b) a stipulated course or stipulated area

stipulated course or **stipulated area**, in relation to any of the classes of easements referred to in these regulations, means the course that—

- (a) is shown on a plan prepared for the purpose of specifying the easement; and
- (b) is referred to in a transfer instrument, easement instrument, or deposit document.

Schedule 4 clause 1 **repair and maintenance**: inserted, on 8 October 2007, by regulation 11(1) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

2 **Classes of easements**

For the purposes of regulation 10(a), easements are classified by reference to the following rights:

- (a) a right to convey water:
- (b) a right to drain water:
- (c) a right to drain sewage:
- (d) a right of way:
- (e) a right to convey electricity:
- (f) a right to convey telecommunications and computer media:
- (g) a right to convey gas.

Rights and powers implied in easements granting certain rights

3 **Right to convey water**

- (1) A right to convey water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient land to the dominant land.

- (2) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.
- (4) The grantor must not do and must not allow to be done anything on the servient land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

4 Right to drain water

- (1) A right to drain water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity from the dominant land through the easement facility and over the servient land.
- (2) The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

5 Right to drain sewage

- (1) A right to drain sewage includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to drain, discharge, and convey sewage and other waste material and waste fluids through the easement facility and over the servient land.
- (2) The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

6 Rights of way

- (1) A right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.
- (2) The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—
 - (a) vehicle, machinery, or implement; or
 - (b) domestic animal or (if the servient land is rural land) farm animal.

- (3) A right of way includes—
- (a) the right to establish a driveway, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - (b) the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the driveway.

7 Right to convey electricity

- (1) A right to convey electricity includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electric impulses without interruption or impediment from the point of entry through the easement facility and over the servient land.
- (2) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

8 Right to convey telecommunications and computer media

- (1) A right to convey telecommunications and computer media includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications and computer media without interruption or impediment from the point of entry through the easement facility and over the servient land.
- (2) The right to convey telecommunications and computer media without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

9 Right to convey gas

- (1) A right to convey gas includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the servient land.
- (2) The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.

- (3) The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

Rights and powers implied in all classes of easements

10 General rights

- (1) All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the grantee (including the right to excavate land for the purpose of that construction).
- (2) The grantor must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (3) The grantee must not do and must not allow to be done on the dominant land or the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.

11 Repair, maintenance, and costs

- (1) If the grantee (or grantees, if more than 1) has (or have) exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- (2) If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1).
- (3) If the easement is in gross, the grantee bears the cost of all work done outside the servient land.
- (4) The parties responsible for maintenance under subclause (1) or subclause (2) or subclause (5) (as the case may be) must meet any associated requirements of the relevant local authority.
- (5) The grantor or grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.
- (6) However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—
 - (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and

- (b) the balance of those costs is payable in accordance with subclause (2).
- (7) The costs of any electric power used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

Schedule 4 clause 11(4): amended, on 8 October 2007, by regulation 11(2) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Schedule 4 clause 11(5): added, on 8 October 2007, by regulation 11(3) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Schedule 4 clause 11(6): added, on 8 October 2007, by regulation 11(3) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

Schedule 4 clause 11(7): added, on 8 October 2007, by regulation 11(3) of the Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261).

12 Rights of entry

- (1) For the purpose of performing any duty or in the exercise of any rights conferred under these regulations or implied in any easement, the grantee may—
- (a) enter upon the servient land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - (b) remain on the servient land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the servient land for a reasonable time if work is proceeding.
- (2) The grantee must ensure that as little damage or disturbance as possible is caused to the servient land or to the grantor.
- (3) The grantee must ensure that all work is performed in a proper and workman-like manner.
- (4) The grantee must ensure that all work is completed promptly.
- (5) The grantee must immediately make good any damage done to the servient land by restoring the surface of the land as nearly as possible to its former condition.
- (6) The grantee must compensate the grantor for all damages caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the servient land.

13 Default

If the grantor or the grantee does not meet the obligations implied or specified in any easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the servient land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

14 Disputes

If a dispute in relation to an easement arises between parties who have a registered interest under the easement,—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society (being the New Zealand Law Society that has its headquarters closest to the land).

Schedule 4 clause 14(c)(ii): amended, on 1 August 2008, pursuant to section 385 of the Lawyers and Conveyancers Act 2006 (2006 No 1).

Schedule 5

Fees payable for matters under Land Transfer Act 1952

r 42

Schedule 5: substituted, on 1 July 2011, by regulation 4 of the Land Transfer Amendment Regulations 2011 (SR 2011/186).

In the tables below, **n/a** means that the electronic or manual process (as the case may be) is not applicable to the relevant item.

