

MEMORANDUM OF TRANSFER

WHEREAS BROUGH SUBDIVISION LIMITED (hereinafter referred to as "the Transferor") is ~~being~~ the registered proprietor of an estate of freehold in fee simple subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in those pieces of land situate in the Land District of Nelson

FIRSTLY

containing Twenty six and two tenth perches (26.2ps) be the same a little more or less being Lot 13 Deposited Plan ⁷⁰⁶⁸~~7086~~ and being part Section 85 Suburban South District and BEING THE WHOLE of the land comprised and described in Certificate of Title Volume 2B Folio 937 Nelson Registry SUBJECT TO 103127 Building Line Restriction and

SECONDLY containing: nine acres two roods and three and one tenth perches (9acs. 2rds. 3.1ps) more or less being ^{Lot} Lot 22 on Deposited Plan 7068 and ^{Sub 1-8 DP 7548} being part Section 85 Suburban South District AND BEING THE BALANCE of

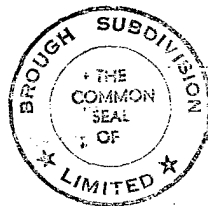
the land comprised and described in Certificate of Title Volume 2B Folio and all the land in Certificates of Title 3A/1239, /1240, /1241, /1242, /1243, /1244 852/Nelson Registry SUBJECT TO 103127 Building Line Restriction ~~1238~~ and /1245 ^{Subject to 124308 Conditions of Consent and 124565 Easement Certificate and 1238}

AND WHEREAS by an Agreement made verbally the Transferor agreed to sell the land first hereinbefore described to BRUCE JARY of Nelson, Builder (hereinafter referred to as "the Transferee") for the sum of ONE THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$1,950-00) SUBJECT TO the Transferee agreeing to enter into a covenant not to erect or permit to be erected on the land first hereinbefore described any building or buildings comprising in all more than three (3) residential units NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of One thousand nine hundred and fifty dollars (\$1,950-00) paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) (the Transferor DOETH HEREBY TRANSFER to the Transferee all its estate and interest in the said piece of land first hereinbefore described AND in further pursuance of the said Agreement the Transferee for himself and his Executors Administrators and Assigns and them the registered proprietor or proprietors for the time being of the land first hereinbefore described DOETH HEREBY COVENANT with the Transferor and them the registered proprietor or proprietors for the time being of the land secondly hereinbefore described that the Transferee will not erect or permit to be erected on the land first hereinbefore described any building or buildings comprising in all more than three (3) residential units TO THE INTENT that the restriction imposed by the foregoing restriction shall be forever hereafter appurtenant to the land secondly hereinbefore described for all purposes connected with the use occupation and enjoyment thereof AND the Transferee doth hereby

further covenant that he will not call upon the Transferor to erect or repair or contribute towards the cost of erection or repair of any dividing or boundary fence between the land hereby transferred and any lands of the Transferor adjoining thereto but this proviso shall not enure for the benefit of any purchaser of such land.

IN WITNESS whereof this Memorandum of Transfer has been executed the 3th day of December. One thousand nine hundred and sixty-nine (1969)

THE COMMON SEAL of BROUGH
SUBDIVISION LIMITED was
hereunto affixed in the
presence of:



R. Brough Director
George Secretary

SIGNED by the said BRUCE
JARY in the presence of:

B. Jary

Laney

Solicitor

Nelson

Knapp Pearmain Botting & James,
P.O. Box 203,
NELSON.

Transfer 124741
Brough Subdivision Ltd to B. Jary

Description of land secondly described to be corrected.

23rd January 70



LA Knapp Pearmain Botting
& JAMES.

27-1-70.

12474

TRANSFER

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Transferee,
Nelson.

Brough Sub-Division Ltd., Vendor

Bruce Jary, Purchaser

Particulars entered in the Register-book,

Vol. 20

Folio 937

and

the 12th day of December 1969

at 10.47.



Assistant District Land Registrar
of the District of Nelson.

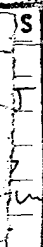
I CERTIFY that Part IIA of the Land Settlement Promotion and Land Acquisition Act, 1952, does not apply to the within transaction.

[Signature]
Solicitor for Purchaser.

3A	1239
3A	1240
3A	1241
3A	1242
3A	1243
3A	1244
3A	1245
3A	1238
2B	852

C T on NC - day
21/11

KNAPP, CONNERY, PEARMAIN & JAMES,
Solicitors,
Nelson.



