

GRIFFIOEN.

RECORD OF TITLE

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**



R.W. Muir
Registrar-General
of Land

Identifier **CB33F/1092**

Land Registration District **Canterbury**

Date Issued 16 October 1990

Prior References

CB520/40

Estate Fee Simple - 1/2 share
Area 812 square metres more or less
Legal Description Lot 5 Deposited Plan 14033
Registered Owners
Islay Kate Foster Rackham

Estate	Leasehold	Instrument	L 902739.1
		Term	999 years commencing on 26.9.1990
Legal Description	Flat 1 Deposited Plan 57193 and Garage 1 Deposited Plan 57193		
Registered Owners	Islay Kate Foster Rackham		

Interests

288043 Transfer creating the following easements (Affects Fee Simple)

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain water	Lot 5 Deposited Plan 14033 - herein	Part herein	Lot 6 Deposited Plan 14033 - CT CB516/29	

288042 Transfer creating the following easements (Affects Fee Simple)

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain water	Lot 4 Deposited Plan 14033 - CT CB516/28	Part	Lot 5 Deposited Plan 14033 - herein	

308133 Transfer creating the following easements (Affects Fee Simple)

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Water	Lot 10 Deposited Plan 14033 - CT CB546/296	Part	Lot 5 Deposited Plan 14033 - herein	
Water	Lot 5 Deposited Plan 14033 - herein	Part herein	Lot 8 Deposited Plan 14033	
Water	Lot 5 Deposited Plan 14033 - herein	Part herein	Lot 7 Deposited Plan 14033	

902739.1 Lease of Flat 1 and Garage 1 DP 57193 Term 999 years commencing on 26.9.1990 Composite CT CB33F/1092 issued - 16.10.1990 (Affects Fee Simple)

951117.1 Lease of Flat 2 DP 59224 Term 999 years commencing on 7.8.1991 Composite CT CB34C/1198 issued - 22.8.1991 at 11.29 am (Affects Fee Simple)

13208566.6 Mortgage to Allan Michael Rackham and Judith Marion Foster - 27.3.2025 at 3:20 pm

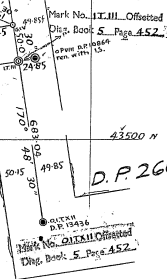
		Approvals Registered Owner Pursuant to Section 314 of the Local Government Act 1974, the duly authorised officers of the Christchurch City Council have approved the erection of the above flats on the land shown in the plan hereto, and the Council hereby certifies that the flats are situated within the boundaries of C.T. 520/40.	
		I hereby certify that the buildings shown hereon are erected in the positions shown and are situated within the boundaries of C.T. 520/40. Registered Surveyor 27.8.1990	
Total Area 812 m ² Comprised in C.T. 520/40		Kenneth Henry Frizzell Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certifies that this plan has been made from surveys conducted by him or under his direction and in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated at Christchurch this 28th day of August 1990 Signature <i>K. H. Frizzell</i>	
Field Book DP 14033, 15370 Reference Plans Examined <i>DP</i> Direct <i>DP</i> Approved as to Survey 25/9/90 Deputy City Surveyor <i>R. Newell</i> Deposited this 26th day of September 1990 District Land Registrar		File Received 21.9.90 Instructions DP57193	

FOR THE PURPOSES OF LEASING FLATS ONLY.

LAND DISTRICT CANTERBURY	TERRITORIAL AUTHORITY CHRISTCHURCH CITY
SURVEY BLK. & DIST. XII CHRISTCHURCH	Surveyed by K.H. FRIZZELL
NZMS 261 SHT M.35 RECORD MAP No 0000/68-35	Scale 1:200
FLAT ERECTED ON LOT 5, D.P. 14033.	Date AUGUST 1990

BY A REGISTERED SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

DOLBY FORM 015

A circular postmark from Canterbury District, New Zealand. The text "CANTERBURY DISTRICT" is curved along the top, and "NEW ZEALAND." is curved along the bottom. In the center is a coat of arms featuring a lion. The date "1900" is partially visible on the left side.

14033



Approved by the D.L.R., Canterbury.

No. 946

[NEW ZEALAND

48

288042

TE

(C.)

Memorandum of Transfer

ALBERT LUPI of Christchurch, Builder

P^{te} C.T. 64/198
Lot 4. D.P. 14033

Area: 320 per

P^{te} R.S. 231

Blk XII Chch S.D.