Part 1

Search fees

Schedule 5 Part 1: substituted, on 1 July 2011, by regulation 4 of the Land Transfer Amendment Regulations 2011 (SR 2011/186).

| Service | Fee if done via approved electronic workspace facility (\$) | Fee if done manually (\$) |
|--|---|---------------------------|
| 1 For inspecting in a land registry office— | | |
| (a) a grant or certificate of title, or a lease or licence granted under the Land Act 1948 | n/a | 15 |
| (b) any other document | n/a | 15 |
| 2 For providing, under section 33(3) or (4) of the 2002 Act,— | | |
| (a) a search copy of— | 5 | 15 |
| (i) a grant, certificate of title, or computer register; or | | |
| (ii) a lease or licence registered or entered in the register in accordance with the Land Act 1948 | | |
| (b) a search copy showing only current information (other than the relevant plan or diagram) | 5 | 15 |
| (c) a search copy showing current and historical information (other than the relevant plan or diagram) | 5 | 15 |
| (d) a search copy under, and for the purposes of, section 172A of the Act | 5 | 15 |
| (e) a structured text view of an instrument (other than a detailed structured text view) | No fee | 15 |
| (f) a copy of any other document | 5 | 15 |
| 3 For certification as a true copy | n/a | 11 |

Part 2

Registration and other fees

Schedule 5 Part 2: substituted, on 1 July 2011, by regulation 4 of the Land Transfer Amendment Regulations 2011 (SR 2011/186).

| Service | Fee if done via approved electronic workspace facility (\$) | Fee if done manually (\$) |
|--|---|------------------------------|
| 1 For presentation and deposit of an instrument— | | |
| (a) on presentation of an electronic instrument from an approved electronic workspace facility | 72 | n/a |
| (b) on presentation of a paper instrument by either of the following means (including presentation of an instrument in place of an instrument that was found not to be in order for registration, and returned, under section 43(1)(a) of the Act): | n/a | 72 |
| (i) by deposit in a secure facility under section 47(1)(b) of the Act; or | | |
| (ii) by post under section 47(1)(c) of the Act | | |
| (c) on presentation of a paper instrument by hand at a public counter under section 47(1)(a) of the Act (including presentation of an instrument in place of an instrument that was found not to be in order for registration, and returned, under section 43(1)(a) of the Act) | n/a | 92 |
| 2 For registration (including automatic registration), deposit, or filing of any instrument, dealing, or document, unless specifically exempted or provided for elsewhere | 8 | 104 |
| 3 If any instrument or other matter purports to deal with or affect land included in more than 1 computer register, for each computer register other than the first | No fee | No fee |
| 4 For the creation of a computer register under section 7, 9 (in relation to an interest referred to in subsection (1)(a)), 11, or 13 of the 2002 Act | 135 | 135 |
| 5 For depositing a plan | 101 | 101 |
| 6 For approving a form | 80 | 80 |
| 7 For advertising an application or notice required to be advertised | 231 | 231 |
| 8 For sending a notice on the application or request of any person, whether required by the Act or another enactment (including for preparing and sending notice of the lodging of a caveat under the Act or notice of the lodging of a claim under section 42 of the Property (Relationships) Act 1976) | 5 | 5 |

| Service | Fee if done via approved electronic workspace facility (\\$) | Fee if done manually (\\$) |
|---|---|---------------------------------------|
| 9 On resubmission of an instrument in place of an instrument that was found not to be in order for registration, and returned or retained, under section 43(1) of the Act | 13 | 88 |

Part 3

Audit fees

Schedule 5 Part 3: substituted, on 1 July 2011, by regulation 4 of the Land Transfer Amendment Regulations 2011 (SR 2011/186).

| Service | Fee (\\$) |
|---|---|
| 1 Examining evidence produced to the Registrar under section 164C(3)(a) of the Act that meets any requirements under section 164C(1) or (2) of the Act, where no action is taken under section 164B(2) or 164C(3)(b) of the Act | No fee |
| 2 Examining evidence produced to the Registrar under section 164C(3)(a) of the Act that does not meet the requirements under section 164C(1) or (2) of the Act, where no action is taken under section 164B(2) or 164C(3)(b) of the Act | 130 per hour plus reasonable disbursements |
| 3 Requiring a statement under section 164C(3)(b) of the Act | 130 per hour |
| 4 Any other action relating to the audit of a certification for the purpose of exercising (or deciding whether to exercise) the powers under section 164B(2) of the Act | 130 per hour plus reasonable disbursements |

Marie Shroff,
Clerk of the Executive Council.

Issued under the authority of the Legislation Act 2012.
Date of notification in *Gazette*: 25 July 2002.

Reprints notes

1 *General*

This is a reprint of the Land Transfer Regulations 2002 that incorporates all the amendments to those regulations as at the date of the last amendment to them.

2 *Legal status*

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

3 *Editorial and format changes*

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also <http://www.pco.parliament.govt.nz/editorial-conventions/>.

4 *Amendments incorporated in this reprint*

Land Transfer Act 2017 (2017 No 30): section 249(1)

Interest on Money Claims Act 2016 (2016 No 51): section 29

Senior Courts Act 2016 (2016 No 48): section 183(c)

Land Transfer Amendment Regulations 2011 (SR 2011/186)

Land Transfer Amendment Regulations (No 2) 2008 (SR 2008/283)

Births, Deaths, Marriages, and Relationships Registration Amendment Act 2008 (2008 No 48): section 5(1)(b)

Land Transfer Amendment Regulations (No 2) 2007 (SR 2007/261)

Land Transfer Amendment Regulations 2007 (SR 2007/216)

Lawyers and Conveyancers Act 2006 (2006 No 1): section 385

Holidays Act 2003 (2003 No 129): section 91(2)

Land Transfer Amendment Regulations (No 2) 2003 (SR 2003/274)