

MEMORANDUM OF TRANSFER

**TRANSFER, MORTGAGE, LEASE,
ASSIGNMENT and AGREEMENT**
stamped with duty of

\$170 on
\$130 on

Dist. Commissioner of Inland
Revenue

270C77 187270 DEN #1111#80.40

NEW ZEALAND STAMP DUTY LHD

190005 T

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 the proprietor of an estate in fee simple

subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land containing

SEVEN HUNDRED & ELEVEN SQUARE METRES (711 m²)
be the same a little more or less Lot 70 on Deposited Plan 45393 being part Block V Kaitawa Survey District and also Ngarara West A 1482B3 and being all the land comprised and described in Certificate of Title Volume 16D Folio 1164 Wellington Land Registration District (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. 45393 (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

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 restrictions 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 the 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

N.B. On no account should this margin be used

N.B. On no account should this margin be used

F/C →
Restricted
Covenant

N.B. On no account should this margin be used

IN CONSIDERATION OF the sum of
paid to by

the receipt of which sum hereby acknowledge DO HEREBY TRANSFER to the said

all estate and interest in the said piece of land

N.B. On no account should this margin be used

4/c
Restrictive
Covenant

AND WHEREAS by Agreement in writing dated the 17th day of July 1976 the Transferor agreed to sell the said piece of land above described to ^{Hardware} WARWICK JAMES PROSSER and LYNETTE CECILY PROSSER, both of Waikanae ^{Proprietor & Wife,} (hereinafter called "the Transferee") for the consideration hereinafter appearing and the Transferee agreed to purchase the same and enter into the covenants on the part of the Transferee hereinafter contained

NOW THEREFORE in pursuance of the said Agreement and in consideration of the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) 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 the commencement of such building or buildings without 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 will not call on the said Horowhenua County Council or such other authority in whom from time to time any area of public reserve abutting the said piece of land may be vested to pay for or
- W. P.
L.P.

contribute towards the costs of erection or maintenance of any boundary or dividing fence between the said piece of land and such public reserve

(e) 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

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 20th day of January 1977

FIRST SCHEDULE

STIPULATIONS AND RESTRICTIONS APPLICABLE TO Lots 51 to 53 inclusive and Lots 56 to 85 inclusive on Deposited Plan 45393 AND FOR THE BENEFIT OF all such allotments other than Lot 70... on such Deposited Plan:

- W.P.
X.P.
- (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 809.4 square metres
 - (b) Prior to the erection of a new private residential building as aforesaid

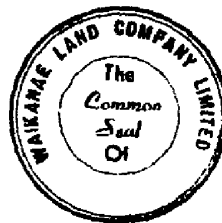
on the said piece of land the Transferee shall not within any six (6) month period permit any caravan to remain on the said piece of land for any period in excess of six (6) weeks and then only so long as such caravan is currently registered with a current warrant of fitness

SECOND SCHEDULE

STIPULATIONS AND RESTRICTIONS APPLICABLE TO Lots 63 to 69 inclusive on Deposited Plan 45393 AND FOR THE BENEFIT OF Lots 61, 62, 71, 72, 79, 80, 81 and 82 on Deposited Plan 45393: *m R.*

The Transferee will not erect or permit to be erected on the said piece of land any building which is other than a single storey building having a roof height of less than seventeen (17) feet above ground level being the average level of the frontage of the said piece of land to Oratia Street as shown on the said Deposited Plan

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



[Signature] Director

[Signature] Director

[Signature]
X *[Signature]* SIGNED by the said WARWICK
JAMES & LYNETTE CECILY PROSSER
as Transferee in the
presence of:

[Signature]
[Signature] L. Prosser

[Signature]
[Signature]
[Signature] Waikanae

N.B. On no account should this margin be used

IN WITNESS WHEREOF these presents have been executed this

day of

19

Signed by the abovenamed

as transferor in the presence of:

Witness's Signature

Occupation

Address

N.B. On no account should this margin be used

MEMORANDUM OF TRANSFER

Transfer correct for the purposes of the Land Transfer Act

of

[Signature]
(Solicitor for) the transferee

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

WAIKANA E LAND COMPANY LIMITED..... Transferor

W. J. & L. C. PROSSER..... Transferee

[Signature]
(Solicitor for) the transferee

FEES PAID HEREON
AVAILABLE
TO 25/1/1978
A.B.R.

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

[Signature]
District Land Registrar
Assistant
of the District of WELLINGTON

190005.1
or 160/1164
DISTRICT LAND REGISTRY
WELLINGTON
Dec 22 2 37 PM '77

N.B. On no account should this margin be used

N.B. On no account should this margin be used