

274 cycle A-

**Property information and
disclosures pack, including
pre offer acknowledgments.**

Property Information and Disclosures

Property Address

Listing Salesperson/people

Vendor to complete the following disclosures at time of listing:

Vendor's Warranties

When completing a Sale & Purchase Agreement, the Vendors Warranties clause requires that:

a) You have not received any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or government authority or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from any other party.

b) You have no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

If you are unable to warrant either of the above, please describe:

Notes:

Insurance

☐ No ☒ Yes Have you ever made any insurance or EQC claims in connection with the property?

☒ No ☐ Yes Have you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this property?

If 'YES' to any of the above, please explain:

Glasshouse destroyed in 2015 windstorm

Property Disclosures (include notes for further detail)

☒ No ☐ Yes Is the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they have signed related agreements or consents to) which may affect a customer's decision to purchase?

☒ No ☐ Yes Are there any areas of concern relating to the property and it's neighbourhood? For example, criminal activity, possible nearby developments, unusual death at the property, neighbourhood disputes, boundary issues, fencing issues or Council Encroachments at the property?

☐ No ☒ Yes Is everything in proper working order, including but not limited to electrical fittings, appliances, plumbing, locks and keys and remotes to all outside doors, wood burners, heating, security systems and airconditioning and including all of the intended chattels?

☒ No ☐ Yes Does the property display characteristics of asbestos presence?

☒ No ☐ Yes Does the property display evidence of the presence of Dux Qest plumbing?

☒ No ☐ Yes Does the property display evidence of the presence of weatherside cladding?

☐ No ☒ Yes Are there keys and/or remotes (if applicable) for every external door?

Insulation: Is there Insulation: in all external walls (ex-garage)? ☐ No ☒ Yes ☐ Unsure
in the ceiling? ☐ No ☒ Yes ☐ Unsure
underfloor? ☐ No ☒ Yes ☐ Unsure
in garage (if part of house)? ☒ No ☐ Yes ☐ Unsure

Additional Notes:

Rooms in garage have wall & ceiling insulation

Property Disclosures continued

☐ No ☒ Yes Is the property connected to town services? - water, stormwater, sewage?
If, no, describe fully the property's arrangements and detail servicing arrangements, including when last serviced?

☐ No ☒ Yes Will there be water/electricity/gas available for the new owner on settlement?

☒ No ☐ Yes Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:

If, yes; was the property professionally remedied?
Can you provide evidence of this?

☐ No ☐ Yes
☐ No ☐ Yes

☐ No ☒ Yes Does the property have a wood burner or open fire? place?

When was it last serviced? 2025

Does it have a Code Compliance Certificate or Permit? ☐ No ☒ Yes ☐ N/A

☒ No ☒ Yes Are there any retaining walls on or about the property?

Is there a Code Compliance Certificate or Permit available (where applicable)?

☐ No ☐ Yes ☒ N/A
☒ No ☐ Yes

Is there any evidence of movement in the wall/s? If so please explain

☒ No ☐ Yes Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?

☐ No ☒ Yes Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?

☒ No ☐ Yes Is there any evidence or issues relating to the structural integrity of the dwelling, e.g. building subsidence, signs of movement, walls removed?

☐ No ☒ Yes Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?

☒ No ☐ Yes Have any fully-tiled showers been installed? (They will need a CCC)

☐ No ☒ Yes Is there any evidence of current or past insect, rodent or animal issues on the property?

Sometimes get mice in ceiling space in winter

Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s) ☒ Yes ☐ No

a) are they fully City Council compliant for their claimed type of use? ☐ No ☒ Yes ☐ N/A

b) is there anything about them that should be disclosed to buyers? ☒ No ☐ Yes

c) are they fully operational (completed, permanent power supplied etc)? ☐ No ☒ Yes

☐ No ☐ Yes If the property is a rental property does the home met the "healthy homes" requirements?

☒ N/A *The healthy homes standards became law on 1 July 2019. The healthy homes standards introduce specific and minimum standards for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping in rental properties. All private rentals must comply within 120 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2025. see www.tenancy.govt.nz*

☐ Unsure

☒ No ☐ Yes ☐ Unsure ☐ N/A If the property is a Unit Title, Cross Lease, Company Share and/or has a Body Corp or has special rules of occupation, is there any limitation on normal residential activity (e.g. having pets, tenants, parking vehicles etc.)

Additional Notes: (if required)

Property Disclosures continued
Leaks Disclosure

- ☒ No ☐ Yes Was any part of any building (or alterations to) constructed in 1990 – 2005? (This period is noted for potential weathertightness issues.
- ☐ No ☒ Yes WATER: Are you aware of any weathertightness or water damage issues past or present (leaks, mould, dampness, flood damage, failed offers, remedial action applied to any problem area(s) or any matter related to water ingress or damage affecting any building forming part of the property)? If 'Yes' describe fully:
in garage during heavy rainfall

Documents provided by the Vendor

The following will be made available to buyers via the buyer document link upon request. Agent will note or cross out all the documents available and if provided tick to confirm they are in the Buyer Info Pack.