As
15/1/48

1. Here state nature of the estate or interest.

being registered as the proprietor of an estate in fee simple

Subject to - Together with well pipe easement

2. District, county, hundred or township.

subject however to such encumbrances liens and interests as are notified by memoranda underwritten

firstly that piece of land situated in the

Christchurch Survey District

3. Here state area, exclusive of roads intersecting the same, if any.

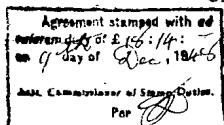
containing THIRTY TWO AND ONE TENTH PERCHES

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the Instrument deposited in the Lands Registry Office.

be the same a little more or less Being Lot 4 on Deposit Plan 14033 and being part of the land comprised in Certificate of Title Volume 64 Folio 198 (hereinafter called "the land firstly described")

SECONDLY in all that parcel of land situate as aforesaid containing FOUR ACRES TWO ROODS NINETEEN AND SEVEN TENTHS PERCHES being Lots 1, 2, 3, 5, 6, 7, 8 and 10 on Deposit Plan 14033 and being part of the land comprised in Certificate of Title Volume 64 Folio 198 (hereinafter called "the land secondly described")

AND WHEREAS by an Agreement for Sale and Purchase bearing date the 2nd day of September, 1948 I agreed to sell the land firstly described to JOHN EDWARD DOUGHTY of Christchurch, Metal Worker NOW THEREFORE



In consideration of the sum of ONE THOUSAND SIX HUNDRED AND SIXTY FIVE POUNDS (£1665)

paid to me by the said JOHN EDWARD DOUGHTY

the receipt of which sum I hereby acknowledge

Do hereby Transfer to the said JOHN EDWARD DOUGHTY

all my estate and interest in the said piece of land firstly described

AND for the consideration aforesaid I do hereby transfer and grant to the said John Edward Doughty or other the owner or owners for the time being of the land firstly described in common with myself and the owner or owners for the time being of the land secondly described the free and uninterrupted right to the passage flow and use of water from the Well marked "K" on the plan thereof hereunto annexed, to the land firstly described through the existing or similar size pipes from the Well marked "K" to the point marked "J" on the said plan and from time to time and at all times to enter upon that part of Lot 10 of the land secondly described that is contiguous to the said pipe for the purpose of cleansing repairing and maintaining the same.

RESERVING NEVERTHELESS to myself or the Owner or Owners for the time being of Lots 1, 2 and 3 on the said plan the right to draw water through the existing or similar size pipes situated on the said Lot 4 from the point marked "J" to the point marked "E" and from the point marked "E" on the said plan to the point marked "F" on the said plan together with the right from time to time and at all times to enter upon that part of the said Lot 4 firstly described which is contiguous to the said pipe for the purpose of cleansing repairing and maintaining the same.

RESERVING also to myself or the owner or owners for the time being of Lots 5, 6, 7 and 8 on the said Deposit Plan the right to draw water through the existing or similar size pipes situated on the said Lot 4 from the point marked "J" to the point marked "E" and from the point marked "E" to the point marked "D" on the said plan together with the right from time to time and at all times to enter upon that part of the said Lot 4 firstly described which is contiguous to the said pipe for the purpose of cleansing repairing and maintaining the same.

AND IT IS HEREBY AGREED AND DECLARED that any expense incurred of cleansing repairing and maintaining the pipe line between the points "K" to "E" on the said plan shall be borne equally between the owners for the time being of Lots 1 to 8 inclusive on the said plan and between the points "A" to "E" equally between the owners for the time being of Lots 5 to 8 inclusive and between the points "E" to "I" equally between the owners for the time being of Lots 1 to 4 inclusive on the said plan.

In Witness whereof I have hereunto subscribed my name this 6th
day of December one thousand nine hundred and forty-eight.

Signed by the said

ALBERT LUPI

ALBERT LUPI

in the presence of

Witness

Name

James Robb

Occupation

Solicitor

Address

Chesham

SIGNED by the said JOHN

EDWARD DOUGHTY in the presence

of:-

David Robb
Schmidt
Christchurch

...*J. E. Doughty*.....

32/10

No. 48/4036

IN THE LAND SALES COURT
CHRISTCHURCH REGISTRY

IN THE MATTER of The servicemen's
Settlement and Land
Sales Act, 1943

A N D

IN THE MATTER of an application for
consent to the sale
from ALBERT LUPI to
JOHN EDWARD DOUGHTY

UPON READING the application of ALBERT LUPI for consent to the sale
of the Land described in the Schedule hereto from the said Albert Lupi
of Christchurch, Builder to JOHN EDWARD DOUGHTY of Christchurch, Metal
Worker for the sum of ONE THOUSAND SEVEN HUNDRED POUNDS (£1700)
AND UPON the Vendor consenting to reduce the price to ONE THOUSAND SIX
HUNDRED AND SIXTY FIVE POUNDS (£1665) IT IS HEREBY ORDERED that the
consent of the Land Sales Court be granted to the transaction.

