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MEMORANDUM OF TRANSFER

WHEREAS KEVIN MICHAEL DEVITT formerly Panelbeater but lately Real Estate Agent and ELIZABETH JANE DEVITT his Wife, both of Hamilton (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 enclosed

hereon, in all that piece of land situate in the land registration district of

South Auckland containing 8050m²

**NEW ZEALAND STAMP DUTY AK1
23/07/9200191001 DUTY *450.00**

be the same a little more or less situated in Block III Alexandra Survey District being Lot 4 on Deposited Plan S.56433 and being all the land comprised in Certificate of Title Volume 47A Folio 765 (South Auckland Registry)

SUBJECT TO: (a) H.985352.2 Easement Certificate certifying Right to Convey Water
(b) H.985352.3 Easement Certificate certifying Right of Way easement *
(c) H.985352.5 Transfer granting a Right to Convey electricity and electrical impulses
(* created by Transfer B.006789.2)

AND WHEREAS the Transferors subdivided the land contained in Deposited Plan S.56433 (South Auckland Registry) into the residential lots shown on that plan

AND WHEREAS by an agreement in writing dated the 3rd day of July 1992 between the Transferors and GRAHAM LINLEY SINGLETON of Hamilton, **Company Director** and SHARON MAY SINGLETON his Wife (hereinafter called "the Transferees") the Transferors agreed to sell and the Transferees agreed to buy the first described land and to enter into the covenants on the part of the Transferees hereinafter appearing

NOW THEREFORE in pursuance of the said agreement and in consideration of the sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000) paid by the Transferees to the Transferors (the receipt whereof is hereby acknowledged):

1. The Transferors transfer all their estate and interest in the first described land to the Transferees.
2. The Transferees covenant and agree with the Transferors that they will henceforth and at all times observe and perform all the stipulations and restrictions contained in the second schedule hereto so as to bind the first described land for the benefit of all the land described in the first schedule hereto which has not already been transferred by the Transferors with the intention that each of the said stipulations and restrictions shall enure for the benefit of the land described in the first schedule hereto and every part thereof forever.

~~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~~

3. The Transferees also hereby covenant with each of the registered proprietors of land described in the first schedule hereto which has already been transferred to such registered proprietors by the Transferors that they will henceforth and at all times observe and perform all the stipulations and restrictions contained in the second schedule hereto so as to bind the first described land for the benefit of that land WITH THE INTENTION that each of the said stipulations and restrictions shall enure for the benefit of the land described in the first schedule hereto and every part thereof forever.
4. It is further agreed that the Transferees shall be liable only in respect of any breaches of the said stipulations and restrictions that shall occur while the Transferees are the registered proprietors of the first described land or any part thereof.
5. The Transferees agree that they will at all times hereafter save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of any breaches by the Transferees of any of the covenants and restrictions hereinbefore on the Transferees' part contained or implied.
6. The Transferees agree that they will not call upon the Transferors to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the firstly described land and any adjoining land owned by the Transferors PROVIDED THAT this covenant shall not enure to the benefit of any subsequent owners of such adjoining land. The lot affected by this covenant is Lot 3 on Deposited Plan S.56433.