LIM ☒ Available	☐ Uploaded to Buyer Documents
Title & Instruments ☒ Available	☐ Uploaded to Buyer Documents
Building report ☒ Available	☐ Uploaded to Buyer Documents
CCC ☒ Available	☐ Uploaded to Buyer Documents
HH report ☐ Available	☐ Uploaded to Buyer Documents
RC ☐ Available	☐ Uploaded to Buyer Documents
Building Consents ☒ Available	☐ Uploaded to Buyer Documents

Any relevant certificates like Safe & Sanitary reports, QC data, Insulation or COA certificates? ☐ Uploaded to Buyer Documents

Other ☐ Uploaded to Buyer Documents

The client(s) undertake to disclose to ownly and the listing salesperson (in writing - addressed to the listing salesperson) details of any water penetration issues that they become aware of between listed date and sold date. Additional Notes: (if required)

When it rains heavily, seepage into garage from under deck

This section is to be maintained during the course of the listing by the salesperson.

If I am aware, or become aware during the course of the listing, that (under ownly or any agency); that there has been an accepted offer within the last twelve months on the property that did not progress to confirmation or settlement, or a potential Purchaser withdrew an offer on the basis of a professional report or was unable to arrange finance or insurance because of an issue with the property, it will be explained below, together with our understanding of the reason for the failure, if it is known.

Salespersons notes: If I become aware during the course of the listing of any Disclosure issues (that were not disclosed elsewhere in this document) I will note them here or on the supplementary page attached:

Vendor Declaration

"The above information has been provided to the best of our knowledge, accurately and in good faith. If we are aware of any defects above or below the ground that could affect the property's weathertightness, durability or habitability we have disclosed them herein. Anything discovered subsequently will be disclosed to the salesperson in writing. We understand the information in this document or subsequent information provided is required by law to be disclosed to Purchasers".

<i>Melissa Farnmol-Ibane</i>	<i>Melissa Farnmol-Ibane</i>	<i>1/5/26</i>
Name	Signed by the Vendor(s) or authorised person	Date
<i>Matthew Farnmol-Ibane</i>	<i>Matthew Farnmol-Ibane</i>	<i>1/5/26</i>
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date

Title Information (Salesperson to complete after listing and before launching on the market)

Address

774 Clyde St

Title doc obtained on:

1-Apr-26

ESTATE

☒ Freehold

☐ Cross-Lease (Fee Simple)

☐ Stratum in Freehold (Unit Title)

or:

NB: A title will not provide any guarantee regarding boundaries or land size and nor can the salesperson. If you have any doubts you should research further or engage a surveyor to verify the exact boundaries. Mortgages or Caveats: These should be cleared on settlement (i.e before you move in.) If an interest or memorial on the title applies to this land the box next to the explanation is to be marked.

- ☐ **TITLE YET TO BE ISSUED** This property can be purchased but any sale and purchase agreement must be conditional upon the title being issued and being acceptable to your lawyer.
- ☐ **Appurtenant to/ Dominant Tenement/ Benefited Land:** If an Interest begins with or includes these words, it is for the benefit of this land.
- ☐ **Subject to/ Servient Tenement/Burdened Land:** If an Interest begins with or includes these words, this land gives the benefit. If the wording includes the phrase 'In Gross', the benefit is usually given to a City Council or a supplier of services like water, sewage, and communications.
- ☐ **Easements:** These grant benefits or rights to cross land and usually refer to above-ground or underground services and Rights of Way. Sometimes they refer to Party Walls.
- ☐ **Resource Management Act 1991.** If the property was developed after 1991 there should be reference to the RMA which usually implies the development was consented under that Act.
- ☐ **Fencing: Covenant, Provision or Agreement.** A Covenant usually has a life of only 12 years or applies until the first purchaser sells it on (unless it involves Crown land). A Provision is usually like a Covenant. Fencing Agreements differ and are usually an arrangement between current owners and neighbours to do (or not do) something that expires when one party sells. If it is registered on the title its terms can pass on to and commit a new buyer to the agreement.
- ☐ **Land Covenant, Encumbrance:** This will usually bind current and future owners to conditions such as construction style, fence height, position of buildings etc and is often very detailed. Buyers must be clear as to how these conditions might affect their future use of the property.
- ☐ **Consent Notice:** Consent notices are usually issued by City Councils making certain stipulations about construction and land use. Its terms will probably bind current and future owners.
- ☐ **Building Line Restriction (ancient measure from road):** Even if noted, these now rarely apply and have been replaced by conditions in the District Plan. Internal Building lines may still apply.
- ☐ **Legal, Crown Minerals, Acts of Parliament, Gazette Notices etc:** These items imply Crown ownership applies or some legislative effect. We suggest you seek legal advice.
- ☐ **Cross lease Properties (see below)** We will attach a copy of the Memorandum of Lease (if it is available). The Lease contains the rules applying to occupation and use. These are usually standard conditions but if we are aware of special rules we (or your lawyer) can explain them to you. The Title includes a Flats Plan and you should compare this to what is actually on the property and check for a changed 'footprint'. Please also ask your lawyer to explain this type of Estate, to check the Flats Plan against the Lease and to check the wording of the Lease.