SCHEDULE

32/10 ALL THAT parcel of land situate in the Christchurch Survey District
containing THIRTY TWO PERCHES being Lot 4 on Deposit Plan 14033 and
being part of the land comprised in Certificate of Title Volume 64
Folio 198. Cooper's Road, Burwood.

DATED this 21st day of October 1948

W. Spill
Chairman (or Member)
Christchurch Urban
Land Sales Committee

SEALED at the Office of the Land
Sales Court at Christchurch this

29th day of October 1948

J. O. Carroll

J. O. Carroll
DEPUTY REGISTRAR.



No. **288042**

TRANSFER of

Land

121

Correct for the purposes of the Land Transfer Act.

James Hobbs

Solicitor for the Purchaser

Situated in Christchurch Survey District

516/28

ALBERT LUPI

Vendor

JOHN EDWARD DOUGHTY

Purchaser

Particulars entered in Register Book,

Vol. **64** Folio **198**

the **11** day of **DEC 1948**

at **2.25** o'clock. *pm*



James Hobbs
Land Registrar

of the District of Canterbury

HOBBS & CORBETT
SOLICITORS
CHRISTCHURCH, N.Z.





48
Approved by the D.L.R., Canterbury.

288043 TE

(C.)

No. 946

[NEW ZEALAND

Memorandum of Transfer



ALBERT LUPI of Christchurch, Builder

P.C.T. 64/198
Lot 6 D.P. 14033
Area: 3 1/10 pm
95 R.S. 231
Bk. 211 Chk. 5. D.

1. Here state nature of the estate or interest.

being registered as the proprietor of an estate¹ in fee simple

2. District, county, hundred or township.

subject however to such encumbrances liens and interests as are notified by memoranda underwritten

firstly in all that piece of land situated in the

Christchurch Survey District

3. Here state area, exclusive of roads intersecting the same, if any.

containing³ THIRTY TWO AND ONE TENTH PERCHES

Subject to - Together with well - Pipe line easements. See tracing with T. 288042.

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the Instrument deposited in the Lands Registry Office.

be the same a little more or less⁴ being Lot 6 on Deposit Plan 14033 and being part of the land comprised in Certificate of Title Volume 64 Folio 198

TOGETHER with easement created by Transfer Number 288042

SECONDLY in all that piece of land situated as aforesaid containing FOUR ACRES

ONE ROOD TWENTY SEVEN AND SIX TENTHS PERCHES being Lots 1, 2, 3, 5, 7, 8 and

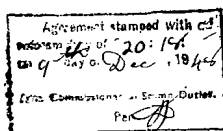
10 on Deposit Plan 14033 and being part of the land comprised in Certificate

of Title Volume 64 Folio 198 AND WHEREAS by an Agreement for Sale and Purchase

dated the 25th day of August, 1948 I agreed to sell the piece of land firstly

described to WILLIAM MOUNTFORD EVEREST of Christchurch, Farm Labourer NOW

THEREFORE



In consideration of the sum of ONE THOUSAND EIGHT HUNDRED AND SIXTY POUNDS (£1860)

paid to me by the said WILLIAM MOUNTFORD EVEREST

the receipt of which sum I hereby acknowledge

Do hereby Transfer to the said WILLIAM MOUNTFORD EVEREST

all my estate and interest in the said piece of land firstly described

AND for the consideration aforesaid I do hereby transfer and grant to the said William Mountford Everest or the owner or owners for the time being of the land firstly described in common with myself and the owner or owners for the time being of the land secondly described the free and uninterrupted right to the passage flow and use of water through the existing or similar size pipes to the land firstly described from the Well marked "K" on the Plan thereof annexed to Memorandum of Transfer Number 28804 (affecting Lot 4 on the said Deposit Plan) to the point marked "J" and from the point marked "D" to the point marked "C" on the said plan and the right from time to time and at all times to enter upon the said Lots 10 and 5 secondly described which is contiguous to the said pipe between the points "K" to "J" and "D" to "C" for the purpose of repairing cleansing and maintaining the same.

RESERVING NEVERTHELESS to myself and the owner or owners for the time being of Lots 7 and 8 on the said Plan the right to the free and uninterrupted right to the passage flow and use of water through the existing or similar size pipe situate on the said Lot 6 from the point marked "C" to the point marked "B" on the said plan and the right from time to time and at all times to enter upon that part of the Lot 6 firstly described which is contiguous to the said pipe for the purpose of repairing cleansing and maintaining the same.