150660 Lov

THIS DEED made this 20th day of July One thousand nine hundred and seventy three (1973) BETWEEN MICHAEL JAMES BROUGH of Nelson, Formerly a Driver now Company Director (hereinafter called "the Grantee") of the one part AND BROUGH SUBDIVISION LIMITED a duly incorporated company having its registered office at Nelson (hereinafter called "the Grantor") of the other part

WHEREAS the Grantee is the registered proprietor of an estate of freehold in fee simple in all that piece of land situate in the City of Nelson containing TWENTY FOUR PERCHES (24ps) more or less being Lot 18 Deposited Plan 7068 being all the land comprised and described in Certificate of Title Volume 2B Folio 940 (hereinafter called "the Dominant Tenement") SUBJECT to Building Line Restriction 103127, ~~103127, 103128, 103129~~ and Fencing Covenant in Transfer 113915

AND WHEREAS the Grantor is the registered proprietor of an estate of freehold in fee simple in all those pieces of land containing together FOUR ACRES THIRTY FIVE DECIMAL EIGHT PERCHES (4ac Ord 35.8ps) more or less situated in the City of Nelson being Lots 10, 12 to 33 inclusive, Deposited Plan 8409 being all the land in Certificate of Title 3D/1105 Nelson Registry (hereinafter called "the Servient Tenement")

AND WHEREAS the Grantor has agreed to restrict itself in the rights concerning buildings and use of land as hereinafter appearing

THIS DEED now witnesseth that the Grantor for itself and its successors and assigns and the owner or owners for the time being of the Servient Tenement

DOTH HEREBY GRANT unto the Grantee his heirs administrators executors and assigns and the owner or owners for the time being of the Dominant Tenement the rights to require it to refrain from taking any action on the Servient Tenement contrary to the provisions hereinafter provided AND the Grantee his heirs executors and administrators DOTH HEREBY COVENANT that he will hereafter refrain from using the land herein described as the Dominant Tenement in a manner contrary to the restrictions set out below TO THE END and INTENT that a building scheme shall apply to the whole of the land hereinbefore mentioned

1. THE said lots shall be used only for residential purposes and shall not be used for any business trade commercial or industrial purposes whatever without the Grantee having first given his consent in writing.

2. NO buildings or structures shall be erected or placed upon any lot in the Servient Tenement subject to clause 1 herein except one single family dwelling house or one double unit consisting of two flats in each such case together with usual appurtenant structures such as garage and garden sheds

IN WITNESS whereof these presents have been executed the day and year first hereinbefore written.

SIGNED by the said MICHAEL JAMES BROUGH as Grantee in the presence of:

...M. J. Brough...

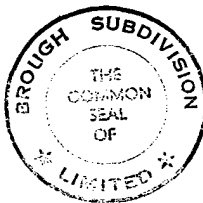
Robert
Chartered Accountant
Nelson

23 JUL 73 5315 -001.00

23 JUL 73 5315 -001.00

THE COMMON SEAL of BROUGH SUBDIVISION

LIMITED was hereunto affixed in the
presence of:



.....*M. J. Brough*..... Director

.....*A. C. C.*..... *Secretary*
.....*A. C. C.*..... Director

150060

IN THE MATTER OF THE LAND TRANSFER ACT
1952

Correct for the Purposes of the Land
Transfer Act

BROUGH SUBDIVISION LIMITED

AND

MICHAEL JAMES BROUGH

[Signature]
Solicitor for the Parties

PARTICULARS ENTERED IN THE REGISTER-BOOK

VOL. 28 FOLIO 94 Or 4A 224, 225, 226, 227, 228, 229, 230,
231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245
THE 26th DAY OF July 1973 & 246
AT 1.30 O'CLOCK.



[Signature]
District Land Registrar
Nelson

As/Cor
K.P.B.J.
25 JUL 1973
Time: 1.30
Fee: \$ 5.00
Abstract No. 1404

KNAPP, PEARMAIN, BOTTING & JAMES.
SOLICITORS
NELSON



124573 71

(C) Approved by the D.L.R. of Nelson. No. 1961/81676.

NEW ZEALAND.

MEMORANDUM OF TRANSFER

WHEREAS BROUGH SUBDIVISION LIMITED (hereinafter referred to as "the Transferor") is ~~being~~ the registered proprietor of an estate of freehold in fee simple subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in those pieces of land situate in the Land District of Nelson

Firstly
/ containing twenty four perches (24ps)

be the same a little more or less being Lot 17 Deposited Plan 7068 and being part Section 85 Suburban South District AND BEING THE WHOLE of the land comprised and described in Certificate of Title Volume 2B Folio 929 Nelson Registry SUBJECT TO 103127 Building Line Restriction and

Secondly containing: nine acres two roods and three and one tenth perches (9acs. 2rds. 3.lps) more or less being ^{last} Lot 22 on Deposited Plan 7068 and lots 1-8 inclusive DP 7548 being part Section 85 Suburban South District AND BEING THE BALANCE of

the land comprised and described in Certificate of Title Volume 2B Folio 852, Nelson Registry SUBJECT TO 103127 Building Line Restriction and all C&T. 3A/1238-1245 inclusive and 124308 Limited Certificate and consent 124565 Transfer Certificate

AND WHEREAS by an Agreement ^{made verbally} the Transferor agreed to sell the land first hereinbefore described to RICHARD STANLEY JARY and BRUCE JARY of Nelson, Builders (hereinafter referred to as "the Transferees") for the sum of ONE THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$1,950.00) SUBJECT TO the Transferees agreeing to enter into a covenant not to erect or permit to be erected on the land first hereinbefore described any building or buildings comprising in all more than three (3) residential units.