Cross Lease Title N/A ☐

- ☐ No ☐ Yes In relation to the original floor plan, have there been any alterations to the external dimensions of the dwelling?
- ☐ No ☐ Yes Are any of the alterations enclosed and attached to the dwelling? (Refer to Clause 6.4 (2) of the Sale & Purchase Agreement.
- ☐ No ☐ Yes ☐ N/A Is there evidence of the other cross lease owners approval of these changes?
- ☐ No ☐ Yes ☐ N/A Does the flats plan appear accurate?
- ☐ No ☐ Yes The salesperson has obtained a copy of the memorandum of lease and it is available for viewing. Please ensure your lawyer explains any restriction that may affect your use of the property on the memorandum of lease.

Unit Title N/A ☐

- ☐ No ☐ Yes Pre-Contract Disclosure Statement is available
- ☐ No ☐ Yes A longterm maintenance plan is available

District Plan Authority Property Zoning (proposed district plan)

- ☐ No ☐ Yes Is the property categorised as being in a flood area? If yes, attach a map
- ☐ No ☐ Yes If there are any other features that may be of interest to a prospective purchaser, note it below.

Additional Salesperson notes regarding the District Plan (Local Authority Plans/ Intentions): (if required)

Information to Purchasers

A **Title** is a legal document that sometimes contains complex content beyond the knowledge of the Salesperson. The Salesperson's opinion and information, while given here with the best of intentions, may not be legally or factually correct. It is important that you are clear on what notations on the Title mean and how they may impact on your purchase and/ or the use of the property. **We strongly recommend that you seek the professional advice of your lawyer or make further enquiries, especially if you have any doubts about the information given or have questions that the salesperson is unable to answer to your satisfaction.**

District Plan (Local Authority Plans/ Intentions): NB: Any or no comment in the 'Salesperson Note' section above regarding the district plan does not purport to be exhaustive. We recommend you consult your local authority for more information.

Size etc. of Land and Buildings: The information in the Title, marketing material and other documents is derived from outside sources and we cannot guarantee its accuracy. **If buyers have any doubts about the given information they are strongly recommended to make further enquires or seek professional advice.**

Notes on Weathertightness, Dux Qest and Asbestos

Cladding products or systems as follows, may be associated with weathertightness issues. These products include but are not limited to:

- Polystyrene
- Cement Board Sheeting (often texture-coated)
- Stucco

Building designs with the following may also be considered at risk:

- narrow or no eaves
- internal gutters
- decks above ground floor
- And/or exposed flat areas above internal rooms, e.g. deck, roof.

From September 1995 to 2005, kiln dried untreated timber was permitted to be used in construction and building designs of that era often excluded cavities in external walls.

20,000 to 40,000 houses in the mid 1970's to late 1980's were built using Dux Qest plumbing, a system known for spontaneously failing. Many properties have been replumbed, wholly or partially.

Houses built pre-2000's may have some building products that contain **asbestos**.

Weatherside is a tempered hardboard, made from wood fibres which have been glued together. Issues occur when moisture ingress causes the glue in the cladding to fail, this is often due to un-maintained paint systems, cracking, or damage to the cladding.

Purchaser's please note carefully:

- The Vendor is only responsible for work they have completed.
- The Salesperson must disclose any issue known to them but is not required to uncover hidden defects and is not qualified to assess documents such as LIM reports, council files and building reports.

Purchasers are strongly advised to seek professional advice to establish the true condition and status of the property, so they are aware of any existing or possible future problems, as well as the property's suitability for their use, even if you are in competition or in a 'multi-offer' situation.

The Salesperson has no conflict of interest marketing this property. If so, it is noted here: ☒ No Conflict ☐ Yes then if yes...

Salesperson

Mer Kennedy

Signature

[Signature]

Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.)

For the property (address) 274 Clyde St Balclutha

Property to be purchased in the name/s of

1. I confirm I have gained access to all areas of the property needed and have viewed all information necessary to make an informed buying decision.
2. I confirm I have had the opportunity and encouragement to seek legal advice.
3. Boundaries; I understand that the salesperson cannot, and so has not, defined these for me/us. A professional surveyor can provide accurate boundary information.
4. I understand that if I am intending to use the property in alignment with District Zoning for a specific purpose, I have needed to do my own due diligence about the ramifications of the specific zoning for this property?
5. I confirm I understand that Legislation/ tax changes to rental properties tax may apply and for some properties (e.g., lifestyle, rural) GST and GST registration may be relevant, you are recommended to seek professional advice regarding tax on rental properties.
6. Finance: The S & P Agreement may require evidence of non-availability. I understand that should finance not be approved, I must provide evidence of this in accordance with the General Terms of Sale?
7. I understand that should I/we obtain a building inspection report and subsequently choose not to confirm on the basis of that report, I/we must provide that report to the Vendor at their request, in accordance with the General Terms of Sale.
8. Unconditional Offers: I understand that there are risks when I/we have no special conditions. (If that is the case) In making an 'unconditional' offer I/we are accepting the property's Title without chance of further review and understand that the deposit must be paid immediately.
9. If this is a Unit Title, I confirm I/we have received a Pre-Contract Disclosure prior to making this offer.
10. I confirm I understand that Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest around that sale.
11. I confirm I/we are entering into this transaction voluntarily and without duress.

