



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




 R.W. Muir
 Registrar-General
 of Land

Identifier **WN35D/367**
Land Registration District **Wellington**
Date Issued 23 November 1989

Prior References

WN28B/831 WN33C/253

Estate Fee Simple - 1/2 share
Area 597 square metres more or less
Legal Description Lot 14 Block LI Deposited Plan 8193
Registered Owners
 Whippit Investments Limited

Estate	Leasehold	Instrument	L B047273.1
		Term	999 years commencing on 11.10.1989

Legal Description Flat 2 Deposited Plan 67277
Registered Owners
 Whippit Investments Limited

Interests

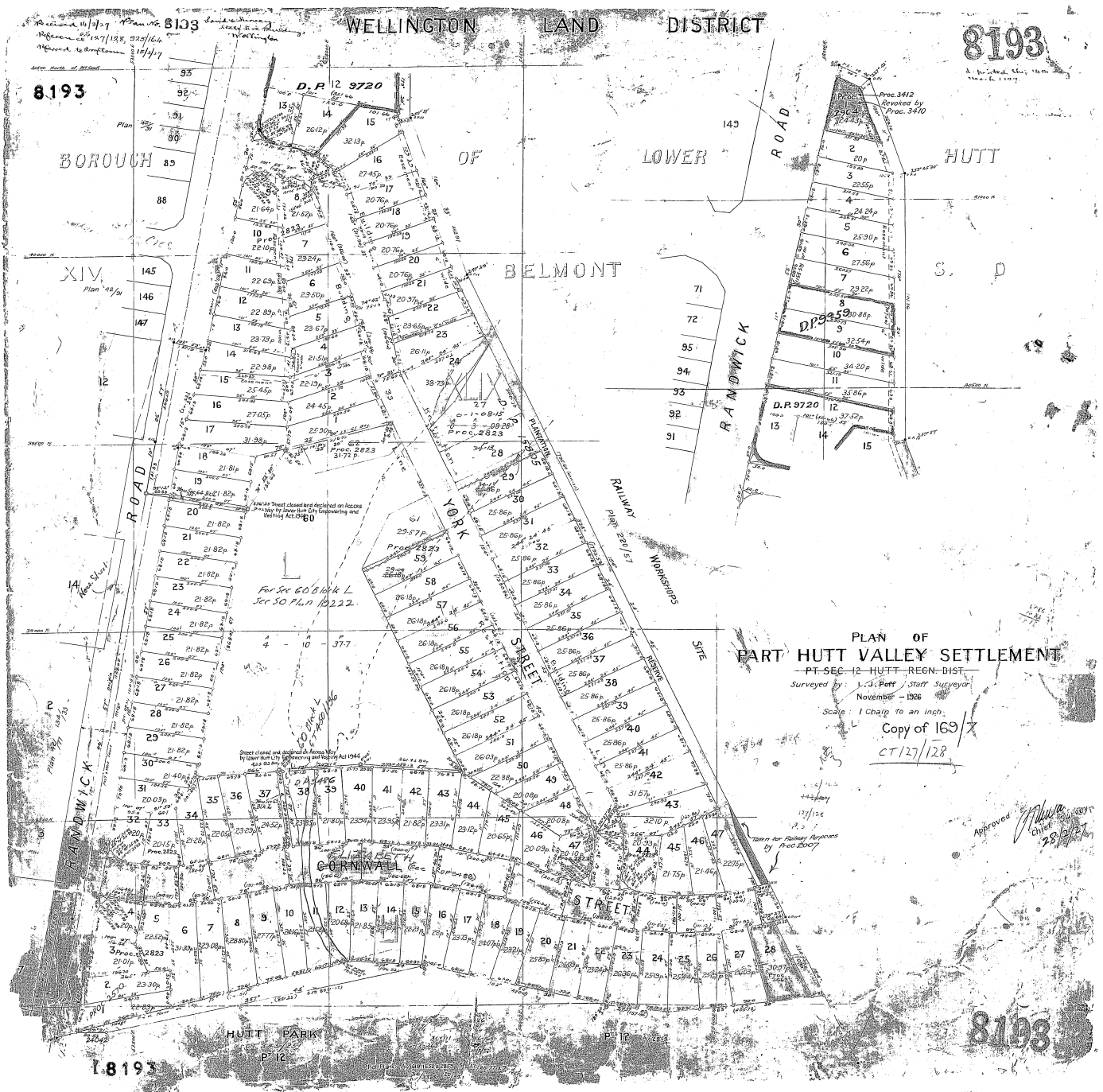
B047273.1 Lease of Flat 2 DP 67277 Term 999 years commencing on 11.10.1989 Composite CT WN35D/367 issued - 23.11.1989 (Affects Fee Simple)
 B383733.4 Lease of Flat 1 DP 67277 Term 999 years commencing on 11.10.1994 Composite CT WN44A/741 issued - 20.9.1994 at 10.30 am (Affects Fee Simple)
 B383733.5 Variation of Lease B047273.1 - 20.9.1994 at 10.30 am
 12432249.2 Mortgage to ASB Bank Limited - 14.4.2022 at 4:42 pm