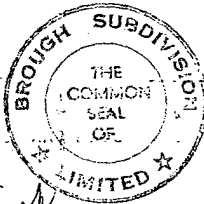
NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of One thousand nine hundred and fifty dollars (\$1,950.00) paid by the Transferees to the Transferor (the receipt of which sum is hereby acknowledged) (the Transferor DOTH HEREBY TRANSFER to the Transferees as tenants in common in equal shares all its estate and interest in the said piece of land first hereinbefore described AND in further pursuance of the said Agreement the Transferees and each of them jointly and severally for themselves and their respective Executors Administrators and Assigns and them the registered proprietor or proprietors for the time being of the land first hereinbefore described DO HEREBY COVENANT with the Transferor and them the registered proprietor or proprietors for the time being of the land secondly hereinbefore described that the Transferees will not erect or permit to be erected on the land first hereinbefore described any building or buildings comprising in all more than

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three (3) residential units TO THE INTENT that the restriction imposed by the foregoing restriction shall be forever hereinafter appurtenant to the land secondly hereinbefore described for all purposes connected with the use occupation and enjoyment thereof AND the Transferees do hereby further covenant that they will not call upon the Transferor to erect or repair or contribute towards the cost of erection or repair of any dividing or boundary fence between the land hereby transferred and any lands of the Transferor adjoining thereto but this proviso shall not enure for the benefit of any purchaser of such land.

IN WITNESS whereof this Memorandum of Transfer has been executed the 2nd day of December. One thousand nine hundred and sixty-nine (1969)

THE COMMON SEAL of BROUGH
SUBDIVISION LIMITED was
hereunto affixed in the
presence of:



B. Brough Director
Leasee Secretary

SIGNED by the said RICHARD
STANLEY JARY in the pres-
ence of:

B. Jary

Canary
Schinton
Nelson

SIGNED by the said BRUCE
JARY in the presence of:

B. Jary

Canary
Schinton
Nelson

Knapp Pearmain Botting & James,
P.O. Box 203,
NELSON.

Transfer 124573

Brough Subdivision Ltd to R. S. & B. Jary

Description and title references of land secondly described to
be corrected.

23rd

January

70



CH. Knapp. Pearmain. Botting &
JAMES

27-1-70.

124572

TRANSFER

Correct for the purposes of the Land Transfer Act.

E. J. James
Solicitor for the Transferee,
Nelson.

BROUGH SUBDIVISION LIMITED

Vendor

RICHARD STANDLY JARY & ANOR

Purchaser

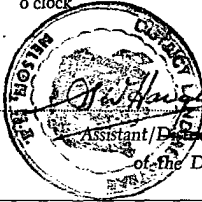
I CERTIFY that Part IIA of the Land Settlement Pro-
motion and Land Acquisition Act, 1952, does not apply
to the within transaction.

E. J. James
Solicitor for Purchaser.

Particulars entered in the Register-book,

Vol. See *Schedule E*the 5th day of December 1969

at 11.32 o'clock



[Signature]
Assistant/District Land Registrar
of the District of Nelson.

SCHEDULE	
VOL	FOL
2B	939
3A	1238
3A	1239
3A	1240
3A	1241
3A	1242
3A	1243
3A	1244
3A	1245
2B	852

KNAPP, CONNERY, PEARMAIN & JAMES,

Solicitors,

Nelson.

LAND 2
O.S.M. 20514
KCP+J
5-DEC 1969
Time: 11.32
Date: 12-00
Abstract No. 1463

2B/852

Hand/Per. NOT sig 11/11



124572 T

(C) Approved by the D.L.R. of Nelson. No. 1961/81676.

NEW ZEALAND.