Initial/s

Complaints Policy (all real estate agents are required to have a formal complaints policy)

The agency 'ownly' would prefer any complaint to be in writing (but it can be advised otherwise) and delivered promptly to the Supervising Agent: Keith Ward Email: Supervision@ownly.nz Cell: 027 288 8813. As soon as we know about it, we will attend to it fairly and promptly. Customers don't need to advise the agency 'ownly' of a complaint, they have the right to make their complaint direct to the Real Estate Authority (REA), a government body charged with overseeing and regulating the real estate industry. The REA can be contacted on; 0800 367 7322 or email info@rea.govt.nz

All named Purchaser's are required to confirm that all acknowledgments and questions are read and understood and they have read and understood this entire 8 page Property Information Pack and Disclosures.

Purchaser 1 Name	Date of birth
Signed by the Purchaser 1	Date
Purchaser 2 Name	Date of birth
Signed by the Purchaser 2	Date
Purchaser 3 Name	Date of birth
Signed by the Purchaser 3	Date
Purchaser 3 Name	Date of birth
Signed by the Purchaser 3	Date

General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

Bright-Line Test

The bright-line test in New Zealand determines whether the profit from selling residential property is subject to income tax, based on the duration of ownership. As of 1 July 2024, significant changes have been implemented:

Current Rules (Effective 1 July 2024):

Bright-line Period: If you sell a residential property on or after 1 July 2024, the bright-line test applies if the property is sold within 2 years of acquisition.

Exemptions:

Main Home: The bright-line test does not apply if the property sold is your main home.

Business Premises and Farmland: Sales of properties used predominantly as business premises or farmland are also exempt.

Start and End Dates:

Start Date: For a standard property purchase, the bright-line period begins on the date the property's title is transferred to you, typically the settlement date.

End Date: The period ends when you enter into a binding sale and purchase agreement to sell the property.

Further information: ird.govt.nz

Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
 - has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
 - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
 - is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

These checks can take days, and sometimes weeks if a trust or company is involved: we strongly recommend that you arrange to get things underway as soon as possible.

Further information: dia.govt.nz Other useful sites settled.govt.nz

Disclaimer: All information herein is true and accurate to the best of ownly's knowledge. Information herein should not be a substitute for legal advice. No liability is assumed by ownly, or its licensees, for losses suffered by any person relying directly or indirectly on information published herein. ownly recommend you seek expert and legal advice.

Property Disclosures

Additional Notes: (if required)



**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 **OTB1/266**

Land Registration District **Otago**

Date Issued 09 April 1962

Prior References

OT448/30

Estate Fee Simple
Area 1773 square metres more or less
Legal Description Lot 4-5 Deposited Plan 9977
Registered Owners
Matthew Ian Faa Moe-Ioane and Melissa Claire Faa Moe-Ioane

Interests

245216 CAVEAT BY THE DISTRICT LAND REGISTRAR - 9.4.1962 AT 12.30 PM

Subject to a right to drain stormwater and sewage over part appurtenant to Lot 3 DP 9977 (CT OT B2/111) created by Transfer 255615 - 4.3.1963 at 12.15 pm

Subject to a right to drain over part appurtenant to Lot 2 DP 9977 (CT OT448/30) created by Transfer 240346

10718928.1 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS COMPUTER REGISTER IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) (ALSO AFFECTS OTA2/630) - 3.3.2017 at 7:00 am

