

GRIFFIOEN.

RECORD OF TITLE

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We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to seek your own advice as to the information contained in this document.

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

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




R. W. Muir
Registrar-General
of Land

Identifier **CB11K/1257**

Land Registration District **Canterbury**

Date Issued 06 October 1972

Prior References

CB522/217

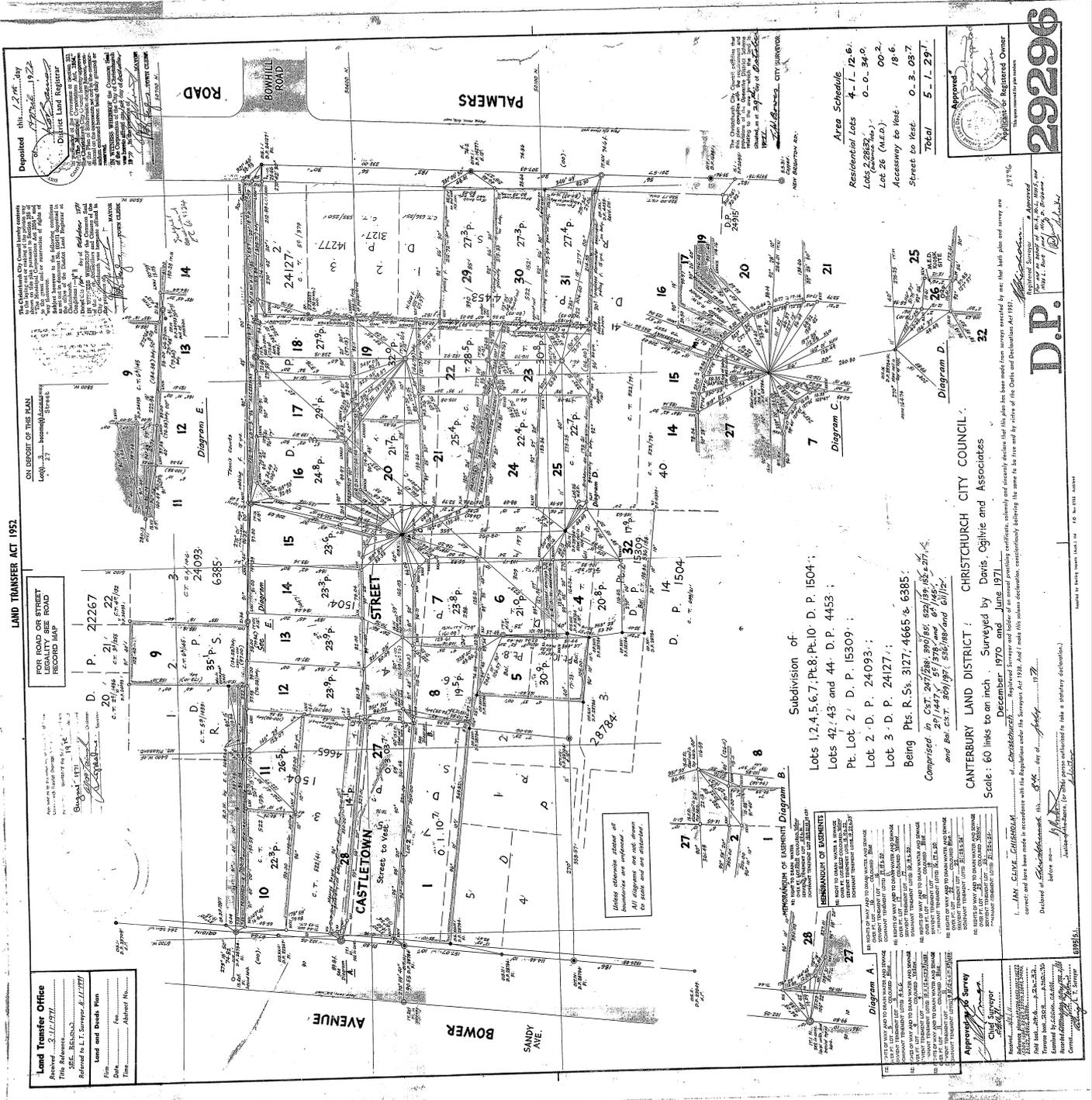
Estate Fee Simple
Area 574 square metres more or less
Legal Description Lot 25 Deposited Plan 29296