AND IT IS HEREBY AGREED AND DECLARED that any expense incurred of cleansing repairing and maintaining the pipe line between the points "K" to "E" on the said plan shall be borne equally between the owners for the time being of Lots 1 to 8 inclusive on the said plan and between the points "A" to "E" equally between the owners for the time being of Lots 5 to 8 inclusive and between the points "E" to "I" equally between the owners for the time being of Lots 1 to 4 inclusive on the said plan.

In Witness whereof I have hereunto subscribed my names this 6th
day of December one thousand nine hundred and forty-eight.

Signed by the said

ALBERT LUPI

Al. Lupi

in the presence of

Witness

Name

David Hobbs

Occupation

Labourer

Address

Chusblanca

SIGNED by the said WILLIAM
MOUNTFORD EVEREST in the
presence of:-

W. M. Everest..... X

David Robb
Solicitor
Christchurch

No. 48/4033

IN THE LAND SALES COURT
CHRISTCHURCH REGISTRY

IN THE MATTER of The Servicemen's
Settlement and Land
Sales Act, 1943

A N D

IN THE MATTER of an application
for consent to the
sale from ALBERT
LUPI to WILLIAM
MOUNTFORD EVEREST

UPON READING the application of ALBERT LUPI for consent to the sale
of the Land described in the Schedule hereto from the said Albert Lupi
of Christchurch, Builder to WILLIAM MOUNTFORD EVEREST of Christchurch,
Farm Labourer for the sum of TWO THOUSAND POUNDS (£2000) AND UPON the
Vendor consenting to reduce the price to ONE THOUSAND EIGHT HUNDRED
AND SIXTY POUNDS (£1860) IT IS HEREBY ORDERED that the consent of the
Land Sales Court be granted to the transaction.

SCHEDULE

ALL THAT parcel of land situate in the Christchurch Survey District
containing THIRTY TWO PERCHES being Lot 6 on Deposit Plan 14033 and
being part of the land comprised in Certificate of Title Volume 64
Folio 198. Cooper's Road, Burwood.

DATED this 21st day of October 1948

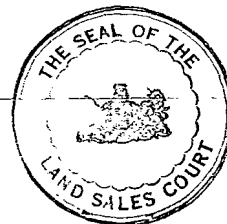
W. M. Everest
Chairman (or Member)
Christchurch Urban
Land Sales Committee

SEALED at the Office of the Land
Sales Court at Christchurch this

29th day of October 1948

J. O. Carroll

J. O. Carroll
DEPUTY REGISTRAR.



No. **288043**

TRANSFER of
Land

Correct for the purposes of the Land Transfer Act.

David Ross

Solicitor for the Purchaser

Situated in **Christchurch Survey District**

516/29.

ALBERT LUPI Vendor

WILLIAM MOUNTFORD EVEREST Purchaser

Particulars entered in Register Book,

Vol. **64** Folio **198**

the **10** day of **DEC 1948**

at **2.20** o'clock. *for*

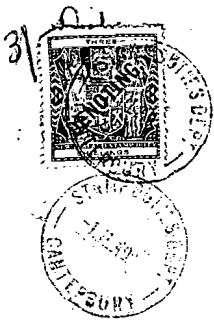


David Ross
Assistant Land Registrar
of the District of Canterbury

10.12.48
2.20 PM

HOBBS & CORBETT
SOLICITORS
CHRISTCHURCH, N.Z.

Memorandum of Transfer



I, ALBERT LUPI of Christchurch, Builder,

1. Here state nature of the estate or interest

being registered as the proprietor of an estate in fee simple

2. District, county, hundred or township.

subject however to such encumbrances liens and interests as are notified by memoranda underwritten
FIRSTLY
 or endorsed hereon in all that piece of land situated in the Christchurch Survey District

3. Here state area, exclusive of roads intersecting the same, if any.

containing THIRTY TWO PERCHES AND ONE TENTH OF A PERCH (32.1 perches)

4. Here state rights of way, privileges, or easements, if any, intended to be conveyed: If the land dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the instrument deposited in the Land Registry Office.

