

~~TRANSFER, MORTGAGE, LEASE,~~
~~AGREEMENT and AGREEMENT~~
with duty of
\$150 on 8/7/77
\$ on 8/7/77

249482.1 T⁴⁰⁰
MEMORANDUM OF TRANSFER

Dist. Commissioner of Land Revenue

WHEREAS WAIKANAE LAND COMPANY LIMITED a duly incorporated Company having its registered office at Palmerston North (hereinafter referred to as "the Transferor") is registered as proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon in ALL THAT piece of land situate in the Land Registration District of Wellington containing SEVEN HUNDRED AND TWENTYSIX SQUARE METRES (726m²) more or less being Lot 102 Deposited Plan 47126 and being all the land comprised and described in Certificate of Title Volume 18A folio 515 (Wellington Registry) (hereinafter referred to as "the said piece of land")

AND WHEREAS the Transferor while registered as proprietor of all the land comprised and described in Deposited Plan No. 47126 (Wellington Registry) subdivided such lands in the manner shown and defined on such Deposited Plan for the purpose of the sale of the residential allotments as part of an attractive resort area

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AND WHEREAS it is the Transferor's intention that the residential allotments referred to in each schedule hereto shall be subject to a separate scheme applicable to and for the benefit of the residential allotments respectively so specified in each such schedule and that the owners and occupiers for the time being of each residential allotment specified in each such schedule as an allotment to which the stipulations and restrictions contained in such schedule are applicable should be bound by such stipulations and that the respective owners and occupiers for the time being of any residential allotments specified in each such schedule as subject to the benefit of such stipulations and restrictions may be able to enforce both in equity and by virtue of Section 7 of the Property Law Act 1952 or otherwise howsoever and observance of such stipulations and restrictions by the owners or occupiers for the time being of any of the residential allotments specified in such schedule as allotments to which such stipulations and restrictions are applicable

AND WHEREAS by Agreement in writing dated the 7th day of April 1977 the Transferor agreed to sell the said piece of land above described to RICHARD JOHN JAMES PERHAM of Lower Hutt, Company Manager (hereinafter called "the Transferee") for the consideration hereinafter appearing and the Transferee agrees to purchase the same and enter into the covenants on the part of the Transferee hereinafter contained

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R/C
illegible

NOW THEREFORE in pursuance of the said Agreement, and in consideration of the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER unto the Transferee all its estate and interest in the said piece of land AND in further pursuance of the said Agreement the Transferee DOTH HEREBY COVENANT with the Transferor as follows:-

1. (a) THE Transferee will not erect or permit to be erected on the said piece of land any building except a new private residential building, private motorshed or suitable accessory building to be used in conjunction with such residential building such residential building to be of a value and standard approved by the Transferor and the Transferee will not commence to erect or permit having submitted the plans and site plans thereof to the Transferor and having obtained from the Transferor confirmation that the proposed building or buildings do not in the Transferor's opinion unreasonably affect in a detrimental manner any other allotment on the Deposited Plan aforesaid and do not detract in any way from the standard of housing planned by the Transferor for the said resort area
- (b) Notwithstanding anything hereinbefore contained if prior to the erection of a new private residential building as aforesaid the Transferee desires to erect on the said piece of land a temporary service building then the same may be erected provided it is erected in accordance with one of the Transferor's plans for such a service building or such other similarly suitable plan as shall be approved by the Transferor
- (c) On the connection to the Council sewage system of the sewer reticulation provided by the Transferor within the said lands up to the boundary of the said piece of land the Transferee shall forthwith at the expense of the Transferee connect to such sewer reticulation every residential building or unit at that time erected on the said piece of land.
- (d) The Transferee shall not call upon the Transferor to pay for or contribute towards the cost of erection or maintenance of any boundary or dividing fence between the said piece of land and any adjoining land for the time being owned or occupied by the Transferor PROVIDED ALWAYS that this covenant shall not enure for the benefit of any subsequent purchaser or purchasers of any such adjoining land.

FIRST SCHEDULE


STIPULATIONS AND RESTRICTIONS APPLICABLE TO Lots 86 to 94 inclusive, 96 to 114 inclusive and 117 to 127 inclusive on Deposited Plan 47126 AND FOR THE BENEFIT OF all such allotments other than Lot 102 on such Deposited Plan:

- a) The Transferee will not erect or permit to be erected on the said piece of land any apartment house containing two or more units if the said piece of land comprises an area of less than 800 square metres.
- b) Prior to the erection of a new private residential building as aforesaid on the said piece of land the Transferee shall not within any six (6) month period permit any caravan to remain on the said piece of land for any period in excess of six (6) weeks and then only so long as such caravan is currently registered with a current warrant of fitness.

