

B450060-2 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**

South Auckland

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

60C	333	All	
60C	334		

**Transferor Surnames must be underlined**BRUCE HERBERT NEWMAN and JOAN SALLY NEWMAN of Orewa, self employed**Transferee Surnames must be underlined**PHILLIP ANTHONY BRLJEVICH and WANDA LILLIAN BRLJEVICH of Coromandel**Estate or Interest or Easement to be created:** *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

fee simple together with a Land Covenant (continued on page 2 of Annexure Schedule)  
and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the  
Fencing Act 1978 in favour of the Transferor

**Consideration**

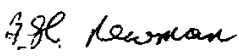
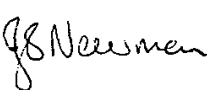
ONE HUNDRED AND NINETY THOUSAND DOLLARS (\$190,00.00)

**Operative Clause**

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE 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 16 day of May 19 97

**Attestation**

 	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name
Occupation	PETER GOLDSMITH SPIERS SOLICITOR WHAKATANE
Address	
Signature, or common seal of Transferor	

**Certified correct for the purposes of the Land Transfer Act 1952**

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977  
(DELETE 'INAPPLICABLE CERTIFICATE')

Continuation of "Estate or Interest or Easement to be created"

The Transferor when registered proprietor of the land formerly contained in CT 9A/972 subdivided the land into residential lots in the manner shown and defined on DPS 76167 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenant set out in Schedule B over the land in Certificates of Title 60C/331 and 60C/333 (hereinafter referred to as the "Servient Lots") TO THE INTENT that the servient lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations against the owners for the time being of the servient lot.

SCHEDULE A

Certificates of Title No.

60C/332

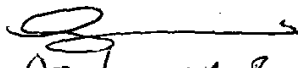
60C/334


SCHEDULE B

Not to erect or permit to be erected any building or structures nor to permit any trees, shrubs or plants to exceed a height of 3.67 metres above Peg B on Deposited Plan S.76167. R L being 54.50 metres in terms of Lands and Survey Datum: S057224 as detailed on Deposited Plan S76167

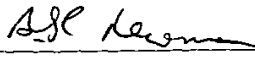
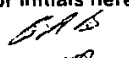




Continuation of "Attestation"

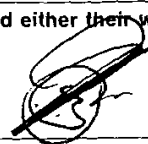
SIGNED by the said  
PHILLIP ANTHONY BRLJEVICH &  
WANDA LILIAN BRLJEVICH  
as Transferee in the  
presence of:-

  
Douglas W A Burgess  
Solicitor  
Auckland



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.

       
ASL Newman



**TRANSFER**

Dated

16 / 5 / 97

Page

9

of

2

Pages

NOW THEREFORE IN PURSUANCE of the said Agreement for Sale and Purchase AND IN CONSIDERATION of the sum of \$190,000.00 paid by the Transferees to the Transferors the receipt of which is hereby acknowledged the Transferors DO TH HEREBY TRANSFER unto the Transferees all their estate and interest in the land first described AND IN FURTHER PURSUANCE of the said Agreement for Sale and Purchase the Transferees so as to bind the land first described and for the benefit of all of the land comprised and described in the First Schedule herein for themselves their executors administrators and assigns DO AND EACH OF THEM DO TH HEREY COVENANT AND AGREE with the Transferor for the benefit of the land described in the Annexure Schedule herein not heretofore transferred by the Transferors:

1. THAT the Transferees will not at any time hereafter build on that part of the land first described hereto any building or other structure nor will they allow any trees or shrubs now or hereafter to be planted on the land first described hereto to grow to a height exceeding 54.50 metres above peg A.

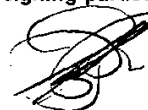
2. THAT the Transferees will not at any time hereafter erect or permit to be erected on that part of the land first described marked "Lots 3 and 4 DPS 76167" on the plan annexed hereto any building or other structure of a height nor allow any trees or shrubs to grow to a height exceeding 54.50 metres.

TO THE END AND INTENT that each of the said stipulations and restrictions shall enure for the benefit of the land described as Lots 1 and 2 DPS 76167 and every part thereof PROVIDED ALWAYS that the Transferors shall as regards the said stipulations and restrictions be liable only in respect of breaches thereof which shall occur while they shall be the registered proprietors of the land first described or any part thereof in respect of which any such breach shall occur.

AND THE TRANSFEREES FURTHER COVENANT that they will at all times hereafter save harmless and keep indemnified the Transferors from all proceedings costs claims and demands in respect of breaches of the said stipulations and restrictions hereinbefore on their part contained or implied.

AND IT IS HEREBY AGREED that the Transferors shall not be liable to contribute towards the cost of the erection or maintenance of any boundary or dividing fence between the said land and any adjoining land belonging to the Transferors but this provision shall not enure to the benefit of any purchaser of such adjoining land or any part thereof.

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.

*JS Newman**JS Newman*

# TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society  
REF 4135

21  
11 1/2  
120

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



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTHERN ISLAND  
ASST LAND REGISTRAR

13.16 13.NOV97 B 450060.2