Registered Owners

Gerhard Heinrich Heins and Ruth Heins

Interests

Fencing Provision in Lease 867956 - produced 23.5.1972 at 2.30 pm and entered 6.10.1972 at 3.00 pm



Approved: *[Signature]*
 Registered Surveyor
 29296

D.P.
 29296

CHRISTCHURCH CITY COUNCIL
 Scale: 60 links to an inch. Surveyed by Dave Ogilvie and Associates
 December 1970 and June 1971

Approved by Survey: *[Signature]*
 Chief Surveyor

Land Transfer Office
 22267
 24093
 6385

Subdivision of
 Lots 1, 2, 4, 5, 6, 7, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32
 Pt. Lot 2 / D. P. 15309 ;
 Lot 3 / D. P. 24093 ;
 Being Pts. R. S. 3127, 4665 & 6385
 Comprised in C.S.T. 247/288, 290/185, 291/185, 292/185, 293/185, 294/185, 295/185, 296/185, 297/185, 298/185, 299/185, 300/185, 301/185, 302/185, 303/185, 304/185, 305/185, 306/185, 307/185, 308/185, 309/185, 310/185, 311/185, 312/185, 313/185, 314/185, 315/185, 316/185, 317/185, 318/185, 319/185, 320/185, 321/185, 322/185, 323/185, 324/185, 325/185, 326/185, 327/185, 328/185, 329/185, 330/185, 331/185, 332/185, 333/185, 334/185, 335/185, 336/185, 337/185, 338/185, 339/185, 340/185, 341/185, 342/185, 343/185, 344/185, 345/185, 346/185, 347/185, 348/185, 349/185, 350/185, 351/185, 352/185, 353/185, 354/185, 355/185, 356/185, 357/185, 358/185, 359/185, 360/185, 361/185, 362/185, 363/185, 364/185, 365/185, 366/185, 367/185, 368/185, 369/185, 370/185, 371/185, 372/185, 373/185, 374/185, 375/185, 376/185, 377/185, 378/185, 379/185, 380/185, 381/185, 382/185, 383/185, 384/185, 385/185, 386/185, 387/185, 388/185, 389/185, 390/185, 391/185, 392/185, 393/185, 394/185, 395/185, 396/185, 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INSTR
REQ

[Approved by District Land Registrar,
Wellington, No. 593832]
New Zealand]

867956 L

Memorandum of Lease

NEW ZEALAND LAND DEVELOPMENT COMPANY LIMITED

a duly incorporated Company having its registered office at Christchurch in the Dominion of New Zealand (hereinafter called "the Lessor") being registered as proprietor of an estate in fee simple SUBJECT however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in ALL THAT parcel of land containing TWENTY TWO POINT SEVEN PERCHES (22.7p) or thereabouts situated in the City of Christchurch being Lot 25 on Deposited Plan 29296 part of Rural Section and being all the land described in Certificate of Title Register H/K folio 1257 (Canterbury Registry)

SUBJECT TO

DOTH HEREBY DEMISE AND LEASE unto PETER IAN MCINTYRE of Christchurch Driver and LYNNETTE MCINTYRE his wife

(hereinafter called "the Lessee") the said piece of land TO HOLD the same unto the Lessee for a term of fifteen (15) years 312 days from the 24th day of May 19 72 YIELDING AND PAYING THEREFORE during the said term the annual rental of ONE HUNDRED AND FORTY SIX DOLLARS EIGHTY CENTS (\$146.80) payable by equal half yearly payments in advance on the first day of April and the first day of October in each year during the said term the first of such payments to be made on the first day of April 19 73 and will in addition pay in advance by way of rent a sum equivalent to interest at \$7.00 per centum per annum on \$ 1350.00 from the 24th day of May 19 72 to the said first day of April 19 73 AND the Lessee doth hereby covenant with the Lessor and it is hereby agreed and declared by and between the Lessor and the Lessee as follows:—

