

A317957.12 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Canterbury

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

39A

689

All

Transferor Surnames must be underlined

Kajens Trading & Development Limited at Christchurch

Transferee Surnames must be underlined

Kajens Trading & Development Limited at Christchurch

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

Fee simple subject to Land Covenants (continued on page 2 annexure schedule)

Consideration

\$0.10

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE 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 16 day of September 1997

Attestation


Director

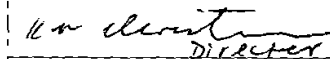
Signed in my presence by the Transferor and Transferee
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address


Director

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 1977.
(DELETE IN APPLICABLE CERTIFICATE)


Solicitor for the Transferee

Annexure Schedule

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

Transfer

Dated 16 September 1997

Page 3 of 3 Pages

Continuation of Schedule B

- (b) The transferee shall not erect any building on the property unless Kajens Trading & Development Limited has approved all plans and the siting of the house and all ancillary buildings prior to building commencement. In this regard, house size is to be not less than 200 square metres including garage which must be attached, area to be calculated over veneer. Any ancillary buildings are to be constructed in new materials and to be in harmony with the environment. TV and radio aerials are to be placed within the roof cavity and radio ham aerials are prohibited.
- (c) The transferee shall not erect, or place or cause to be erected or placed on the property:
 - (i) any caravan, hut, garage or shed for any kind of permanent or temporary residential use provided that this clause shall not affect the right of the registered proprietor to have and keep a caravan on the property, or
 - (ii) any dwellinghouse or unit other than a new dwellinghouse or unit.
- (d) The transferee of the property shall not:
 - (iii) keep pigs on the property, or
 - (iv) keep poultry on the property other than a maximum of 10 laying birds, (no roosters allowed), for the personal consumption of the registered proprietor and family living on the property, or
 - (v) use any part of the property as commercial kennels and/or catteries, or keep on the property more than 3 dogs or cats, or
 - (vi) use any part of the property as a transport contractors depot, or
 - (vii) use any part of the property for any type or types of factory farming. For the purposes of this clause, factory farming means a farm or unit of production in which the process is carried out largely indoors or in a restricted space and which is not dependent on the soil characteristics of the site on which it is situated, and includes (but not by way of limitation) for example - poultry farms, pig farms, rabbit farms, fitch farms, opossum farms, mushroom farms, and feed lots for commercial livestock such as cattle. Glasshouses and nurseries for pot or other grown plants are specifically excluded from this definition.
- (e) The transferee shall not:
 - (i) allow any shelter belt to grow higher than 5.8 metres above ground level on the property,
 - (ii) allow any shelter belt to be in any other than a trimmed and maintained condition.

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]

Annexure Schedule

TRANSFER

Dated

16 September 1997

Page

2

of

3

Pages

The Transferee covenants with the Transferor as set out in Schedule B herein and the covenants form part of this Memorandum and the Transferee and the Transferor hereby request that such covenants be noted against Certificate of Title 39A/689

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

It is the Transferees intention to create for the benefit of each of the lots in Schedule A* the land covenants set out in Schedule B over all of the other lots in Schedule A* TO THE INTENT that each of the lots* shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of each of the lots in Schedule A* may enforce the observance of such stipulations against the owners for the time being of each of the other lots in Schedule A. *

The covenants in Schedule B shall be restrictive covenants running with each of the lots in Schedule A* for the benefit of and forever appurtenant to all of the other lots in Schedule A. *

* (including, for the avoidance of doubt, all future lots which issue as a result of further subdivision of that Land).

Schedule A

Lots 10-16 on Deposited Plan 75834

Balance Lot 4 on Deposited Plan 66621

Schedule B

The Transferee acknowledges that the titles to issue for the property shall be subject to the following restrictive covenants:

- (a) The transferee shall not use or permit or suffer to be used in any residential building or garage on the property second hand materials (other than bricks) or fibrelite for outer wall facings nor use or permit or suffer to be used any building material other than brick, stone, concrete block, concrete, cement finish or timber weatherboards for any outer wall facings of any residential building or garage without first obtaining the written permission of Kajens Trading & Development Limited.

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.

TRANSFER

Land Transfer Act 1952

Law Firm Acting
Buddle Findlay P O Box 322 Christchurch Tel: (03) 379 1747 Fax: (03) 379 5659

Auckland District Law Society
REF. 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

3.00 17.SEP97 A 317957
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
ASST LAND REGISTRAR