SECOND SCHEDULE

- A. Not to use the said land for commercial poultry farming or pig farming.
- B. Not to conduct upon the said land the business of dog boarding kennels.
- C. Not to erect or allow to be erected or placed upon the said land any building other than one new family dwelling house (plus granny flat) with (if required) a garage or two garages or such other building as would normally be appurtenant to a family dwelling house, nor to use flat asbestos wall cladding on the exterior of any such buildings.
- D. Not to erect or allow to be erected or placed on the said land a dwelling house of a floor area less than 100m² and a minimum value (as at 31 March 1990) of \$90,000 (exclusive of GST) such value to be adjusted at annual intervals from and after 31 March 1990 by the amount by which the All Groups Consumer Price Index has increased over the twelve-month period immediately preceding the review date.
- E. Subject as hereinafter appears not to erect or permit to be erected improvements whether the same be buildings accessories or fences (and this shall include exterior finishes and the excavation of foundations upon the land) unless plans and specifications and all other details of construction and finish as the Transferors at their absolute discretion may require have been first submitted to the Transferors and have received their written approval which they may at their absolute discretion withhold should they consider that these do not conform to the standards desirable for the development of the Transferors' subdivision and the Transferees shall not erect or permit to be erected any such improvement upon the land not first approved by the Transferors in terms hereof. The Transferees will not apply to the Local Authority for the issue of a Building Permit and the Transferees will not proceed with the erection of any building until the Transferors have given approval in accordance with the foregoing provision. If however the Transferees do not intend to complete all improvements at the time at which the dwelling on the property herein sold is to be constructed then there shall be deemed to have been compliance with this clause in respect of subsequent improvements if those subsequent improvements are of a comparable standard to or a higher standard than the improvements in respect of which the Transferors give their approval both in relation to the materials used and the form of construction. Once the Transferees have approved the plans and specifications of the improvements and proposed landscaping of the Transferees then the conditions of this clause shall be deemed fulfilled and the Transferees shall no longer be accountable to the Transferors provided any improvements made are of the existing standard or higher.
- F. Without prejudice to the generality of the foregoing, not to place or erect on the land any dwelling other than a new dwelling except temporary structures placed in accordance with the erection of permanent buildings and not erect any outbuilding or utility shed other than one which complies with the Transferors' standard approved design.
- G. Not permit the erection of any temporary building or structure except such as may be used in connection with the construction of permanent buildings and which will be removed upon completion of that work.
- H. Not permit or suffer any building in the course of erection to be left without substantial work being carried out thereon for a period exceeding three months and not delay or permit the delaying of completion or construction of any such building longer than nine months to complete the exterior from the date of commencement of work.
- I. Not to permit or suffer to be removed from the land any native bush or trees existing at the date hereof or any part thereof except as may be necessary for the purposes of erecting any dwelling house as aforesaid or any paths and driveways and establishing any lawns or gardens adjacent to such dwelling house and within the confines of a fence or wall defining the curtilage to such dwelling house.
- J. ~~(The Transferors in terms of Section 90A of the Land Transfer Act 1952 have the full free uninterrupted and unrestricted right to take water from the source of supply on the land herein sold.)~~ The Transferees acknowledge that the existing pump shed and pump on the property shall at all times remain the property of the Transferors. The cost of operating and maintaining the Transferors' pump shall be borne by the Transferors. The Transferees shall be entitled to install a pump in the pump shed. The cost of maintaining the Transferees' pump shall be borne by the Transferees. The cost of maintaining the well, pump shed and the electricity supply charge shall be borne by the parties equally. ~~Should the Transferees at any time in the future wish to purchase the pump and pump shed from the Transferors then the Transferees shall be entitled to do so at a price % less than the then replacement cost of the well and pump shed, such replacement cost to be established by way of a written quotation from a supplier, such quotation to be obtained within one month of the purchase.~~
- K. The Transferors and the Transferees shall bear the cost of electricity for their respective pumps in terms of their proportions of use.

E.P.P.
[Signature]
S.M.S.
[Signature]

FIRST SCHEDULE

- (1) 1.0120 hectares more or less situated in Block III Alexandra Survey District being Lot 1 on Deposited Plan S.56433 being all the land comprised in Certificate of Title Volume 47A Folio 762 (South Auckland Registry)
- (2) 7462m² more or less situated in Block III Alexandra Survey District being Lot 2 on Deposited Plan S.56433 and being all the land comprised in Certificate of Title Volume 47A Folio 763 (South Auckland Registry)
- (3) 1.4855 hectares more or less situated in Block III Alexandra Survey District being Lot 3 on Deposited Plan S.56433 and being all the land comprised in Certificate of Title Volume 47A Folio 764 (South Auckland Registry)

IN WITNESS WHEREOF these presents have been executed this

10

day of

July

One thousand nine hundred and ninety-two (1992)

SIGNED by the abovenamed GRAHAM LINLEY SINGLETON and SHARON MAY SINGLETON

in the presence of

S. Singleton *G.L. Singleton*

Witness: *[Signature]*

Occupation: *Solator*

Address: *Hamilton*

SIGNED by the abovenamed:)
KEVIN MICHAEL DEVITT)
in the presence of:)

[Signature]

[Signature]
Law Clerk to *Almas McAllen & Holloway*
Solicitors, Hamilton

SIGNED by the abovenamed)
ELIZABETH JANE DEVITT)
in the presence of:)

E.J. Devitt

[Signature]
Law Clerk to *Almas McAllen & Holloway*
Solicitors, Hamilton

No.

TRANSFER

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for Transferee/s.

K.M. & E.J. DEVITT Transferor

G.L. & S.M. SINGLETON 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.

[Signature]
Solicitor for the Purchaser or Lessee

47A/765

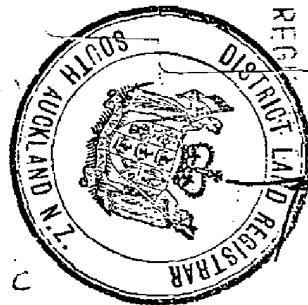
Particulars
Schedule o

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o

47A/765
PARTICULARS ENTERED
LAND REGISTRY SOUTH
DISTRICT LAND REG
ASSIST. LAND REG

11.06.20 OCT 92 B 1087023



ALMAO McALLEN & KELLAWAY
SOLICITORS
HAMILTON

HAMILTON DISTRICT LAW SOCIETY