

RPNZ document ordering service

Document, Interest, Instrument: 6824352.8

Property: 115C Gladstone Road, Richmond, Tasman District

Legal Description: Lot 4 Deposited Plan 365148

CoreLogic Reference: 3261756/2

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Transfer instrument
Section 90, Land Transfer Act 1952



T 6824352.8 Transfer

Cpy - 01/01, Pgs - 003, 11/04/06, 08:59



Land registration district

NELSON

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

264307 to 264314
inclusive

All

Transferor

Surname(s) must be underlined or in CAPITALS.

Shorewood Holdings Limited

Transferee

Surname(s) must be underlined or in CAPITALS.

Shorewood Holdings Limited

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

Fee Simple subject to land and fencing covenants (continued Annexure Schedule)

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 27th day of January 2006

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	Signed in my presence by the Transferor
	/Transferee by two of its Directors
Director	Signature of witness
Director	Witness to complete in BLOCK letters (unless legibly printed)
Signature [common seal] of Transferor	Witness name
	Occupation
	Address

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

[Solicitor for] the Transferee

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 27. 1. 2006

Page 1 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest or Easement to be created"

The transferor when registered proprietor of the land formerly contained in Certificates of Title 63168 subdivided the land into residential lots in the manner shown and defined on DP 365148 AND WHEREAS it is the Transferors' intention to create for the benefit of the lands in the Certificates of Title set out in Schedule A hereto (hereinafter referred to as the "Dominant Lots") the land covenants set out in Schedule C hereto over the land in the Certificates of Title set out in Schedule B hereto (hereinafter referred to as the "Servient Lot") TO THE INTENT that the servient lots shall be bound by the stipulations and restrictions set out in Schedule C hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations against the owners for the time being of the servient lots

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lot for the benefit of the respective dominant lots the Transferee DOETH HEREBY COVENANT AND AGREE in the manner set out in Schedule C hereto so that the covenants run with the servient lot for the benefit of the respective dominant lots as described in Schedule A.

SCHEDULE A – DOMINANT LOTS	SCHEDULE B – SERVIENT LOTS
Certificate of Title 264307	Certificates of Title 264308 to 264314
Certificate of Title 264308	Certificate of Title 264307, 264309 to 264314
Certificate of Title 264309	Certificate of Title 264307, 264308 and 264310 to 260314
Certificate of Title 264310	Certificate of Title 264307 to 264309 and 264311 to 264314
Certificate of Title 264311	Certificate of Title 264307 to 264310, 264312 to 264314
Certificate of Title 264312	Certificate of Title 264307 to 264311, 264313, 264314
Certificate of Title 264313	Certificate of Title 264307 to 264312 and 264314
Certificate of Title 264314	Certificate of Title 264307 to 254313

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.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

27.1.2006

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of

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Pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE C

1. For a period of 15 years from 1 April 2006 the registered proprietors of any of the lots set out in Schedule B (the property), shall not erect or place on the property any dwelling or building unless full working drawings (including site plan) showing design, exterior colour, cladding and other materials have been approved in writing by the Transferor (or nominee). Such consent shall not be arbitrarily or unreasonably withheld.
2. The Transferor will not be liable because of any action it takes or fails to take in respect of any dwelling or building erected on the property as a result of these restrictions or otherwise and the registered proprietors for the time being of the servient and dominant tenement shall indemnify and keep indemnified the Transferor from any costs, claims, suits, liabilities or otherwise however arising out of or by virtue of these restrictive covenants.
3. The Transferor shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the property and any contiguous land of the Transferor. This provision shall not endure for any purchaser or registered proprietor of the contiguous land.

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.