11170519.3 Mortgage to ANZ Bank New Zealand Limited - 23.7.2018 at 12:02 pm

LAND TRANSFER ACT 1952

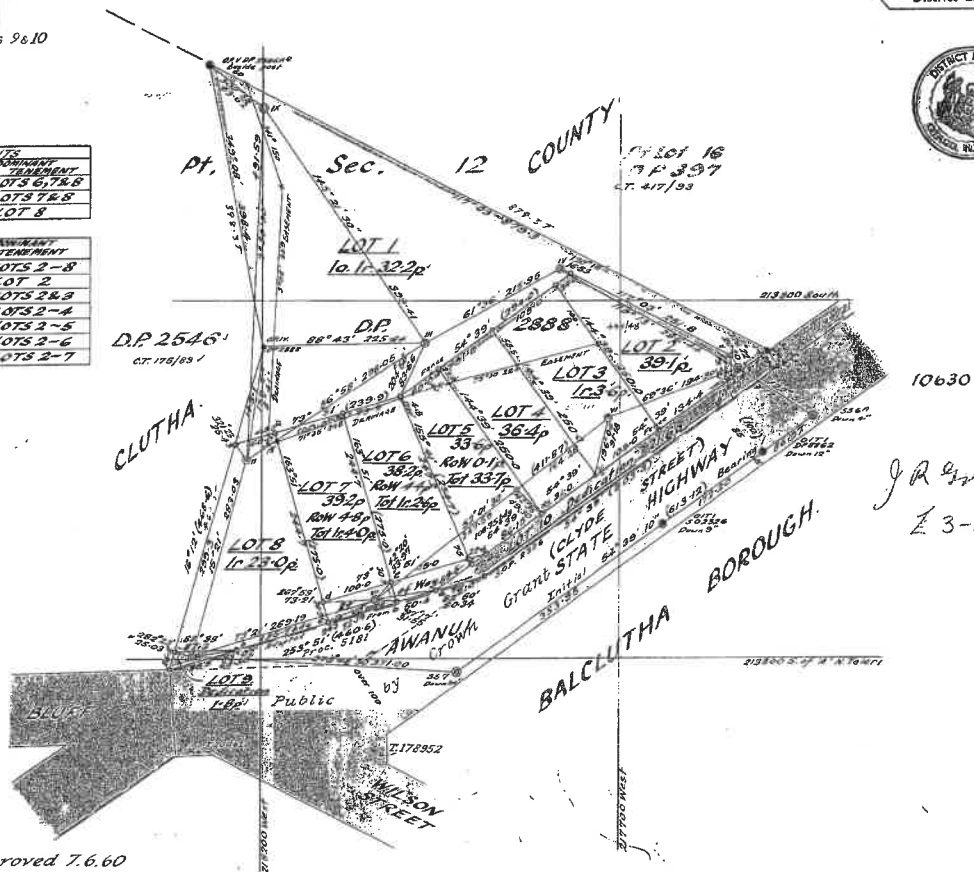
L & S Form IV-38

Land Transfer Office

Received 20.2.61
Title Reference 213/158Referred to L. T. Surveyor 22.2.6123825 transfers & dedicates Lots 9 & 10
for road.Deposited this 1st day
of November 1961
W. H. H. H. H.
District Land Registrar

MEMORANDUM OF EASEMENTS		
R.O.W. OVER	SERVIENT TENEMENT	DOMINANT TENEMENT
LOT 5	LOT 5	LOTS 6, 7 & 8
LOT 6	LOT 6	LOTS 7 & 8
LOT 7	LOT 7	LOT 8

SEVERITY	SEVERITY	SEVERITY
LOT 1	LOT 1	LOTS 2-8
LOT 3	LOT 3	LOT 2
LOT 4	LOT 4	LOTS 2 & 3
LOT 5	LOT 5	LOTS 2-4
LOT 6	LOT 6	LOTS 2-5
LOT 7	LOT 7	LOTS 2-6
LOT 8	LOT 8	LOTS 2-7



Scheme Plan 1061 approved 7.6.60

Note
All bearings are in terms of
the Geodetic 1949 Datum.

For Surveyor's Report

Plan File

Approved as to Survey

Chief Surveyor

Reference plan 213/158Field book 1.6.72 p. 57-61Traverse book 1.6.72 p. 47-49Examined by W. H. H. H. on 20.2.61Recorded at 20.2.61Corrected at 20.2.61

L. T. Surveyor

TOWN OF ROSEBANK EXTENSION NO. 24.
PLAN OF SUBDIVISION OF PART DP 2888 BEING
PART SECTION 12.Comprised in C.T. 213/158Survey Block & District BLOCK XXXIII CLUTHA S.D.Land District OTAGO Local Body CLUTHA COUNTYScale 1 chain to an inch Surveyed by J. R. Gargory Date January 1961I, John Russell Gargory, Registered Surveyor and holder of an annual practicing certificate, do solemnly and sincerely declare that this plan has been made from survey executed by me, that both plan and survey are correct, and have been made in accordance with the regulations under the Survey Act, 1952.

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

Declared at Clutha this 27 day of February 1961before me—W. H. H. H.
Justice of the Peace (or Solicitor, or Notary Public)

PDV. E. H. Robertson

Approved

B. M. Robertson

B. M. Robertson

Applicant or Registered Owner

This space reserved for plan numbers

9977

Land Transfer—17.

CAVEAT BY DISTRICT LAND REGISTRAR.

I, LESLIE ESTERMAN

District Land Registrar of the Land Registration District of OTAGO

_____, in exercise of the powers vested
in me in that behalf, forbid the registration of any memorandum of transfer or
other instrument affecting Lots 4 and 5 Deposited Plan 9977
being all the land in Certificate of Title BL/266 and
Lots 1, 3, 7 and 8 Deposited Plan 9977 being balance of
the land in Certificate of Title Volume 448 folio 30.

until this caveat be by me, or by the District Land Registrar for the time being, withdrawn. The grounds for entry of this caveat are as follows:—

To prevent any alienation of the above land other than
in accordance with the Schedules of Easements endorsed
on Deposited Plan 9977.

Dated this 9th day of April, 1962

U. Hermann

District Land Registrar.

CAVEAT No 245216

Particulars entered in the Register-book, Vol. ~~1448~~

folio 30, B1/R.66

the 9th day of April 1962

at 12.20 o'clock.



W. H. H. H. H.
District Land Registrar.

9/4/62

12-30

LAND	1962
DLR	
9 APR 1962	
Time	12.20
For	nil
District No.	



