

368830.7 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**

NELSON

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

11C	381	All	
11C	388 incl.		

**Transferor Surnames must be underlined**

DAYMAN DEVELOPMENTS LIMITED

**Transferee Surnames must be underlined**

DAYMAN DEVELOPMENTS LIMITED

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

Restrictive Covenant as set out in Schedules A, B and C continued on Pages 2 and 3 of the annexure schedule

**Consideration**



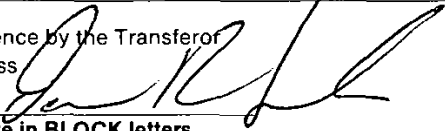
One Dollar only (\$1.00)

**Operative Clause**

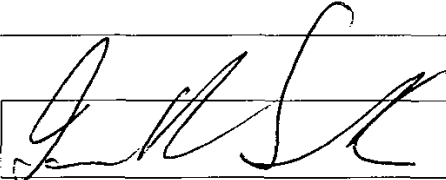
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 11<sup>th</sup> day of June 19 97

**Attestation**

 DAYMAN DEVELOPMENTS LIMITED DIRECTOR		Signed in my presence by the Transferor	
		Signature of Witness	
Witness to complete in BLOCK letters (unless typewritten or legibly stamped)		Witness name	Ian Roderick Smith
		Occupation	SOLICITOR
		Address	NELSON
Signature, or common seal of Transferor			

**Certified correct for the purposes of the Land Transfer Act 1952**  
 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.  
 Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
 (DELETE INAPPLICABLE CERTIFICATE)

  
 Solicitor for the Transferee  
**Ian Roderick Smith**

**Annexure Schedule**

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

TRANSFER

Dated 11th June 1997

Page 2 of 3 Pages

**SCHEDULE "A"**

Area	Lot and Deposited Plan	Locality
270m <sup>2</sup>	Lot 2 DP 17557	Nelson
286m <sup>2</sup>	Lot 3 DP 17557	Nelson
351m <sup>2</sup>	Lot 4 DP 17557	Nelson
281m <sup>2</sup>	Lot 5 DP 17557	Nelson
256m <sup>2</sup>	Lot 6 DP 17557	Nelson
258m <sup>2</sup>	Lot 7 DP 17557	Nelson
297m <sup>2</sup>	Lot 8 DP 17557	Nelson

Subject to: the easements, covenants, restrictions and conditions as set out on the Title.

WHEREAS It is the Transferor's intention to create with reference to the allotments as set out in Schedule A hereto the Restrictive covenants as set out in Schedule B hereto and the allotments as set out in Schedule A shall be subject to the covenants and restrictions as set out in Schedule B and the owner or occupier for the time being of each of the lots shall be bound by the stipulations and restrictions set out in Schedule B hereto.

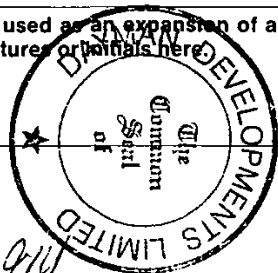
AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to himself.

AND WHEREAS Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with himself shall be as valid as if made with another.

AND WHEREAS The Transferor is desirous of conveying the allotments as set out in Schedule A to DAYMAN DEVELOPMENTS LIMITED (hereinafter referred to as "the Transferee") for the consideration hereinafter appearing and the Transferee is desirous of accepting such conveyance and of entering into the covenants on the part of the transferee hereinafter contained.

NOW THEREFORE In pursuance of the said agreement AND IN CONSIDERATION of the sum of one dollar (\$1.00) paid by the Transferee to the transferor (the receipt of which sum is hereby acknowledged) the transferor DOTH HEREBY TRANSFER unto the Transferee all its estate and interest in the land described in Schedule A hereto AND as incidental to and for the purposes of the said Transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule C hereto the Transferee DOTH HEREBY COVENANT AND AGREE with the transferor in the manner set out in Schedule B hereto so that each of the Restrictive Covenants shall run with each of the Lots set out in Schedule A for the benefit of each of the Lots described in Schedule C hereto.

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.



*[Handwritten signature]*

*[Handwritten initials]*

Annexure Schedule

TRANSFER

Dated 11<sup>th</sup> June 1997

Page 3 of 3 Pages

SCHEDULE "B"

The Transferee will not erect or permit to be erected on the land

- a) Any dwelling of an "A" frame style.
- b) Any outbuildings other than those of style similar to the dwellings erected or to be erected on that land.
- c) A dwelling or outbuilding with a roof constructed of materials other than tiles or a "decrastic" or similar style "tile" or colour steel.
- d) A dwelling with a basement area that is not fully enclosed.
- e) Any building or outbuilding with asbestos cement fibre board sheet or plank or similar material type or appearance covering more than 50% of its exterior cladding.
- f) Any second hand house.
- g) Any dwelling that does ~~not~~ have a completed construction value of less than \$70,000.00 (seventy thousand dollars).
- h) Any building that is closer than 3.5 metres distant from the kerb and channel line of the right of way.

SCHEDULE "C"

<u>Area</u>	<u>Lot and Deposited Plan</u>	<u>Locality</u>
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427m <sup>2</sup>	Lot 1 DP 17557	Nelson
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and Lot 2 to Lot 8, DP 17557 inclusive, all of Nelson Registry

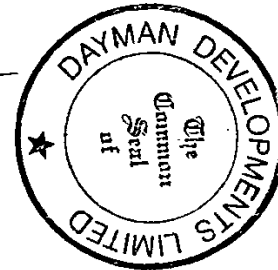
AND IT IS HEREBY AGREED AND DECLARED that the Transferors shall not be liable because of any action they take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the said transferors their successor or assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer.

AND the Transferees HEREBY REQUESTS the land covenants herein to be entered in the register.

In witness whereof these presents have been executed this 11<sup>th</sup> day of June 1997

Signed by the above-named  
DAYMAN DEVELOPMENTS LIMITED  
AS Transferors Transferees and  
Dominant Tenants in the presence of:

*R. J. Dayman*  
DIRECTOR



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.

*[Handwritten signatures]*

Approved by Registrar-General  
of Land under No. 1995/1004

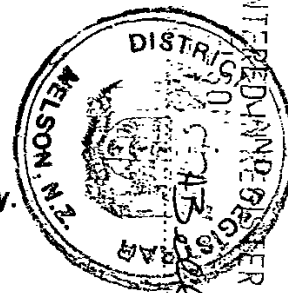
# TRANSFER

Land Transfer Act 1952

Law Firm Acting
IAN R SMITH PO Box 173 Nelson

Auckland District Law Society  
REF: 4135

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



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRATION  
ASSISTANT REGISTRAR

11.4.1 23.JUN97

368830.2





# View Instrument Details

<b>Instrument Type</b>	Transfer
<b>Instrument No</b>	12990012.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	29 April 2024 14:54
<b>Lodged By</b>	Webber, Rebecca Page

<b>Affected Records of Title</b>	<b>Land District</b>
NL11C/387	Nelson

## Transferors

P&M Trustee No.2 Limited

## Transferees

Kathleen Sonia Thomson

## Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

## Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

## Signature

Signed by Anissa Jean Bain as Transferor Representative on 24/04/2024 09:37 AM

## Transferee Certifications

I certify that I have the authority to act for the Transferee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

## Signature

Signed by Joshua Duncan Boyce as Transferee Representative on 29/04/2024 10:56 AM

\*\*\* End of Report \*\*\*