MEMORANDUM OF TRANSFER

\$20-00

WHEREAS BROUGH SUBDIVISION LIMITED (hereinafter referred to as "the Transferor") is ~~being~~ the registered proprietor of an estate of freehold in fee simple subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in those pieces of land situate in the Land District of Nelson

FIRSTLY

containing twenty four perches (24ps)

be the same a little more or less being Lot 16 Deposited Plan 7068 and being part Section 85 Suburban South District and BEING THE WHOLE of the land comprised and described in Certificate of Title Volume 2B Folio 938 Nelson Registry SUBJECT TO 103127 Building Line Restriction and

Secondly containing: nine acres two roods and three and one tenth perches (9acs. 2rds. 3.1ps) more or less being ^{Acres} Lot 22 on Deposited Plan 7068 and ~~lots 1-8 inclusive~~ *RP 7548* being part Section 85 Suburban South District AND BEING THE BALANCE

of the land comprised and described in Certificate of Title Volume 2B Folio 852, Nelson Registry SUBJECT TO 103127 Building Line Restriction and *and all C.T. 3A/1238-1245 inclusive* AND WHEREAS by an Agreement made verbally the Transferor agreed to sell *Conditions of Consent and 124565 Easement Certificate*

the land first hereinbefore described to RICHARD STANLEY JARY of Nelson, Builder and BRUCE JARY of Nelson, Builder (hereinafter referred to as "the Transferees") for the sum of ONE THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$1,950-00) SUBJECT TO the Transferees agreeing to enter into a covenant not to erect or permit to be erected on the land first hereinbefore described any building or buildings comprising in all more than three (3) residential units

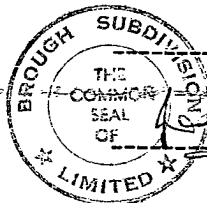
NOW THIS MEMORANDUM OF TRANSFER WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of One thousand nine hundred and fifty dollars (\$1,950-00) paid by the Transferees to the Transferor (the receipt of which sum is hereby acknowledged) (the Transferor DOTH HEREBY TRANSFER to the Transferees as tenants in common in equal shares all its estate and interest in the said piece of land first hereinbefore described AND in further pursuance of the said Agreement the Transferees and each of them jointly and severally for themselves and their respective Executors Administrators and Assigns and them the registered proprietor or proprietors for the time being of the land first hereinbefore described DO HEREBY COVENANT with the Transferor and them the registered proprietor or proprietors for the time being of the land secondly hereinbefore described that the Transferees will not erect or permit to be erected on the land first hereinbefore described any building or buildings comprising in all more than three (3)

-4 XI 69 8 31 9 -020.00

residential units TO THE INTENT that the restriction imposed by the foregoing restriction shall be forever hereafter appurtenant to the land secondly hereinbefore described for all purposes connected with the use occupation and enjoyment thereof AND the Transferees do hereby further covenant that they will not call upon the Transferor to erect or repair or contribute towards the cost of erection or repair of any dividing or boundary fence between the land hereby transferred and any lands of the Transferor adjoining thereto but this proviso shall not enure for the benefit of any purchaser of such land.

IN WITNESS whereof this Memorandum of Transfer has been executed the 2nd day of December One thousand nine hundred and sixty-eight (1968)

THE COMMON SEAL of BROUGH
SUBDIVISION LIMITED was
hereunto affixed in the
presence of:



E. Brough Director

W. J. J. J. Secretary

SIGNED by the said RICHARD
STANLEY JARY in the presence
of:

Garnery
Schinton
Nelson

R. S. Jary

SIGNED by the said BRUCE
JARY in the presence of:

Garnery
Schinton
Nelson

B. Jary

Knapp Pearmain Botting & James,
P.O. Box 203,
NELSON.

Transfer 124572
Brough Subdivision Ltd to R. S. & B. Jary

Description and title references of land secondly described to
be corrected.

23rd January 70


Knapp Pearmain Botting & James
CHLH: 27-1570

124512

124572 TRANSFER

Correct for the purposes of the Land Transfer Act.

Samuel James
Solicitor for the Transferee,
Nelson.

BROUGH SUBDIVISION LIMITED Transferor
Vendor

RICHARD STANLEY JARY and
BRUCE JARY

Transferees
Purchaser

I CERTIFY that Part IIA of the Land Settlement Pro-
motion and Land Acquisition Act, 1952, does not apply
to the within transaction.

Particulars entered in the Register-book,

Vol. See schedule Folio

the 5th day of December 1969
at 11.30 o'clock.



Assistant District Land Registrar
of the District of Nelson.

VOL	Folio
2A	1238
2B	852
3A	1238
3A	1239
3A	1240
3A	1241
3A	1242
3A	1243
3A	1244
3A	1245

Samuel James
Solicitor for Purchaser.

KNAPP, CONNERY, PEARMAIN & JAMES,

Solicitors,
Nelson.

LANE
Date: *5 DEC 1969*
B.A.N. 20519
RCP+J
5-DEC-1969
Time: 11.30
Page: 12400
Abstract No. 1443

C 20/202
10/12/69 NET 21/11