Image Quality due
to Condition
of Original

255615 TE

[Approved by the District Land Registrar, Dunedin—No. 1961/28]

[New Zealand]

MEMORANDUM OF TRANSFER

CAMPBELL LEARMOUTH GRAHAM of Balclutha, Dental Surgeon (hereinafter
called "the transferor") _____ being registered as the proprietor
of an estate in fee simple _____

subject,

however, to such encumbrances liens and interests as are notified by memorandum underwritten
or endorsed hereon, ^{FIRST} in all that piece of land situated in the CLUTHA DISTRICT

, containing ONE (1) ROOD THREE DECIMAL

SIX (3.6) POLES

be the same a little more or less being Lot Three (3) Deposited Plan 9977 and
being part Section 12 Block XXXIII of the said District and being part
of the land comprised and described in Certificate of Title Register
Book Volume 448 Folio 30 SUBJECT TO Drainage rights created by Transfer
No. 240346 appurtenant to Lot 2 Deposited Plan 9977 SECONDLY all those
pieces of land situated in the CLUTHA DISTRICT containing together TWO
(2) ACRES THREE (3) ROODS ELEVEN DECIMAL NINE (11.9) POLES be the same
a little more or less being Lots One (1), Four (4), Five (5), Six (6),
Seven (7) and Eight (8) Deposited Plan 9977 and being part Section 12
Block XXXIII of the said district and being part of the land comprised
and described in Certificate of Title Register Book Volume 448 Folio 30
(Otago Registry) and the whole of the land comprised and described in
Certificate of Title No. B1/266 SUBJECT as to part Lot One (1) to water
rights created by Transfer 240217 and SUBJECT TO Drainage Rights created
by Transfer No. 240346 and SUBJECT TO (as to the land in B1/266) Memorandum
of Mortgage No. 245797 and No. 245798

In consideration of the sum of FOUR HUNDRED AND FIFTY POUNDS (£450)

paid to him by GRAEME GEORGE FINCHAM of Balclutha, Baker and JUNE
MARJORIE FINCHAM of Balclutha, Married Woman (hereinafter called
"the transferees")

the receipt of which sum is hereby acknowledged,

12 III 62 4726 22-00004100 D11

9.1.62 4726 22-00004100 D11

doth
do hereby transfer to the said transferees

his
all my estate and interest in the said piece of land first
above described.

AND FOR THE CONSIDERATION AFORESAID and in consideration of the covenants hereinafter appearing the transferor doth hereby transfer and grant unto the transferees of other the registered proprietors owners or occupiers of the land first above described full free right liberty and licence for all time hereafter in common with the transferor or other the registered proprietors owners or occupiers of the lands secondly above described or any part thereof to carry and convey by means of pipes and/or concrete conduits through and waters that portion of the lands secondly above described along the line drawn in blue on said Deposited Plan 9977 and marked "Drainage Easement" all storm water, surface water, household water and foul sewage which shall from time to time be upon or brought on or shall collect on the land first above described and be discharged the same beyond the boundaries of the lands secondly above described and for such purposes from time to time to dig up to any depth and again fill in the soil of the lands secondly above described and to lay down construct erect make alter repair and maintain such pipes and/or concrete conduits of such size as the transferees shall deem expedient for the carrying and conveying the said storm water surface water household water and foul sewage with such manholes valves and surface boxes as the transferees shall think fit and from time to time to inspect maintain cleanse repair extend remove and enlarge such pipes concrete conduits manholes valves and surface boxes and to have to the lands secondly above described for any such purposes full free right liberty and licence for themselves their executors and administrators and assigns and their agents servants workmen and engineers to enter and remain upon the said lands secondly above described with or without horses carts motor vehicles machinery and implements and generally to do and perform all such acts and things in or upon the lands secondly above described as may be necessary or proper for or in relation to any of the purposes aforesaid AND IT IS HEREBY COVENANTED AND AGREED by and

between the parties hereto;

Signed on the day above named by the said

1. THAT the costs and expenses of laying making constructing repairing altering cleansing inspecting maintaining enlarging or removing the said pipes and/or concrete conduits shall be borne and shared equally between the persons as shall from time to time actually be using the said pipes and/or concrete conduits for all or any of the purposes aforesaid.

2. THAT in the event of the transferees entering to and upon the lands secondly above described or any part thereof for the aforesaid purposes or any of them the transferees shall carry on any works connected with such purposes with as little disturbance as possible to the surface of the said lands and will immediately upon the completion of such works restore the surface of the said land as nearly as possible to its original condition and will repair and made good all damage to fences gates and other erections in or upon the said lands caused by the carrying out by the transferees of any such works.

AND IT IS HEREBY FURTHER COVENANTED AND DECLARED by and between the parties hereto that the transferor shall not be liable for any costs of erecting or maintaining any fence or fences between the land first above described and any adjoining lands owned by the transferor but this provision shall not ensue for the benefit of any purchaser of such adjoining lands or any part thereof;
No agreement in writing preceded this transfer.

IN WITNESS WHEREOF these presents have been executed this 18th day of Sept
One thousand nine hundred and sixty-two.

SIGNED By the said CAMPBELL
LEARNOTH GRAHAM in the presence
of:

[Signature]
[Signature]
Batchelor

C. S. Graham

SIGNED By the said GRAEME GEORGE
FINCHAM and JUNE MARJORIE
FINCHAM in the presence of:

Gracie George Fincham
J. M. Fincham

[Signature]
[Signature]
[Signature]

No. 255615

25

Correct for the Purposes of "The Land Transfer Act"

TRANSFER OF Lot 3 D.P. 9977

[Signature]
Solicitor for the Transferees

situated in Clutha Survey District

CAMPBELL LEARMONTH GRAHAM } Vendor

GRAEME GEORGE FINCHAM and } Purchaser
JUNE MARJORIE FINCHAM

Particulars entered in the Register Book,

Vol. 81

Folio 266, 448/30

the

4 - MAR 1963

19

at

12.15

o'clock



[Signature]
District Land Registrar
of the District of Otago

The instrument created by the within
transfer is subject to the provisions of
Section 4a Sub-section (3) (a) of The
Land Subdivision in Counties Act 1946.
See Section 6 of the Land Subdivision
in Counties Amendment Act 1952.