1. THE Lessee will duly and punctually pay the rent hereby reserved at the times and in the manner hereinbefore provided.
2. THE Lessee will during the said term duly and punctually pay all rates taxes impositions charges assessments and outgoing which are now or which may become payable whether by landlord or tenant in respect of the demised premises (landlord's land and income tax alone excepted) and will produce to the Lessor the receipt for the payment of the same on the date for payment of rent next following the date when the rates or other payments aforesaid became first due and payable.
3. THE Lessee will fence and keep fenced the said piece of land with a good and substantial legal fence without making any claim for any contribution therefor from the Lessor.
4. THE Lessee will unless the building of a dwellinghouse in accordance with plans and specifications already approved or to be approved to the satisfaction of the Lessor shall have been completed before the execution of these presents duly and within a period of 6 months from and after the date hereof and in a proper and workmanlike manner and at the cost and expense in all things of the Lessee erect and complete to the satisfaction of the Lessor the erection upon the land described herein of such dwellinghouse.
5. THE Lessee will during the said term keep and maintain and at the end or sooner determination thereof yield and deliver up the said land and all buildings fences hedges gates drains and sewers now or hereafter erected constructed or being upon bounding or under the same in good clean and substantial order condition and repair and will not without the consent in writing of the Lessor first had and obtained erect or permit to be erected any building within eight feet from one side boundary and within four feet of the other side boundary of the said piece of land or any garage closer than fifty-eight feet from the centre line of the road fronting the said piece of land and will not in any case do or perform any act matter or thing or erect any building or buildings which are not in strict accordance with the By-Laws or Regulations of any Local or other Authority having jurisdiction over the property described herein.
6. THE Lessee will at all times during the continuance of this demise insure and keep insured from loss or damage by fire in an insurance company to be nominated by the Lessor all buildings and erections which may at any time during the said term be erected on the demised premises to the amount of the full insurable value thereof in the name of the Lessor and will punctually pay all premiums and sums of money necessary for such purposes and it is hereby agreed and declared that all moneys to be received under or by virtue of any such insurance shall be forthwith laid out and expended in making good the loss or damage in respect of which the same moneys shall have become payable Provided that in the event of this lease becoming subject to a mortgage duly consented to by the Lessor under which the mortgagee has the right to nominate the insurance company then the insurance company may be nominated by that mortgagee. Any mortgagee of this lease whose mortgage is consented to by the Lessor or in respect of which the Lessor's consent is unnecessary as appears in Clause 7 hereof shall be entitled to be named as jointly insured with any other party having an insurable interest in any policy effected in terms of this clause.
7. THE Lessee will not assign sublet mortgage charge or otherwise encumber the interest of the Lessee or part with the possession of the demised premises or any part thereof without the previous written consent of the Lessor for that purpose first had and obtained provided that such consent shall not be unreasonably or arbitrarily withheld in the case of a respectable and solvent assignee or subtenant or mortgagee and the Lessee shall furnish to the Lessor a copy of every document to which such consent is required and also a stamped agreement by the Assignee of the Lease with the Lessor to pay the rent and to observe perform and keep all and singular the covenants conditions and agreements herein contained and implied and on the part of the Lessee herein to be observed performed and kept the costs of such consent and agreement to be paid by the Lessee provided further that such consent will not be required in the case of a mortgage to the Crown or to a Department of State or to the State Advances Corporation of New Zealand.
8. THE Lessee will not carry on or permit to be carried on upon the demised premises or any part thereof any trade or business whatsoever or use or permit to be used any portion of the demised premises or anything connected therewith as an advertising board or station or for the display of boards posters or notices or do or suffer to be done thereon any act which may become or prove a nuisance or annoyance to the neighbourhood but will not except with the Lessor's consent in writing use the demised premises otherwise than for residential purposes.
9. THE Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or maintenance of any dividing or boundary fence or portion thereof between the land hereby demised and any adjoining land the property of the Lessor but this provision shall not enure to the benefit of any purchaser or Lessees of such adjoining land.
10. THE Lessor by its servants or agents shall be at Liberty at all reasonable times during the said term to enter upon the demised premises and view the condition and state of repair thereof and serve upon the Lessee notice of any repairs required by the Lessor and within two calendar months from the date of service of such notice all repairs specified therein shall be carried out by the Lessee to the satisfaction of the Lessor.