be the same a little more or less being Lot 5 on Deposit Plan 14033 and being part of the land comprised in Certificate of Title Volume 519 Folio 24 TOGETHER with the and SUBJECT TO Water Rights in Transfer No. 288043 and easement created by Transfer No. 288042 and SECONDLY in all that piece of land situated as aforesaid containing 3 acres 0 roods 35.1 perches and being Lot 10 on the said Deposit Plan 14033 and being part of the land comprised in the said Certificate of Title Volume 519 Folio 24 WHEREAS by an Agreement in writing bearing date the 25th day of February 1949 I agreed to sell the land firstly described to LILIAN MAY HENDERSON of Christchurch, Married Woman NOW THEREFORE:



Agreement stamped with ad valorem duty of £ 22 : 11 : - on 1st day of July, 1949
 D. S. EVANS
 Asst. Commr. Stamp Duties
 Per *[Signature]*

M.C.T. 519/24

Lot 5 D.P. 14033.

Area: - 32 1/10 per

M.R.S. 231

Subject to

Blk. XII Chch. S.D.

Together with

well pipe easement

affecting Lot 10 (M.C.T. 519/24) plots 7/8.

[Signature]
 7/7/49

In consideration of the sum of TWO THOUSAND AND TWENTY FIVE POUNDS (£2025)

paid to me by the said LILIAN MAY HENDERSON

the receipt of which sum I hereby acknowledge

Do hereby Transfer to the said

LILIAN MAY HENDERSON

all my estate and interest in the said piece of land firstly described AND for the consideration aforesaid I do hereby transfer and grant to the said Lilian May Henderson or other the owner or owners or occupier or occupiers for the time being of the land firstly described in common with myself or other the owner or owners or occupier or occupiers for the time being of the land secondly described the free and uninterrupted right to the passage flow and use of water through the existing or similar size pipes from the Well marked "K" on the Plan ~~the said Deposit Plan~~ ^{endorsed hereon} ~~the said Deposit Plan~~ ^{the said Deposit Plan} to the point marked "J" and the right from time to time and at all times to enter upon that part of the said Lot 10 secondly described which is contiguous to the said pipe between the points "K" to "J" for the purpose of repairing cleansing and maintaining the same RESERVING NEVERTHELESS to myself or other the owner or owners or occupier or occupiers for the time being of Lots 7 and 8 on the said Deposit Plan the free and uninterrupted right to the passage flow and use of water through the existing or similar size pipe situated on the said Lot 5 from the point marked "D" to the point marked "C" on the said plan and the right from time to time and at all times to enter upon that part of the said Lot 5 firstly described which is contiguous to the said pipe for the purpose of repairing cleansing and maintaining the same.

In Witness whereof I have hereunto subscribed my names this 17th day of June one thousand nine hundred and forty nine

Signed by the said

ALBERT LUPI

in the presence of

Witness:

Name _____

Occupation

Address

IN THE LAND VALUATION COURT
CHRISTCHURCH REGISTRY

IN THE MATTER of "The Servicemen's
Settlement and Land
Sales Court Act, 1943"
and "The Land Valuation
Court Act, 1948"

A N D

IN THE MATTER of an application for
consent to the sale
from ALBERT LUPI to
LILIAN MAY HENDERSON

UPON READING the application of ALBERT LUPI for consent to the sale of
the land described in the Schedule hereto from the said ALBERT LUPI of
Christchurch, Builder to LILIAN MAY HENDERSON of Christchurch, Married
Woman for the sum of TWO THOUSAND ONE HUNDRED POUNDS (£2100) AND UPON the
Vendor consenting to reduce the price to TWO THOUSAND AND TWENTY FIVE
POUNDS (£2025) IT IS ORDERED that the consent of the Land Valuation Court
be granted to the transaction at such reduced price of TWO THOUSAND AND
TWENTY FIVE POUNDS (£2025)

S C H E D U L E

ALL THAT parcel of land situate in the Christchurch Survey District
containing THIRTY TWO AND ONE TENTH PERCHES being Lot 5 on Deposit Plan
No. 14033 and being part of the land comprised in Certificate of Title
Volume 64 Folio 198. 519/24

DATED this 28th day of April 1949.

Chaplin
Chairman (or Member)

Christchurch Urban Land

Valuation Committee



SEALED at the Office of the
Land Valuation Court at Christchurch
this 6th day of May 1949

J. O'Carroll
DEPUTY REGISTRAR.

No. 49/809.