B2/111

Drainage Rights

LAND & DEEDS
Nature: ☒ Transfer
Form: ☒ 1
Date: 4-MAR-1963
Time: 12.15
Foot: 3
Abstract No. 36

LAND & DEEDS
Nature: ☒ Transfer
Form: ☒ 1
Date: 4-MAR-1963
Time: 12.15
Foot: 3
Abstract No. 36

WALTER, MOORE & POOLE
SOLICITORS,
BALCLUTHA.



240346 TE

[Approved by the District Land Registrar, Dunedin—No. 1961/28]

[New Zealand]

MEMORANDUM OF TRANSFER

CAMPBELL LEARMONTH GRAHAM of Balclutha, Dental Surgeon, (hereinafter called "the Transferor") being registered as the proprietor of an estate in fee simple

however, to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon, FIRST in/all that piece of land situated in the CLUTHA DISTRICT

, containing THIRTY-NINE DECIMAL ONE

(39.1) POLES

be the same a little more or less being Lot Two (2) Deposited Plan 9977 and being part Section 12 Block XXXIII of the said District and being part of the land comprised and described in Certificate of Title Register Book Volume 448 folio 30 (Otago Registry)

SECONDLY all those pieces of land situated in the CLUTHA DISTRICT containing together Three (3) Acres fifteen decimal five (15.5) Poles more or less being Lots One (1) Three (3) Four (4) Five (5) Six (6) Seven (7) and Eight (8) Deposited Plan 9977 and being part Section 12 Block XXXIII of the said District and being part of the land comprised and described in Certificate of Title Register Book Volume 448 folio 30 (Otago Registry)

AGREEMENT TO TRANSFER
AND TO MORTGAGE
the above land
E.H. 19.0.812.161
E. 19.0.812.161

Dist. Registrar of Sales
DUNEDIN

In consideration of the sum of FOUR HUNDRED AND TWENTY-FIVE POUNDS (2425)

paid to him by IVOR CLIVER TOMKINSON of Balclutha, Labourer (hereinafter called "the Transferee")

the receipt of which sum is hereby acknowledged

Plat. 448/30 Lot 2 DP 9977 (Transf. of Balclutha Dist. 1904)
being Pt. Sec 12 Blk XXXIII Clutha Dist.
Area: 39.19

16 H 4 2647
C=00.000.030 DIN
NO. 1961/28

do hereby transfer to the said Transferee

his
all my estate and interest in the said piece of land first above

described.

AND FOR THE CONSIDERATION AFORESAID and in consideration of the covenants herein-
after appearing the Transferor doth hereby transfer and grant unto the Transferee
or other the registered proprietors owners or occupiers of the land first above
described full free right liberty and licence for all times hereafter in common with
the Transferor or other the registered proprietors owners or occupiers of the lands
secondly above described or any part thereof to carry and convey by means of pipes
and/or concrete conduits through and under that portion of the lands secondly above
described along the line drawn in blue on said Deposited Plan 9977 and marked
"Drainage Easement" all storm water, surface water, household water and foul sewage
which shall from time to time be upon or brought on or shall collect on the land
first above described and to discharge the same beyond the boundaries of the lands
secondly above described and for such purposes from time to time to dig up to any
depth and again fill in the soil of the lands secondly above described and to lay
down construct erect make alter repair and maintain such pipes and/or concrete
conduits of such size as the Transferee shall deem expedient for the carrying and
conveying the said storm water surface water household water and foul sewage with
such manholes valves and surface boxes as the Transferee shall think fit and from
time to time to inspect maintain cleanse repair extend remove and enlarge such pipes
concrete conduits manholes valves and surface boxes and to have to the lands secondly
above described for any such purposes full free right liberty and licence for himself
his executors administrators and assigns and his and their agents servants workmen
and engineers to enter and remain upon the lands secondly above described with
or without horses carts motor vehicles machinery and implements and generally to do
and perform all such acts and things in or upon the lands secondly above described
as may be necessary or proper for or in relation to any of the purposes aforesaid
AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto:

1. THAT the costs and expenses of laying making constructing repairing
altering cleansing inspecting maintaining enlarging or removing the said
pipes and/or concrete conduits shall be borne and shared equally between
the persons as shall from time to time actually be using the said pipes
and/or concrete conduits for all or any of the purposes aforesaid.
2. THAT in the event of the Transferee entering onto and upon the lands
secondly above described or any part thereof for the aforesaid purposes
or any of them the Transferee shall carry out any works connected with such

XX
XX

XX

XXXXXXXXXXXXXXXXXXXX



The Land and Deeds Registry Office.

DUNEDIN, C.1.

24 January 19 62

Messrs. Walter, Moore & Poole
Solicitors, P.O. Box. 89
BALCLUTHA

Dear Sir,

Transfer No. 240346

Mortgage No. _____

No. _____

PARTIES: C.L. Graham

TO: I.O. Tomkinson

Registration of the above-mentioned document(s)
cannot be completed until the following requisition is
satisfied. Your early attention to this matter will
be appreciated.