11. THE Lessee will forthwith clear the said land of all gorse brier brambles thistles and other noxious vegetation and will comply with and indemnify the Lessor against all liability under the provisions of "The Noxious Weeds Act 1950" and every statutory amendment or modification thereof for the time being subsisting and will during the said term use all reasonable means to keep the said land free and clear of such noxious growths and vegetation.

12. IN the event of the Lessee giving to the Lessor notice in writing three calendar months prior to the expiration of this demise of the desire of the Lessee to take a new lease for a further term as hereinafter mentioned and of the Lessee duly and punctually paying the rent hereby reserved and well and faithfully observing and performing the covenants and conditions on the part of the Lessee contained and implied herein up to the expiration of this demise then the Lessor shall and will grant to the Lessee a new lease for a further term of fifteen years from the expiration of this demise containing the same covenants and conditions as are herein contained (including this present provision) but at a rent to be fixed by valuation of the land only without regarding the value of any buildings or improvements thereon in the manner appearing in the next clause hereof. But if no such notice be given then in the event of the Lessee giving to the Lessor notice in writing three calendar months prior to the expiration of this demise of his desire that a new lease for a further term of fifteen years shall be put to public auction as hereinafter mentioned and of the Lessee duly punctually and faithfully paying observing and performing the rent hereby reserved and the covenants and conditions on the part of the Lessee herein contained and implied up to the expiration of this demise then the Lessor shall and will put up to public auction at the upset price of the annual value of the land only hereby demised (to be fixed by valuation as aforesaid) without regarding the value of any buildings or improvements thereon a new lease of the hereby demised premises for a further term of fifteen years from the expiration of this demise and containing the same covenants and provisions (including this present provision) as are herein contained subject to a condition that in the event of any other person than the Lessee becoming entitled to a new lease then such person shall before being let into possession pay to the Lessee the whole of the then value of such buildings and improvements whether erected or made by the Lessee or any former lessee or tenant of all or any part of the land hereby demised the expenses of every such valuation hereunder and auction (if held) to be borne by the Lessee. In the event of no person becoming the Lessee of the lands hereby demised the same with all improvements thereon shall revert to the Lessor absolutely without any payment or compensation whatsoever.

13. THE valuation for the fixing of the rent for a new lease for fifteen years as mentioned in the preceding clause hereof shall be made by the valuer appointed by the Lessor if the valuation so made shall be accepted by the Lessee and in the event of such valuation not being accepted by the Lessee then by two disinterested persons as arbitrators one of whom shall be appointed by the Lessor and the other by the Lessee or an umpire appointed by such arbitrators in writing before entering upon the business of the reference and a valuation shall be made at the same time and in like manner of the buildings and improvements on the said made thereunder shall have all the incidents and demised land and such reference and the award consequences of an arbitration and award under "The Arbitration Act 1908" and any statutory modification or re-enactment thereof for the time being subsisting.

14. IN case the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of twenty-one days after any of the days hereby appointed for payment thereof respectively the Lessor may thereupon or at any time thereafter levy the same or the unpaid portion thereof by distress.

15. IN case the Lessee shall make default in the observance or performance of any of his obligations hereunder including the effectual repair maintenance and upkeep of all buildings installations and other erections now or hereafter erected or placed on upon or within the said land the Lessor shall be at liberty at any time or from time to time to enter upon the said land and to do execute and perform or procure to be done executed or performed all such deeds matters and things as may in its opinion be necessary or expedient for the complete or (at its option) partial observance and performance of the said obligations or any of them and all moneys paid and costs and expenses incurred in or about so doing shall be recoverable by the Lessor from the Lessee by action at law or otherwise and in the same manner as rent in arrear.