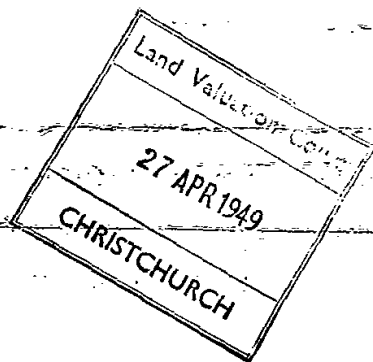
IN THE LAND VALUATION COURT
CHRISTCHURCH REGISTRY

IN THE MATTER of "The Servicemen's
Settlement and Land
Sales Court Act, 1943"
and "The Land Valuation
Court Act, 1943"

A N D

IN THE MATTER of an application for
consent to the sale of
from ALBERT
LILIAN MAY ELLISON

*Lodged for review
by
M. W. Simes*



ORDER CONSENTING TO SALE

HOBBS & CORBETT
Solicitors for the Vendor

M. W. SIMES
Solicitor for the Purchaser

681009

SIGNED by the said
LILIAN MAY HENDERSON
in the presence of:

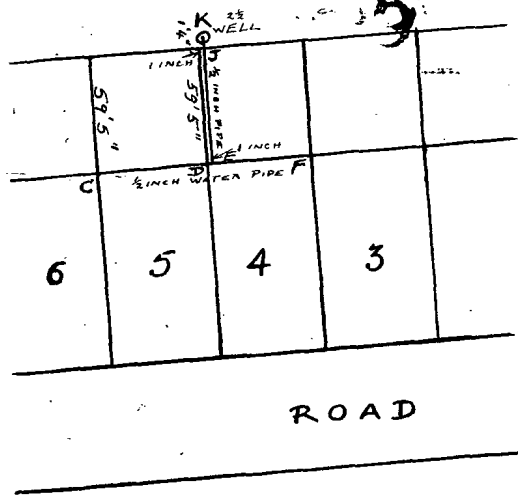
L M Henderson.

Witness:-

Name
Occupation
Address.....

1 notified
of the sale
to the
LILIAN MAY
HENDERSON

10



Not To Scale.

see drawing with
T. 288042.

11/7/49.

308133

No.

TRANSFER of land

Correct for the purposes of the Land Transfer Act.

Situated in the Christchurch Survey District

Marshall
Solicitor for the Purchaser

520/40
ALBERT LUPI

Vendor

LILLIAN MAY HENDERSON

Purchaser

Particulars entered in Register Book,

Vol. *519* Folio *24*

the

5 JUL 1949

194

at

11.21

o'clock am



of Canterbury

MAURICE W. SMES,

~~XXXXXXXXXXXX~~

SOLICITOR

CHRISTCHURCH, N.Z.

Approved by the Registrar-General of Land, Wellington No. 105178

902739.1 L

Canterbury
Land Registry Office

MEMORANDUM OF LEASE

LESSORS: **STEPHEN ROBERT POUNSFORD** of Christchurch, Real Estate Agent

LESSEE: **STEPHEN ROBERT POUNSFORD** of Christchurch, Real Estate Agent

SCHEDULE A

CT.	DESCRIPTION OF FLAT AND LOT & D.P. NO., OR OTHER DESCRIPTION	ENCUMBRANCES, LIENS & INTERESTS
520/40	Flat No. 1 and Garage with Flat 1 on D.P. 57193 (hereinafter called "the Flat") being that part of that building (hereinafter called "the said building") of which the Flat forms part, erected on that piece of land (hereinafter called "the said land") being Lot 5	SUBJECT TO To the easements, covenants, restrictions and conditions as set out on the title and to Memoranda of Lease No. 808
Area		
812 m2	Deposited Plan 14033	
Locality		
Christchurch		

TERM: 999 years commencing on the 26th day of September 19 90

RENTAL: 10 cents per annum payable by the Lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question).

- The Lessee hereby covenants with the Lessors as set out in Schedule B hereof.
- The Lessors do and each of them doth hereby covenant with the Lessee as set out in Schedule C hereof.
- It is hereby covenanted and agreed by and between the Lessors and each of them and by and between the Lessors and the Lessee as set out in Schedule D hereof.
- The parties hereby agree that the words "proportionate share" shall be deemed to mean a one-
calculated in terms of the number of flats contained in the said building. total half share;
- The parties hereby agree that the words "freehold share" shall be deemed to mean a one-
calculated in terms of the number of flats contained in all buildings erected on the said land. half share;
- The parties hereby agree that the covenants and conditions set out in Schedules B, C and D herein form part of this Lease.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DOTH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee as tenant and subject to the conditions restrictions and covenants set forth herein.

