

**“D”**

**Power of Attorney**

This Power of Attorney is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**By**

1. [ \_\_\_\_\_ ] (**“Appointor”**)

**In favour of:**

2. **RIVERVIEW PROPERTIES LIMITED (“Attorney”)**

**INTRODUCTION**

- A. The Appointor entered into an Agreement for Sale and Purchase for the purchase of Lot [ \_\_\_\_\_ ], DP [ \_\_\_\_\_ ] (“the Servient Land”) between Riverview Properties Limited as vendor and the Appointor as purchaser, dated \_\_\_\_\_ 2017.
- B. Pursuant to the Covenants registered against the Certificate of Title for the Servient Land, the Appointor is required to appoint the Attorney as the Appointor’s attorney, to enable the Attorney to complete and execute certain documents and do certain things in relation to the Benefiting Lot.
- C. This deed records the appointment by the Appointor of the Attorney as their attorney.

**IT IS AGREED AS FOLLOWS:**

**1. Definitions**

1.1 **Definitions:** In this deed, the words and phrases have the meanings alongside them, unless the context requires otherwise:

**Attorney** includes the Attorney’s successors, assigns and delegates.

**Covenants** means the land covenants created by Easement Instrument No. [ \_\_\_\_\_ ] North Auckland Registry.

**Benefiting Lot** means Lot 1 DP 144373 (“Lot 1”), Lot 2 DP 173483 (“Lot 2”) and any lot in respect of which a separate Certificate of Title issues as a result of a subdivision of Lot 1 or Lot 2 provided that such lot shall only be a benefiting lot for so long as the Developer is the registered proprietor of that lot.

**Developer** means Riverview Properties Limited.

**Documents** means:

- (a) all documents and instruments referred to, and contemplated in the Agreement and the Covenants relating to the Appointor:

- (i) supporting and not objecting to an application or applications for resource consent for the subdivision of the Benefiting Lot and any adjoining land by the Developer;
- (ii) supporting the completion of any subdivision of the Benefiting Lot and any adjoining land proposed by the Developer;

together “the documents”.

(b) any documents ancillary to the documents;

(c) any documents referred to in the documents;

(d) any other documents which the Attorney considers necessary or expedient to give effect to a transaction to which any of the documents relates.

**Execute** includes executing under hand and delivering either conditionally or unconditionally.

## 2. **Appointment**

2.1 In consideration of the Covenants, the Appointor irrevocably appoints the Attorney as the Appointor’s attorney to:

2.1.1 Execute the Documents;

2.1.2 Do all things which the Attorney considers necessary or expedient to give effect to the Documents or a transaction to which any of the Documents relates, in accordance with the laws of New Zealand, including but not limited to:

2.1.2.1 Completing any blanks in the Documents;

2.1.2.2 Making any amendments, alterations or additions to the Documents, and

2.1.3 In the Appointor’s names do such other things and give such further assurances as may be required to give effect to or as otherwise required by the documents.

## 3. **Inquiry**

No person dealing with the Attorney will be concerned to see or enquire as to the propriety or expediency of any assurance, act, matter or thing which the Attorney does, or purports, or agrees to do or perform in the names of the Appointor by virtue of this deed.

## 4. **Ratification and Indemnity**

4.1 The Appointor:

4.1.1 Ratify and confirm everything done by the Attorney in the exercise or purported exercise in good faith of the powers conferred by this deed;

