

**Encumbrance instrument**  
Section 101, Land Transfer Act 1952

**ENC 6933132.1 Encumbri**

Cpy - 01/03, Pgs - 006, 04/07/08, 08:17



DocID: Z11794206

Land registration district

**CANTERBURY**

Unique identifier(s)

or C/T(s)

All/part

Area/description of part or stratum

CB723/86

All

Encumbrancer

Surname(s) must be underlined.

**BRUCE EDWARD FLETT AND RACHAEL VIVIEN FLETT**

Encumbrancee

Surname(s) must be underlined.

**CHRISTCHURCH CITY COUNCIL**

Estate or interest to be encumbered

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

Fee Simple

Encumbrance memorandum number

Not applicable

Nature or security

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

Bond Sum \$5,000.00

Operative clause

Delete words in [ ], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above certificate(s) of title or computer register(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the [above encumbrance memorandum] [Annexure Schedule(s)] **and** so as to incorporate in this encumbrance the terms and other provisions set out in the [above encumbrance memorandum] [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Dated this 1 day of June

20 06

Attestation

R V Flett

Signature [common seal] of Encumbrancer

Signed in my presence by the Encumbrancer

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Benjamin Joseph Delargey  
Leitham

Occupation

Solicitor

Address

Christchurch

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

[Solicitor for] the Encumbrancee

**Annexure Schedule 1**

Encumbrance  
instrument

Dated

1 June 2006

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**Terms**

*(Continue in additional Annexure Schedule(s) if required.)*

- 1 Length of term Two hundred (200) years commencing on the date of this Encumbrance instrument.
- 2 Payment date(s) On demand.
- 3 Rate(s) of interest The Bank of New Zealand base rate on the payment date plus (5%) five percent.
- 4 Event(s) in which the sum, annuity, or rentcharge becomes payable  
If the Encumbrancer is in breach of a Covenant or Condition contained in this Encumbrance Instrument.
- 5 Events(s) in which the sum, annuity, or rentcharge ceases to be payable  
If all of the Covenants and Conditions have become obsolete, unnecessary or are no longer enforceable.

**Covenants and conditions**

*(Continue in additional Annexure Schedule(s) if required.)*


See Annexure Schedule 2

**Modification of statutory provisions**

*(Continue in additional Annexure Schedule(s) if required.)*

See Annexure Schedule 2

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

 Rv7 B.S.L.

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Encumbrance

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1 June 2006

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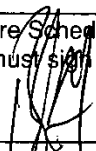
(Continue in additional Annexure Schedule, if required.)

(Continuation of "Modification of statutory provisions")

1. Section 104 of the Property Law Act 1952 applies to this Encumbrance Instrument but otherwise the Encumbrancee shall be entitled to none of the powers and remedies given to mortgagees by the Land Transfer Act 1952 and the Property Law Act 1952.
2. The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Property:
  - (a) The creation, variation or surrender of an easement (Section 90E(3) Land Transfer Act 1952);
  - (b) The variation of a mortgage instrument or priority of mortgages (Section 102(4) and Section 103(3) Land Transfer Act 1952);
  - (c) The registration of a lease, a lease variation instrument or the surrender of a lease, (Section 115(4), Section 116(7) and Section 120 Land Transfer Act);
  - (d) The disposal of a licence or shares to which the licence relates (Section 121I(1) Land Transfer Act);

and this consent shall be deemed to be the consent of the mortgagee (which term includes Encumbrancee), as specified in the Land Transfer Act 1952, to the registration of a particular instrument specified in subparagraph 2(a), (b), (c) and (d) above.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

 RRG B.S.L

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Encumbrance

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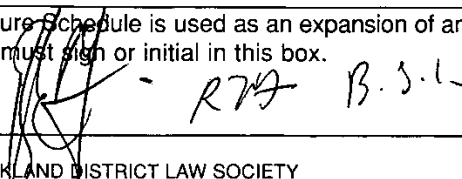
(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE 2**

**(Continuation of Covenants and Conditions)**

1. The Encumbrancer agrees that the use of the Elderly Persons Housing Unit will be confined to Elderly Persons.
2. The Bond Sum shall be reviewed annually on 1 June during the Term and increased in line with the Consumer Price Index (all groups). The Bond Sum is exclusive of GST and where demanded the Encumbrancer shall pay the Encumbrancee the Bond Sum plus GST.
3. The Encumbrancer is only liable for breaches of the Covenants and Conditions where these breaches have occurred while the Encumbrancer is the Registered Proprietor of the Elderly Persons Housing Unit but without prejudice to the Encumbrancer's liability for any breach of the Covenants and/or Conditions arising before the Encumbrancer ceases to be the registered proprietor of the Elderly Persons Housing Unit.
4. The Encumbrancer agrees to pay interest to the Encumbrancee at the Rate of Interest on the amount of the Bond Sum that is not paid in full on the Payment Date. Interest shall commence from the Payment Date and shall continue to accrue on such unpaid amount until the Bond Sum payable under this Encumbrance Instrument is fully paid.
5. For the avoidance of doubt the Encumbrancer agrees that it is liable to pay the Bond Sum on each and every occasion that it is in breach of a Covenant or Condition contained in this Encumbrance Instrument. Where a breach of a Covenant or Condition is not remedied by the Encumbrancer within three months of being requested to do so by the Encumbrancee then the Encumbrancer will, on demand from the Encumbrancee, pay a further Bond Sum to the Encumbrancee and the Encumbrancer further agrees that it is liable to pay to the Encumbrancee further Bond Sum(s), on demand from the Encumbrancee, at the expiry of each month thereafter until the breach is remedied to the satisfaction of the Encumbrancee.
6. The Encumbrancer shall pay the costs of preparation, registration and discharge of this Encumbrance Instrument.
7. The Encumbrancer shall also pay the reasonable legal costs (as between solicitor and client) incurred by the Encumbrancee in relation to:
  - (a) the enforcement or attempted enforcement of any of the Covenants or Conditions;
  - (b) the recovery by legal action of the Bond Sum or any other monies and interest payable to the Encumbrancee under this Encumbrance Instrument.
8. Where there is more than one Encumbrancer, the obligations contained in this Encumbrance Instrument shall bind them jointly and severally.
9. The Encumbrancee agrees to discharge this Encumbrance Instrument where all the Covenants and Conditions become obsolete, unnecessary or are no longer enforceable.

