

# Property Guru document ordering service

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**Document, Interest, Instrument: 341800**

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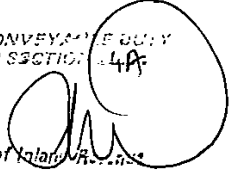
# MEMORANDUM OF TRANSFER

# 34 1800 T

THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH  
a corporation sole (hereinafter called "the transferor")

WJ

EXEMPTION FROM CONVEYANCE DUTY  
ALLOWED UNDER SECTION 44A



For the Registrar-General of Land

being 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 2  
endorsed hereon in all that piece of land containing 700m

be the same a little more or less being Lot 23 on Deposited Plan 15677 and  
being all the land comprised and described in Certificate of  
Title VOLUME H2 FOLIO 43 (Taranaki Registry) (hereinafter  
called "Lot 23") SUBJECT TO the easements covenants and restrict-  
ions as set out on the title

AND WHEREAS the transferor has subdivided part of the land  
formerly comprised in Certificate of Title VOLUME 121 FOLIO 106  
(Limited as to Parcels) and VOLUME 206 FOLIO 50 (Limited as  
to Parcels) into lots as shown on the same Deposited Plan No.  
15677 (hereinafter called "the plan") with the intention that  
each of those 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 stipulation set forth  
in the first schedule herein 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 lots

AND WHEREAS by an Agreement for Sale and Purchase dated the  
2nd day of June 1987 the transferor agreed to sell and  
JOHN JAMES HARDIE of Bell Block, Sales Manager and SHEILA ALISON  
MARGARET HARDIE his wife (hereinafter called "the transferee")  
agreed to purchase Lot 23 subject to the building scheme  
aforescribed and upon the conditions that the parties enter  
into the covenant contained in this transfer.

24 VI 87 6604 28-000.000.00 LT27 00.000.762

S.E. LAND & BUILDING CO

IN CONSIDERATION OF the sum of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS  
(\$18,500.00)  
paid to him by the transferee

the receipt of which sum is hereby acknowledged / <sup>the transferor</sup> DO TH HEREBY TRANSFER to the said

JOHN JAMES HARDIE and SHEILA ALISON MARGARET HARDIE

all his estate and interest in the said ~~XXXXXXXXXX~~ Lot 23

AND THE TRANSFEREE COVENANTS in respect of Lot 23 with the transferor for the benefit of every part of all the other lots which are shown on the plan (hereinafter called "the other lots" and are more particularly described in the second schedule herein) to observe in perpetuity the restrictive stipulations to the intent that Lot 23 shall be forever subject to this covenant BUT SO THAT this covenant shall bind the registered proprietors and occupiers for the time being only of Lot 23 (and shall not otherwise be enforceable against the transferee and his successors in title)

AND THE TRANSFEROR COVENANTS with the transferee:


(a) to obtain from the transferee purchaser or lessee of each of the other lots execution of a like covenant in respect of that lot with the transferee for the benefit of every part of Lot 23 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 23 shall be subject to the building scheme referred to herein

PROVIDED HOWEVER that the transferor shall not be required by the transferee or any other occupier of the land so transferred to contribute towards the cost of work on a fence between that land and the adjoining land but this proviso shall not enure for the benefit of any subsequent purchaser for value of that adjoining land


AND it is declared that the "restrictive stipulations" where used in this transfer means the stipulations set forth in the first schedule herein

FIRST SCHEDULE

 Not to erect or place upon the land hereby sold any buildings other than, nor at any time to use any building on that land otherwise than, as -

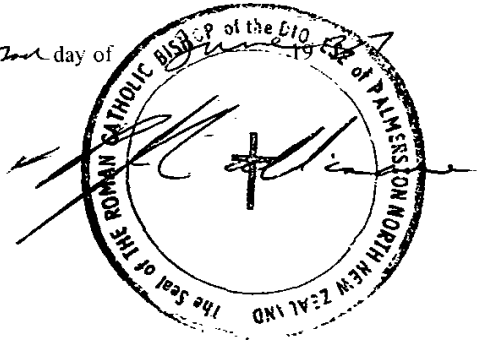
- (a) a new dwellinghouse consisting of a single household unit
- (b) new outbuildings appurtenant to that dwellinghouse

SECOND SCHEDULE

 Those lots being Lots 20, 21, 25 and 26 on Deposited Plan No. 15677

IN WITNESS WHEREOF these presents have been executed this 2<sup>nd</sup> day of

Signed by PETER JAMES CULLINANE the  
Roman Catholic Bishop of the  
Diocese of Palmerston North and  
Sealed with his Seal of Office in the  
presence of:



Witness's Signature *[Handwritten Signature]*  
Occupation *Contract Accountant*  
Address *22 ~~Stony~~ ~~Esplanade~~,  
~~Palmerston North~~.  
*Palmerston North**

Signed by JOHN JAMES HARDIE and)  
SHEILA ALISON MARGARET HARDIE )  
as transferees in the )  
presence of: ) *[Handwritten Signature]*

*[Handwritten Signature]*  
*Solicitor*  
*Near Myself*

# MEMORANDUM OF TRANSFER

Transfer correct for the purposes of the Land Transfer Act



(Solicitor for) the transferee

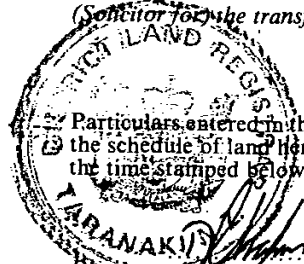
of

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

..... Transferor

..... Transferee

(Solicitor for) the transferee



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

District Land Registrar  
Assistant  
of the District of TARANAKI

Restrictive  
Covenant  
as to  
buildings  
IF

9.14 26 JUN 87 341800  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NEW PLYMOUTH  
DIST. ASST. LAND REGISTRAR

ST LEGER REEVES MIDDLETON YOUNG & CO,  
SOLICITORS,  
NEW PLYMOUTH

