

View Instrument Details



Instrument No 10067460.1
Status Registered
Date & Time Lodged 24 June 2015 16:13
Lodged By Allen, Jane Elizabeth
Instrument Type Encumbrance



Affected Computer Registers Land District

CB3B/657 Canterbury

Annexure Schedule: Contains 7 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Jane Elizabeth Allen as Encumbrancer Representative on 24/06/2015 04:12 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Andrew James Orme as Encumbrancee Representative on 27/05/2015 10:55 AM

*** End of Report ***

Form E

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument identifier
and type (if applicable)

All/part

Area/Description of part or stratum

CB3B/657

All

Encumbrancer

Paul John de Roo and Jane Elizabeth Allen

Encumbrancee

Christchurch City Council

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee simple

Encumbrance Memorandum Number

N/A

Nature of security

State whether sum of money, annuity or rentcharge and amount

Bond sum \$5,000

Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above 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.

Form E *continued*

Terms

- 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 five (5%) per cent.
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable: If the Encumbrancer is in breach of a condition or covenant contained in this Encumbrance Instrument
- 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable: If all of the conditions or covenants have become obsolete, unnecessary or are no longer enforceable

Covenants and conditions

Continue in Annexure Schedule(s), if required

See Annexure Schedule 2

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

See Annexure Schedule 2

Form L

Annexure Schedule

Page 3 of 6

Insert instrument type

Encumbrance

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 2****(Continuation of "Modification of statutory provisions")**

1. Sections 203, 204 and 205 of the Property Law Act 2007 apply 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 2007.
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 121(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.

Form L

Annexure Schedule

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Insert instrument type

Encumbrance

(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.

Form L

Annexure Schedule

Page 5 of 6

Insert instrument type

Encumbrance

10. 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 New Zealand 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 Encumbrancees" 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, dependants 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 CB3B/657.

ANZ NATIONAL BANK LIMITED as mortgagee pursuant to Mortgage 8595948.3] in respect of Certificate of Title CB3B/657 **HEREBY CONSENTS** to the granting of the within Encumbrance to the intent that this Encumbrance is binding on the said Mortgagee for the purposes of Section 105 of the Land Transfer Act 1952.

Dated this 25th day of May 2015

SIGNED for and on behalf of the
ANZ NATIONAL BANK LIMITED
in the presence of:


FARISHA KHAN
SENIOR SECURITIES CONSULTANT
COMMERCIAL RELATIONSHIP SERVICES


Signature of witness

Full name of witness

Occupation of witness

Qili Niulesa
Branch Officer Auckland

Address of witness

**CERTIFICATE OF NON-REVOCATION OF
POWER OF ATTORNEY**

I, Farisha Zeenat Khan of Auckland, New Zealand, currently holding the position of Senior Commercial Securities Consultant, CRS, Commercial & Agri, of ANZ Bank New Zealand Limited (previously known as ANZ National Bank Limited), certify –

1. That on 29 October 2012, ANZ National Bank Limited changed its name to "ANZ Bank New Zealand Limited".
2. That by deed dated 1 October 2011, ANZ Bank New Zealand Limited of Wellington, New Zealand appointed me its attorney.
3. That I have not received notice of any event revoking the power of attorney.



Signed this 2th day of May 2015.