

40c

Peerless Homes 77/656 KDK

MEMORANDUM OF TRANSFER

H85059.4 T

WHEREAS (a) WILLIAM FRANCIS IRWIN HUNT of Mangapehi, Farmer and ROBERT BRYAN LATHAM WICKHAM of Matiere, Farmer (hereinafter called "the Transferors") are

registered as the proprietors of an estate in fee simple as tenants in common in equal shares subject however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in all that piece of land situate in the Township of Katikati containing 880 square metres

be the same a little more or less being Lot 9 on Deposited Plan S. 23946 and being all the land comprised and described in Certificate of Title Volume 22B Folio 1362 (South Auckland Registry)

TRANSFER, MORTGAGE, LEASE, ASSIGNMENT
stamped with duty of \$90.00 on 2/8/77
\$.....
Bals
Dist. Commissioner of Inland Revenue

(b) The Transferors have subdivided the land comprised in Certificate of Title Volume 16B Folio 1087 (South Auckland Registry) and Certificate of Title Volume 1432 Folio 17 (South Auckland Registry) into residential sections as shown on Deposited Plans S. 23945 to S. 23948 inclusive (hereinafter called "the Plans") with the intention that each of the Lots should be subject to and have the benefit of a building scheme and be subject in perpetuity to a covenant for the observance of the restrictive stipulations set forth in the First Schedule of this Instrument by the owners and occupiers for the time being of the Lot 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.

(c) By Agreement for Sale and Purchase dated the 14 day of April 1977 the Transferors agreed to sell and PEERLESS HOMES LIMITED a duly incorporated company having its registered office at Hamilton (in this Instrument called "the Transferee") agreed to purchase Lot 9 on Deposited Plan S. 23946 subject to the building scheme referred to in recital (b) upon the conditions that the parties enter into the covenant contained in this Transfer

NOW THIS INSTRUMENT WITNESSETH that in pursuance of the premises and in consideration of the sum of \$9,000:00 paid (as is acknowledged) by the Transferee to the Transferors the Transferors TRANSFER to DOTH HEREBY

Handwritten mark

~~IN CONSIDERATION of the sum of~~

~~(which sum includes \$ _____ for chattels)~~

~~paid to~~

~~(the receipt of which sum is hereby acknowledged) DO _____ HEREBY TRANSFER to the said~~

~~all~~

~~estate and interest in the said piece~~

~~of land above described~~

the Transferee all their estate and interest in the Lot 9 on
Deposited Plan S. 23946 AND

1. The Transferee covenant in respect of Lot 9 with the registered proprietors of each of the Lots on the plans for the benefit of every part of each of those Lots which Lots are more particularly described in the Second Schedule to this Instrument to observe the restrictive stipuations as set forth in the First Schedule to the intent that Lot shall be forever subject to this covenant AND the Transferee do further covenant that they will at all times hereafter save harmless and keep indemnified the Transferors in respect of breaches of the restrictive stipulations occurring in respect of the said Lot 9 on Deposited Plan S. 23946 AND the Transferee hereby further covenant that they will not call upon the Transferors to contribute towards the costs of erection or maintenance of any boundary fence between the said Lot 9 on Deposited Plan S. 23946 and any adjoining land owned by the Transferors provided that this covenant shall not enure for the benefit of any subsequent owners of such adjoining land or any part thereof.

2. The Transferors covenant with the Transferees:-

(a) To obtain from any Transferee of any of the Lots mentioned in the Second Schedule hereof execution of a like covenant in respect of that Lot with the Transferee for the benefit of every part of Lot 9 to observe in perpetuity the restrictive stipulations and

(b) Generally to do all things necessary so as to ensure that the other Lots together with Lot 9 shall be subject to the building scheme referred to in recital (b) of this Instrument.

IN WITNESS WHEREOF these presents have been executed this

day of

Maj

One thousand nine hundred and

eight

SIGNED by the abovenamed

in the presence of

Witness:

Occupation:

Address:

3. It is declared that the term "restrictive stipulations" where used in this Instrument means the stipulation set forth in the First Schedule to this Instrument.

SCHEDULES

The First Schedule

For the period until the 1st day of October 1988:-

1. Not to erect or allow to be erected on the said land any building other than one family dwelling house or two family living units with (if required) a garage or two garages or such other building as would normally be appurtenant to a family dwelling house and
2. Not to erect or allow to be erected on the said land a dwelling house or two family living units of which the materials or construction shall have been previously used and
3. Not to erect or allow to be erected on the said land either a dwelling house or two family living units which have been relocated on the said land after having been erected and lived in on any other piece of land.

The Second Schedule

Lots 1 to 6, 12 to 17, 41 to 44 on Deposited Plan S. 23945.

Lots 7 to 11 and 18 to 29 on Deposited Plan S. 23946.

Lots 30 to 35 and Lot 40 on Deposited Plan S. 23947.

Lots 36 to 39 and 45 to 57 on Deposited Plan S. 23948.

SIGNED by ROBERT BRYAN LATHAM)
WICKHAM by his Attorney, DARRY)
JOHN PATTERSON in the presence)
of:-

R. B. L. Wickham

J. Patterson
Darry
Sam Miller

SIGNED by WILLIAM FRANCIS IRWIN)
HUNT by his Attorney CARY)
KENNETH IRWIN in the presence of:)

W. F. Irwin

J. Patterson
Darry
Sam Miller

THE COMMON SEAL of PEERLESS HOMES LIMITED)
as Transferee was hereunto affixed in the)
presence of:-



Ed Taylor
Director
Ed Taylor

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF

Solicitor for Transferee.

..... Transferor

..... 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.

.....
Solicitor for the purchaser or lessee.

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

4F 19f



Assistant Land Registrar
of the District of South Auckland

JUN 27 12 27 PM '78

District Land Registry
Hamilton No. 2

1850594
220/1362

MLM
H.R.

1850594



THE HAMILTON DISTRICT LAW SOCIETY

NICE PRINTERS