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 - RWA B.S.L.

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

**Continuation of Annexure Schedule 2**

10.1 In the event of any dispute or difference between the parties in relation to or arising out of this Encumbrance Instrument:

- (a) then, if the parties so agree, the dispute or difference may be referred to mediation with such mediation to be conducted on such a basis as the parties agree; or
- (b) the dispute or difference not being referred to, or resolved by, mediation, then that dispute or difference will be determined by a single arbitrator, if one can be agreed upon by the parties. If the parties cannot agree to the appointment of an arbitrator, the dispute or difference shall be determined by an arbitrator appointed by the President for the time being of the Canterbury District Law Society. The arbitration will be otherwise conducted in accordance with the Arbitration Act 1996 or any Statute enacted in substitution and for the time being in force.

11. Where the context requires or admits in this Encumbrance Instrument and its Schedules:

11.1 Reference to "the Encumbrancer" and "the Encumbrancee" shall include their respective executors, administrators, successors (including successors in title) and assigns.

11.2 "Elderly Persons Housing Unit" means one of a group of Residential Units used for the accommodation of Elderly Persons whether the group is held under one title or as unit titles under the Unit Titles Act with a body corporate and which is encumbered by a Bond or other appropriate legal instrument which ensures that the use of the unit is confined to elderly persons.

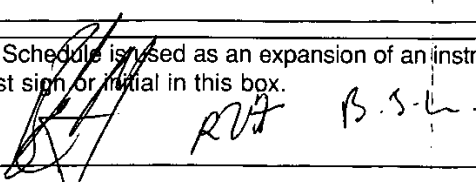
11.3 "Elderly Person" means a person over the age of 60 years or a person who qualifies for a permanent invalid's benefit on health grounds and extends to include the partner, spouse, dependants or caregiver of such a person, notwithstanding that the partner, spouse or caregiver may be under the age of 60 years.

11.4 "Residential Unit" means a self-contained building (or group of buildings including accessory buildings) used for a residential activity by one or more persons who form a single household unit. For the purposes of this definition:

- a building used for emergency or refuge accommodation shall be deemed to be used by a single household;
- where there is more than one kitchen on a Site (other than a kitchen in a Family Flat) there shall be deemed to be more than one Residential Unit; and
- a Residential Unit may include no more than one Family Flat as part of that Residential Unit.

11.5 "Site" has the meaning given in the Christchurch City Plan and refers to all the land described in Certificate of Title CB723/86.

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 RUT B.S.L.

Landonline User ID: **K Blue**

LODGING FIRM: **City Solutions**

Address: **PO Box 237**

**Christchurch**

Uplifting Box Number: **137**

ASSOCIATED FIRM:

Client Code / Ref: **401/105/34**

**13 Northcote Ave**

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / S UD Number:

(LINZ Use only)

Priority Barcode/Date Stamp

(LINZ use only)

**ENC 6933132.1 Encumbri**

Cpy - 02/03, Pgs - 006, 04/07/06, 08-17

**Copies**

(inc. original)

DocID: 211794206

Rejected Dealing Number:

**6891414**

Other (state)

| Priority Order | CT Ref: | Type of Instrument | Names of Parties      | DOCUMENT OR SURVEY FEES | MULTI-TITLE FEES | NOTICES | ADVERTISING | NEW TITLES | OTHER | RE-SUBMISSION & PRIORITY FEE | FEES \$ GST INCLUSIVE     |
|----------------|---------|--------------------|-----------------------|-------------------------|------------------|---------|-------------|------------|-------|------------------------------|---------------------------|
| 1              | 723/86  | ENC                | BE & RV Flett and CCC | <del>50.00</del>        |                  |         |             |            |       | 20.00                        | <del>50.00</del><br>20.00 |
| 2              |         |                    |                       |                         |                  |         |             |            |       |                              |                           |
| 3              |         |                    |                       |                         |                  |         |             |            |       |                              |                           |
| 4              |         |                    |                       |                         |                  |         |             |            |       |                              |                           |
| 5              |         |                    |                       |                         |                  |         |             |            |       |                              |                           |
| 6              |         |                    |                       |                         |                  |         |             |            |       |                              |                           |

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page)

Total for this dealing

Less Fees paid on Dealing #

Cash Cheque enclosed for

Original Signatures? \_\_\_\_\_

Fees Receipt and Tax Invoice

GST Registered Number 17-022-836

LINZ Form P005

LINZ Form P005 - PDF