Name of transferor is incorrect.

Revlan
District Land Registrar

purposes with as little disturbance as possible to the surface of the said lands and will immediately upon the completion of such works restore the surface of the said land as nearly as possible to its original condition and will repair and make good all damage to fences gates and other erections in or upon the said lands caused by the carrying out by the Transferee of any such works.

AND IT IS HEREBY FURTHER COVENANTED AND DECLARED by and between the parties hereto that the Transferor shall not be liable for any costs of erecting or maintaining any fence or fences between the land first above described and any adjoining lands owned by the Transferor but this provision shall not enure for the benefit of any purchaser of such adjoining lands or any part thereof.

IN WITNESS whereof these presents have been executed this 3rd day of November 1961.

AB
SIGNED by the said
CAMPBELL LEARMOUTH GRAHAM
in the presence of:

[Signature]
Solicitor
Baldwin

C. L. Graham

SIGNED by the said
IVOR OLLIVER TOMKINSON
in the presence of:

[Signature]
I. O. Tomkinson
[Signature]
Solicitor
Baldwin

240346

97

No.

Correct for the Purposes of "The Land Transfer Act"

TRANSFER OF land

lot 2

situated in CLUTHA DISTRICTCAMPBELL LEARNMOUTH GRAHAM~~Transferor~~
TransferorIVOR OLLIVER TOMKINSON~~Transferee~~
Transferee

Particulars entered in the Register Book,

Vol. 448 Folio 30

16 NOV 1961

the

day of

19

at



Usterman

Assistant District Land Registrar

the easement created by the within
transfer is subject to the provisions of
Section 9a Sub-section (3) (a) of The
Land Subdivision in Counties Act 1946.
See Section 10 of the Land Subdivision
in Counties Amendment Act, 1953.

Usterman D.L.R.

201R
having
448/48

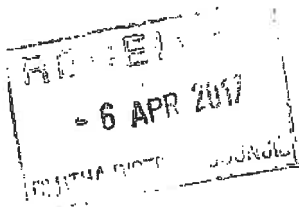
2 DEEDS
Transferred
16 NOV 1961
201R
3-12-12
201R

WALTER, MOORE & POOLE

SOLICITORS,

BALCLUTHA.





CERTIFICATE IMPOSING CONDITION

16691
2777(134) 0

UNDER SECTION 75(2) OF THE BUILDING ACT 2004

Section 77(1) and (4) Building Act 2004

BARCODE

C77 10718928.1 Building

Cpy - 01/02, Pgs - 002, 10/04/17, 09:53



DocID: 214714055

Land Registration District(s)

Otago

Specified Allotments

Continue on Annexure Schedule, if required

Unique identifier	All/Part	Legal description	Unique identifier(s) of Other Specified Allotment(s) to be included in any Transfer or Lease
OTB1/266 OTA2/630	All Part	Lots 4-5 DP 9977 Lots 1,6-8 DP 9977	

Name of Territorial Authority

Clutha District Council

Full Name of Registered Proprietor

Surname to be underlined

CARL DAVID GLOVER and AMY LEE GLOVER

Certificate

A Building Consent is to be granted, subject to a condition under section 75 of the Building Act 2004, that the specified allotments must not be transferred or leased except in conjunction with (the) other allotment(s), as set out in the above table.

Dated this 3rd day of April 2017

Signature (Territorial Authority)


Signed by* Malcolm Sinclair Building Control Manager Clutha District Council
*Insert name and designation of signatory in BLOCK letters (unless legibly printed):
A duly authorised Officer of the Territorial Authority Clutha District Council

Signature (Registered Proprietor)

Registered Proprietor

Section 75 certificate

MANUAL DEALING LODGEMENT FORM

Landonline Firm Code: Cluthac

LOGGING FIRM: Clutha District Council

Private Individual:

Address: 1 Rosebank Tce
PO BOX 2 5
Balclutha 9240

ASSOCIATED FIRM:

Client Code / Ref:

Dealing/SUD Number:
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number/Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

C77 10718928.1 Building
Cpy - 02/02, Pgs - 002, 10/04/17, 09:53

Copies
(inc. original)
DocID: 214714055

Tax Statement included ☐

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	OTB1/266 OTA2/630	C77	Carl David Clover Amy Lee Clover	\$176.00				176.00
2	OT243/139	C73	Downie Stewart Trustee Ltd	\$176.00				176.00
3	OT16D/43	C73	Jeremy Scott Combes Leshia Jacoba Cheong	\$176.00				176.00
4				\$0.00				
Subtotal								\$528.00
Total for this dealing								\$528.00
Less fees paid on Dealing #								\$528.00

Land Information New Zealand Manual Dealing Lodgement Form
Fees Receipt and Tax Invoice
GST Registered Number 17-022-895

1 x L/F Annotations (LINZ use only):
Original signatures present

Original Signatures?

Debit my Landonline account for
(only available for Landonline customers)
or Cash / Cheque enclosed for
(Only pay in cash if depositing in drop box at a LINZ processing centre)
or Eft-pos payment due for
(Eft-pos only available if logging the dealing in person at a LINZ processing centre)

LINZ Form P005
April 2016