IN WITNESS WHEREOF these presents have been executed this

1st day of October 19 90

~~THE COMMON SEAL OF~~ SIGNED by
STEPHEN ROBERT POUNSFORD

~~XXXXXX~~ as Lessors

in the presence of:



SD Countess
Solicitor
Christchurch

~~THE COMMON SEAL OF~~ SIGNED by
STEPHEN ROBERT POUNSFORD

~~XXXXXX~~ as Lessee

in the presence of:



SD Countess
Solicitor
Christchurch

SCHEDULE B

THE LESSEE DOETH HEREBY COVENANT WITH THE LESSORS:

1. TO pay the rent in the manner and at times hereinbefore provided.
 2. THE Lessee shall forthwith upon demand in writing by the Lessors or their agent pay to the Lessors or a person nominated by the Lessors:
 - (a) A proportionate share of all expenses and costs properly incurred by the Lessors in respect of the said building including any costs and expenses incurred pursuant to Clause 17 (a) hereof.
 - (b) A freehold share of all expenses and costs properly incurred by the Lessors in respect of the said land including any costs and expenses incurred pursuant to Clause 17 (b) hereof.
- PROVIDED ALWAYS that should any repairs become necessary or any work be required in respect of any part of the said building or the electrical and plumbing equipment, drains or other amenities serving the said building or in respect of any part of the said land as a result of the negligence or wilful act either of the Lessee or his servants, agents or invitees or of any person residing in the Flat then in any such event the Lessee shall pay to the Lessors the whole of the cost of such repairs or work.
3. THE Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance, grievance or disturbance to the other lessees or occupants of any building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building on the said land or which may create a nuisance.
 4. THE Lessee shall not bring into or keep in the Flat any goods or any substances of a highly combustible nature or do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance covers on any part of the said building or which may make void or voidable any such insurance covers.
 5. THE Lessee shall not use the Flat for any illegal purposes and the Lessee shall comply with all Statutes, Regulations and By-Laws of any Local Authority in so far as they affect the Flat.
 6. THE Lessee shall at his own cost and expense keep and maintain in good order condition and repair both the interior and exterior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat.
 7. THE Lessee shall permit the Lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the same.
 8. THE Lessee shall not leave or place in the passageways or stairways of the said building or in any parking area or in the grounds surrounding any building on the said land any obstructions whatsoever and shall not deposit any refuse or rubbish therein or thereon and shall place any garbage cans in such reasonable location approved of by the Lessors.
 9. THE Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.
 10. THE Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any buildings, structure or fence without the prior consent of the Lessors first had and obtained on each occasion PROVIDED HOWEVER that such consent shall not be unreasonably withheld.

11. THE Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except:
 - (a) The Flat (b) That part of the said land relating to the Flat marked or shown "A" on Deposited Plan No. 57193
 - (c) That part of the said land marked or shown "B" on Deposited Plan No. 57193 but only for the purposes of reasonable ingress and egress by vehicle or on foot:
 - (d) That part of the said land marked or shown on Deposited Plan No. ~~but only for the purposes of recreation in common with the Lessors.~~

12. THE Lessee shall at all times keep all that part of the said land (and all amenities thereon) relating to the Flat marked or shown "A" on Deposited Plan No. 57193 in a neat and tidy condition and in good repair.
13. THE Lessee shall effect and at all times keep current a separate and comprehensive insurance policy (including fire and earthquake risks) to the full insurable value thereof on such parts of the said building as such Lessee holds as tenant.
14. THE Lessee shall remain the owner of a freehold share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed (provided always that this Clause shall not apply to the first Lessee hereof).
15. THE Lessee shall pay all charges and rates separately charged or levied in respect of the Flat and the Lessee's undivided share in the fee simple of the said land PROVIDED HOWEVER that if no separate charges and rates are so charged or levied then the Lessee shall pay to the Lessors the Lessee's freehold share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE C

THE LESSORS DO AND EACH OF THEM DOETH HEREBY COVENANT WITH THE LESSEE:

16. THE Lessee performing and observing all and singular covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.
17. THE Lessors shall keep and maintain in good order repair and condition:
 - (a) Such parts of the said building as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat forming part of the said building including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities serving the same: and
 - (b) Such parts of the said land including the grounds, paths, fences, swimming pools and other common amenities thereon as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat.AND will cause the aforesaid parts of the said building and the said land at all times to be managed and maintained to a high standard. In the performance of the foregoing covenants the Lessors or their agents shall have the right (if necessary) to enter the Flat in order to effect such work upon giving reasonable notice to the Lessee.
18. THE Lessors covenant to lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observance by the lessees named in such other leases of all obligations as by such other leases are cast on such lessees and for the purposes aforesaid the Lessors do irrevocably hereby appoint the Lessee hereunder as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this Clause.

