

TRANSFER
Land Transfer Act 1952

T 5164464.1 TRANSFER
CPY-01/01.PGS-005.04/03/02.09:44



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If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

WELLINGTON

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

59A	824	All	
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Transferor Surnames must be underlined or in CAPITALS

Shane Jervis TREADWELL, Alastair Jervis TREADWELL and Mical Shane Jervis TREADWELL

Transferee Surnames must be underlined or in CAPITALS

Ian Michael YOUNG and Jennifer Gai YOUNG

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Fee simple

Consideration

65,000.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 18th day of December 2001

Attestation

	Signed in my presence by the Transferor Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

REF:4130 /1

Annexure Schedule



Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

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Pages

AND WHEREAS the Transferor has subdivided the lands which now comprise Lots 1 to 8 inclusive on Deposited Plan 91324 and Lots 10 and 20 inclusive on the said Deposited Plan 91324 (in this instrument called "the plan") with the intention that Lots 1 to 8 inclusive and 10 to 20 inclusive should be subject to and have the benefit of a covenant for the observance of the restrictive stipulations set forth in the Schedule A to this instrument by the owners and occupiers for the time being of Lot 8 so subject for the benefit of each of the others of those Lots that covenant to be enforceable by the owners and occupiers of each of those other Lots.

AND WHEREAS by Agreement for Sale & Purchase (undated) the Transferor agreed to sell and Ian Michael YOUNG and Jennifer Gai YOUNG (in this instrument called "the Transferee") agreed to purchase Lot 8 on Deposited Plan 91324 subject to and upon the conditions that the parties enter into the covenants contained in this Transfer.

NOW THIS INSTRUMENT WITNESSES that in pursuance of the premises and in consideration of the sum of \$65,000.00 receipt of which is hereby acknowledged by the Transferor the Transferor **HEREBY TRANSFERS** to the Transferee all their estate and interest in Lot 8 on Deposited Plan 91324.

AND

1. The Transferee covenants in respect of Lot 8 with the Transferor for the benefit of Lots 1 to 8 inclusive and 10 to 20 inclusive which are shown on the Plan (and which in this Instrument are called "the other Lots") to observe in perpetuity the restrictive stipulations to the intent that Lot 8 shall be forever subject to this covenant.
2. **THE TRANSFEROR COVENANTS WITH THE TRANSFEE** to obtain from the Transferee, Purchaser or Lessee of each of the other Lots as are more particularly described in Schedule B hereof execution of a like covenant in respect of that Lot with the Transferee for the benefit of every part of Lot 8 to observe in perpetuity the restrictive stipulations.
3. **THE TRANSFEE COVENANTS WITH THE TRANSFEROR** that the Transferor shall not be liable nor be called upon to erect or repair or contribute towards the cost of erection or repair of any boundary fence between Lot 8 and any lands now owned by the Transferor or the Kapiti Coast District Council adjoining thereto but this proviso shall not enure for the benefit of any Purchaser of any such adjoining land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

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SCHEDULE A

RESTRICTIVE COVENANTS

1. Any building erected on the Lot must comply with the following Terms and Conditions:
 - (a) The building must be new (or meet the terms of condition ~~3~~ 3). In the case of a new building the Transferee will not commence construction without first submitting the plans and specifications of such building to the transferor or its nominee and obtaining its approval hereto PROVIDED that such approval may not be unreasonably withheld.
 - (b) The building must be constructed of high quality building materials with the roof having a pre-painted finish or be constructed from permanent materials.
 - (c) The building must be closed in and weatherproof within 18 months of the laying of the building's foundations.
 - (d) The building will not be occupied or used as a residence until it has been substantially completed.
2. The Transferee shall not erect or place nor permit to be erected or placed upon the Lot any caravan, hut, tent or shed to use as a dwelling except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the Lot upon completion of the work.
3. The Transferee shall not erect or place nor permit to be placed upon the Lot any relocatable or second-hand building of any kind whether a dwelling house, garage, flat, carport or any other structure unless the **prior written consent of the Transferor has been given**. The Transferor shall have complete discretion in granting or declining approval and its primary objective in reviewing applications will be to ensure that the overall high standard of buildings is retained within the subdivision.
4. The Transferee shall not permit to be brought onto or remain on the Lot any materials, debris, rubbish, trade equipment or trade signs other than is reasonably necessary during the time building is in progress on the Lot.

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Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated []

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SCHEDULE B

Lots 1 to 8 inclusive and 10 to 20 inclusive on Deposited Plan 91324 excepting Lot 8 contained in Certificate of Title 59A/824

IN WITNESS WHEREOF

These presents have been executed this [] day of [] 2001

SIGNED by the said
SHANE JERVIS TREADWELL

as Transferor in the presence of:

N. Tawhai
Nadean Julia Tawhai
Legal Secretary
Wellington

) *Shane Treadwell*
)
)
)

SIGNED by the said
ALASTAIR JERVIS TREADWELL

as Transferor in the presence of:

N. Tawhai
Nadean Julia Tawhai
Legal Secretary
Wellington

) *Alastair Treadwell*
)
)
)

SIGNED by the said
MICAL SHANE JERVIS TREADWELL

as Transferor in the presence of:

N. Tawhai
Nadean Julia Tawhai
Legal Secretary
Wellington

) *Mical Shane Treadwell*
)
)
)

SIGNED by the said
IAN MICHAEL YOUNG and
JENNIFER GAI YOUNG

as Transferee in the presence of:

J. Bryson
JOHN EDWARD BRYSON
SOLICITOR
RAUMATI BEACH

) *Ian Michael Young*
) *Jennifer Gai Young*
)
)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signatures and initials of parties]

Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Treadwell Stacey Smith

Auckland District Law Society
REF: 4130 /2

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(except for "Law Firm Acting")