16. IN case the rent hereby reserved or any part thereof shall be in arrear and unpaid for the space of four calendar months after any of the days hereby appointed for payment thereof respectively whether the same shall have been legally demanded or not in case of default by the Lessee in the observance or performance of any of his obligations (whether affirmative or negative) hereunder then and in such case it shall be lawful for the Lessor by its servants or agents thereupon or at any time thereafter without notice to re-enter upon the demised land or any part thereof in the name of the whole and the Lessee and all other occupiers thereof therout to expel and remove and the same to have again repossess and enjoy as in its former state anything herein contained or implied to the contrary notwithstanding but without prejudice to the rights and remedies of either of the parties hereto against the other of them in respect of any of its obligations herein contained or implied.

17. THE expressions (1) "the Lessor" and (2) "the Lessee" used herein shall in all cases where not inconsistent with the context respectively extend to signify include and bind (1) the Lessor and its Assigns and (2) the Lessee his Executors Administrators and Assigns.

18. THE costs of and incidental to the preparation execution stamping registration and completion of the within Memorandum of Lease and of any giving of any notice or surrender thereof shall be paid for and borne by the Lessee.

AND FOR THE CONSIDERATION AFORESAID THE LESSOR DOTH HEREBY COVENANT AND AGREE with the Lessee:—

19. THAT notwithstanding anything to the contrary herein contained or implied the LESSEE MAY AT THE OPTION OF THE LESSEE at any time during the currency of this lease AND UPON GIVING TO THE LESSOR WRITTEN NOTICE in the form set out in the first schedule hereto AGREE TO PURCHASE the within described land for the sum of \$2852.00 (hereinafter termed "the compounded purchase price") being the cost of the land \$2000.00 (hereinafter termed "the basic purchase price") of which the sum of \$650.00 shall be paid by way of deposit TOGETHER WITH the sum of \$852.00

being deemed to be interest on the unpaid balance of

the cost of the land calculated at \$ 7.00 per centum per annum with half-yearly rests for fifteen (15) years.

20. UPON PAYMENT of the compounded purchase price as aforesaid the Lessor shall execute a proper assurance of the said land such assurance to be prepared by the Lessee and tendered to the Lessor for execution the expenses of and incidental to such assurance to be borne by the Lessee.

21. SHOULD the Lessee desire to complete his purchase as aforesaid at any time during the currency of the within lease or agreement THE LESSEE SHALL GIVE NOTICE THEREOF to the Lessor in the form set out in the second schedule hereto and the balance of the compounded purchase price shall thereupon be calculated by rebating the amount deemed to be interest as aforesaid to \$ 7.00 per centum per annum of the residue of the basic price calculated to the next six monthly period after the Lessee shall have given notice in writing to the Lessor of the intention of the Lessee to complete his purchase as aforesaid.

22. IN ADDITION TO but not in substitution for the within terms the Lessor DOTH HEREBY COVENANT with the Lessee that if and providing the Lessee shall have kept observed performed and fulfilled all and singular the covenants conditions and agreements of the within lease the Lessor SHALL FORTHWITH UPON DEMAND in writing by the Lessee APPLY TOWARDS PAYMENT OF THE PURCHASE PRICE and interest as aforesaid all sums paid by way of half-yearly payment of rental as hereinbefore provided PROVIDED HOWEVER that should rentals so paid as aforesaid EXCEED SUCH PURCHASE PRICE so calculated then the Lessee shall not require of the Lessor any accounting for such excess price on any rental so paid.

23. NOTWITHSTANDING the exercise of the foregoing right or option to purchase and although thereafter the true legal relationship between the parties hereto may be that of vendor and purchaser nevertheless for the purposes of these presents (but not otherwise) the relationship of Lessor and Lessee between the parties hereto shall be deemed to subsist until completion of the purchase aforesaid to the intent that until such completion the Lessee shall continue to make the payments hereby provided and observe and perform the covenants conditions and restrictions on the part of the Lessee herein contained and implied and so that the rights and remedies of the Lessor in his capacity as vendor shall remain in full force and effect.

24. THE Lessor DOTH FURTHER covenant and agree with the Lessee that upon title being given and taken according to clause 20 hereof such title shall be free and unencumbered saving and excepting those encumbrances already noted herein.