SCHEDULE D

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND EACH OF THEM AND BY AND BETWEEN THE LESSORS AND THE LESSEE:

19. THAT if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors (other than the Lessee) to re-enter upon the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and the Lessee to expel and remove but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions PROVIDED HOWEVER that any such forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on any registered mortgagee of this Lease within seven days after the date of service of such notice upon the Lessee.

The lessee hereby covenants with the lessor herein and/or David Lyall Holdings Limited a duly incorporated company having its registered office at Christchurch as the registered proprietor and/or the equitable owner under a valid contract to purchase as the case may be of the balance being a defined share of the land herein described at the cost of the said lessor and forthwith when called upon in writing to execute all documents permits applications plans leases and produce at the Land Transfer Office its certificates of title and otherwise do all things and attend to all matters necessary to build and develop on the balance of the land any dwelling and other improvements desirable and/or permissible by law and to obtain further composite title or titles to such balance or such share or shares in the land herein described AND for that purpose the lessee hereby irrevocably appoints the lessor and/or the registered owner of the defined share in fee simple in the land herein described to act as lessee's attorney to act and make sign deliver and register such documents as are necessary and to exercise all remedies and powers necessary to create a further composite certificate of title or titles PROVIDED THAT in the event of the lessee disposing or selling his hers or their estate in the land before the development and the documentation is fully completed then the provision of this clause shall be binding upon such transferee as the subsequent registered owner until the intent of the parties has been fully carried out and to secure the performance of such intent the lessor and/or the registered proprietor and/or the equitable owner under a valid contract to purchase as the case may be of the balance being a defined share of the land herein described shall have the right to register a caveat to protect such interests at the cost of the lessee PROVIDED FURTHER upon the completion of the development including the issue of one further composite certificate of title in respect of the lot herein described or the said David Lyall Holdings Limited transferring its interest in the said land whichever event shall occur first this Power of Attorney shall be deemed to be revoked and shall be of no further force and effect.

DAVID LYALL

20. THAT in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a Lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a proportionate share of the cost of so doing.

21. THAT the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. THAT the Lessee shall have the right to let the Flat to a reputable and solvent subtenant provided that the Lessee shall ensure that the subtenant enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

23. THAT in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful for but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars (\$10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

24. THAT in the event of this lease being determined or becoming determinable in the manner herein provided then in any such case:—

- (a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and
 - (b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and
 - (c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;
- AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purpose of this Clause 24 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

25. THAT there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. THAT if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, the said building or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its Amendments or any Act in substitution therefor.

27. That notwithstanding any provision contained or implied herein, where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.

28. THAT in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:—

- (a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If the proposed action is not agreed to within fourteen days after the last date of service of the said notices that matter shall be deemed to be a question to be arbitrated pursuant to Clause 26 hereof.
- (c) That parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

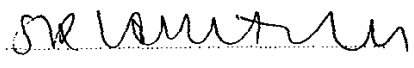
29. THAT notwithstanding the provisions of Clause 28 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as it is practicable to the existing colour scheme.

30. THAT without negating the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a Memorandum of Transfer of the Lessee's interest hereunder to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements herein expressed or implied but without releasing the Transferor from any liability which may have arisen hereunder prior to the registration of such Memorandum of Transfer and thenceforth after the registration of any such Memorandum of Transfer the obligations herein expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by such Transferee, and the Lessors shall have no recourse to the Transferee's antecedents in title.

31. THAT wherever used in these presents:—

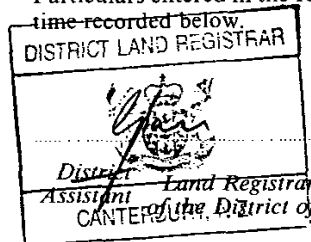
- (a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.
- (c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.
- (d) Words importing one gender shall include the other gender as the case may require.
- (e) Words importing the singular or plural number shall include the plural or singular number respectively.

I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no lease duty is payable on this instrument by reason of the application of section 35(1) of that Act, and that the provisions of subsection (2) of that section do not apply.


Solicitor for the Lessee


Solicitor for the Lessee

Particulars entered in the Register at the date and at the time recorded below.



LEASE
Composite Certificate of Title Issued
for the Lessee's interest in within Lease
and share in Fee simple Estate
see Volume 33F Folio 1092

REGISTER

FEE PAID HEREON
AVAILABLE
TO 8/1/90
ALR

11.13 16.OCT90 C.902739
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR.....

LANE NEAVE RONALDSON
SOLICITORS
CHRISTCHURCH