SECOND SCHEDULE

STIPULATIONS AND RESTRICTIONS APPLICABLE TO Lots 103, 104, 105 and 107 on Deposited Plan 47126 AND FOR THE BENEFIT OF Lots 101, 108 and 109 on Deposited Plan 47126:

The Transferee will not erect or permit to be erected on the said piece of land any building having a roof height of more than seventeen (17) feet above the average level of the legal frontage of the said piece of land to Waiheke Street as shown on the said Deposited Plan.



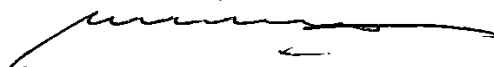
C. Bathurst

CERTIFICATE OF NON-REVOCATION OF
POWER OF ATTORNEY

I, MAURICE BATHURST ROWE of Palmerston North, Solicitor
do hereby certify as follows:-

1. THAT by Deed bearing date the 29th day of March, 1977
(a copy of which said Deed is deposited in the Land Transfer
Office at Wellington under No. 170693.1) I was appointed
Attorney of the therein named and described WAIKANAE LAND
COMPANY LIMITED a duly incorporated Company having its
registered office at Palmerston North on the terms and
subject to the conditions set out in the said Deed
2. THAT I have not received any notice or information of
the revocation of the said Power of Attorney by death winding
up or otherwise and I verily believe the same to be in full
force and effect

SIGNED at Palmerston North
by the said MAURICE BATHURST
ROWE this 15th day of
March 19 78



2. THE Transferee will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in the schedules hereto TO THE INTENT that the said stipulations and restrictions set out in each schedule hereto shall enure for the benefit of all the residential allotments and every part thereof as are specified in such schedule as subject to the benefit of such stipulations and restrictions.

3. NOTWITHSTANDING anything hereinbefore contained or implied the Transferee shall as regard the said stipulations and restrictions be liable only in respect of breaches thereof which shall occur while the Transferor is the registered proprietor of the said piece of land or any part thereof in respect of which such breach shall occur AND IT IS HEREBY AGREED AND DECLARED that the Transferee shall have the benefit in common with the other persons entitled thereto of the like stipulations and restrictions as are contained in each schedule hereto entered into with the Transferor prior to the execution of these presents by and for the observance of each of them the purchasers from the Transferor of any residential allotments or allotment or part thereof specified in such schedule as subject to the benefit of such stipulations and restrictions

IN WITNESS WHEREOF these presents have been executed this 1st
day of March 1978

WAIKANAE LAND COMPANY LIMITED)
by its Attorney MAURICE BATHURST)
ROWE in the presence of:)

Waikanae Land Company Limited
by its Attorney:

THE COMMON SEAL of WAIKANAE LAND)
COMPANY LIMITED as Transferor was)
hereunto affixed in the presence of:)

Director

Director

SIGNED by the said RICHARD JOHN JAMES
PERHAM in the presence of:

Correct for the purpose of the
Land Transfer Act, 1952.

Solicitor for the Transferee.

MEMORANDUM OF TRANSFER*Land Registry Office*

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE

ESTATE:	FEE SIMPLE	LEASEHOLD	LICENCE (Delete those which do not apply)	MORTGAGE	ENCUMBRANCE
C.T. OR DOCUMENT NO.	AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION		
ENCUMBRANCES, LIENS AND INTERESTS					

Pursuant to an agreement dated / / and

In consideration of the sum of \$

paid to the Transferor by

(hereinafter called the Transferee) the receipt of which sum the Transferor hereby acknowledges the Transferor hereby transfers to the Transferee all the estate and interest of the Transferor in the land described in the schedule hereto.

In witness whereof these presents have been executed this day of 19

Signed by the above-named

in the presence of *

* Witness
should be a
Solicitor,
Postmaster,
J.P. or other
person
approved by
the
Registrar.

I hereby certify that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952 does not apply to
the within transaction.

Transfer correct for the purposes of the Land Transfer Act.

Solicitor for the Transferee

TRANSFER

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

Michael
~~Deputy~~
Assistant

Land Registrar
of the District of

Wellington

HOGG, GILLESPIE, CARTER & OAKLEY
SOLICITORS
WELLINGTON & LOWER HUTT, N.Z.

THE CANTON PRESS, CHRISTCHURCH

APR 21 10 29 AM '78

DISTRICT LAND REGISTRY
WELLINGTON NO. 3

2494821
LT. 184 / 515