FIRST SCHEDULE

I/WE.

being the Lessee in the within written Memorandum of Lease DO HEREBY give notice to the Lessor pursuant to Clause 19 thereof of intention to purchase the land described in the within written lease on the following terms and conditions:—

- (a) Purchase price (being the compounded purchase price as shown and described in clause 19 thereof).
- (b) Deposit.
- (c) Balance in thirty equal half-yearly payments in advances the first of such payments to be made upon the _____ day of _____ 19__
- (d) In addition to and not in substitution for the various powers rights and remedies of the Lessor under the within written Lease the Lessor may in the event of default by the Lessee without further notice and without tendering any assurance resell the said land by public auction or private contract subject to such conditions as the Lessor may think fit and any deficiency in price resulting therefrom and all expenses attending a resale or any attempted resale after set-off of the said deposit may be recovered from the Lessee by the Lessor as liquidated damages.

DATED at _____ this _____ day of _____ 19__

Signed by the said _____

as Lessee in exercise of the within-written option to purchase in the presence of:—

Lessee

SECOND SCHEDULE

Memorandum of Lease DO HEREBY GIVE NOTICE TO THE LESSOR of my intention to complete the purchase upon the _____ day of _____ AND I REQUIRE THE LESSOR to afford me the benefit of the rebate of interest mentioned and referred to in Clause 21 in the within written Lease.

Dated at _____ this _____ day of _____ 19__

Signed by the said _____

as Lessee in the presence of:—

IN WITNESS WHEREOF these presents have been executed this _____ day of February 1972

THE COMMON SEAL of
THE NEW ZEALAND LAND DEVELOPMENT COMPANY
LIMITED

was hereunto affixed in the presence of:—



person appointed
[Signature]
[Signature]

I/WE. PETER IAN MCINTYRE of Christchurch Driver and LYNNETTE MCINTYRE His wife Lessor the Lessee named and described in the foregoing Memorandum of Lease DO HEREBY ACCEPT the foregoing lease of the above described land to be held by me/us as tenant and subject to the conditions restrictions and covenants above set forth.

Dated at Christchurch this 1st day of February 1972

SIGNED by the said
PETER IAN MCINTYRE
LYNNETTE MCINTYRE

in the presence of:—

[Signature]
[Signature]
Christchurch

P. McIntyre
L. McIntyre

Lessee

No.

LEASE

of

Correct for the purposes of The Land Transfer Act.

I HEREBY CERTIFY that the provisions of the Land Transfer Act, 1952 does not apply to this transaction.

W. Kelly
SOLICITOR FOR THE PURCHASER

Solicitor for the Lessee.

REGISTERED IN TRIPLICATE

Manup 15/11/1976
for 7653/4
35 D.P. 1976
[Signature]

Mortgage 889272 of The State Advances Corporation 22.11.1972 at 1.30 p.m.

DISCHARGED 15/11/76

A.L.R.

Lessor No. 889273 Family Benefit Charge to The State Advances Corporation 22.11.1972 at 1.30 p.m.

DISCHARGED 15/11/76

A.L.R.

Lessee No. 889274 Settled under the Joint Family Home Act 1964 by Peter Ian Wood and Lynette McIntyre both within named - 22.11.1972 at 1.30 p.m.

DISCHARGED 15/11/76

A.L.R.

Particulars entered in the Register-Book.

Vol. **11K** Fol. **1257**

produced **23 MAY 1972**

the

entered at **2.30** o'clock on **6.10.1972** at **3pm**

Mortgage 92550 of New Zealand Bank at 9 a.m. DISCHARGED 15/11/76

A.L.R.



Assistant Land Registrar
District of **CANTERBURY**

925501 Memorandum of priority making Mortgage No. 925500 SECOND Mortgage and Charge No. 889273 THIRD Mortgage produced 29.8.1973 at 9.15

[Signature] A.L.R.

LAND & DEEDS	
Nature:	L
Firm:	✓
Time:	23 MAY 1972
Fee:	\$5
Abstract No.	3533

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Solicitors

J A D McLeod