To Purchasers/Interested Parties:

A title shows evidence of events relating to a piece of real estate. A solicitor is the most appropriate person to examine a title. In accepting this title copy from Professionals, Redcoats Limited, you agree that this agency or any of its agents take no responsibility for interpreting it or for providing legal advice on anything out of the ordinary such as, but not limited to:

Caveat, Charging Order, Easement, Encumbrance, Instruments, Restrictive Covenant,
 Covenant, Cross Lease, Joint Tenancy, Tenancy in Common, Company Share

Often more than just the title needs to be searched. Cross Lease, Consent Notices, Easements, Instruments and other documents may place restrictions on use. You should take guidance from a solicitor.



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

B047273.1
MEMORANDUM OF LEASE

WELLINGTON

Land Registry Office

LESSORS: DONALD IAN CAMPBELL, Branch Manager and BERNADETTE MARY CAMPBELL,
 Secretary, both of Lower Hutt

LESSEE: DONALD IAN CAMPBELL, Branch Manager and BERNADETTE MARY CAMPBELL,
 Secretary, both of Lower Hutt

SCHEDULE A

C.T.	DESCRIPTION OF FLAT AND LOT & D.P. NO. OR OTHER DESCRIPTION	ENCUMBRANCES, LIENS & INTERESTS
28B/831	Flat No. 2 on D.P. 67277 (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 14	SUBJECT TO 1. Transfer containing Fencing Covenant 778798.2 2. Mortgage 778798.5 3. Lease 967943.1
Area		
597m ²		
Locality	Block LI Hutt Valley. Settlement on Deposited Plan 8193	
Lower Hutt		

TERM: 999 years commencing on the 11th day of October 1989
 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.

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

11th day of October 1989

~~THE COMMON SEAL OF~~ Signed by the
 abovenamed DONALD IAN CAMPBELL and
 BERNADETTE MARY CAMPBELL
 was hereto affixed as Lessors

in the presence of:

LEGAL EXECUTIVE
 PHILLIPS NICHOLSON
 LOWER HUTT

~~THE COMMON SEAL OF~~ Signed by the abovenamed
 DONALD IAN CAMPBELL and
 BERNADETTE MARY CAMPBELL
 was hereto affixed as Lessee

in the presence of:

LEGAL EXECUTIVE
 PHILLIPS NICHOLSON
 LOWER HUTT

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:

22a Elizabeth Street, Moera

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.

REGISTERED IN TRIPLICATE

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 the Act, and the provisions of Sub-clause (2) of that Section do not apply.

Solicitor for the Lessee

To : The District Land Registrar
WELLINGTON

We hereby request that you issue a new composite Certificate of Title for an undivided one-half share in Lot 14 Block LI on Deposited Plan 8193 and Flat 2 on Deposited Plan 67277

Solicitor for the Lessors and Lessees

Correct for the purposes of the Land Transfer Act

Solicitor for the Lessee

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

District Land Registrar
Assistant of the District of

LEASE

B383733.5 Variation of
the terms of the within
lease - 20.9.1994 at 10.30am
W. J. J. J.

ADVR

LEASEHOLD AND 1/2 SHARE
CT ISSUED 350/367
A.L.R.

2.15 23.NOV 89 B 047273
PARTICULARS ENTERED IN REGISTER
LAND REGISTRAR WELLINGTON
ASST LAND REGISTRAR
28/83
33C/254