



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier NA85C/192
Land Registration District North Auckland
Date Issued 21 October 1991

Prior References

NA47D/476 NA47D/482

Estate	Fee Simple
Area	972 square metres more or less
Legal Description	Lot 1 Deposited Plan 144055 and Lot 55 Deposited Plan 88364

Registered Owners

John Danbury and Nicola Suzanne Bluck

Estate	Fee Simple - 1/6 share
Area	593 square metres more or less
Legal Description	Lot 84 Deposited Plan 88365

Registered Owners

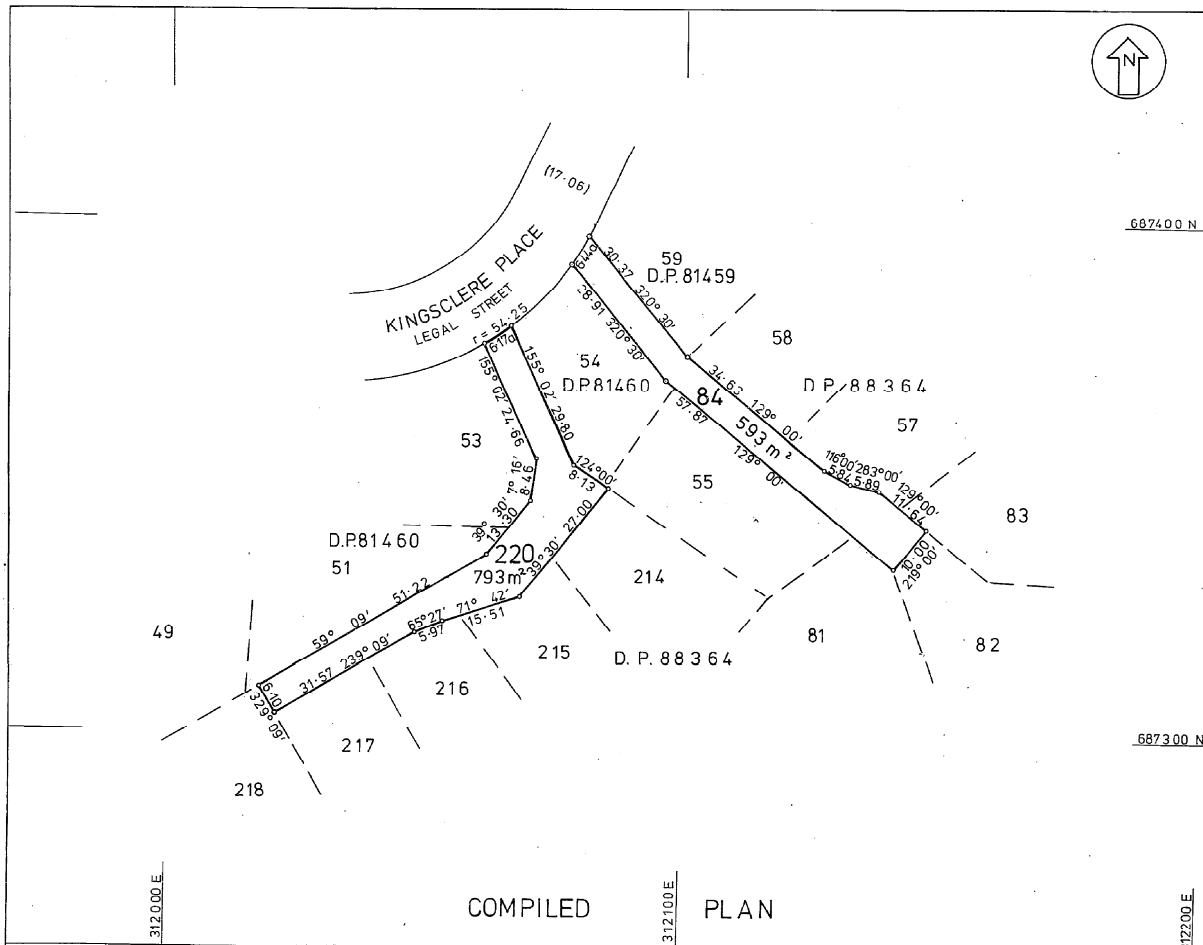
John Danbury and Nicola Suzanne Bluck

Interests

Land Covenant in Transfer B070411.1 (affects part formerly CT NA45D/482)
Subject to Section 308 (4) Local Government Act 1974
7258459.2 Mortgage to ANZ National Bank Limited - 2.3.2007 at 9:00 am

Statement of passing over information

This information has been supplied by the Vendor or the Vendors agents. We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending Purchasers are advised to conduct their own due diligence investigation into the same. To the maximum extent permitted by law A T Realty Limited do not accept any responsibility to any person for the accuracy of the information herein.



6874.00 N

6873.00 N

APPROVED
No. H. Pearce
Registered Owner

Pursuant to a resolution dated 23rd March 1978 of the Manukau City Council in accordance with Section 251 of the Municipal Corporations Act 1954 approves this plan of subdivision and certifies that it complies with the requirements of Section 42 (5) of the Town and Country Planning Act 1977. The Common Seal of the Manukau City Council was hereto affixed in the presence of:

[Signature] MAYOR
[Signature] CITY MANAGER

NEW	C&T.	ALLOCATED
LOT 84	45D-476	1/5 SHARE
	45D-477	
	45D-478	
	45D-479	
	45D-480	
LOT 220	45D-481	1/5 SHARE
	45D-482	
	45D-483	
	45D-484	
	45D-485	
45D-486		

This plan is concurrent with D.P.88364

Total Area 1386 m²

Comprised in Pt.C.T.44D/915

I, Alister G.B. Ayres, of Auckland, Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from surveys executed by me or under my direction, that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1968

Dated at Auckland this 11th day of September 1978 Signature *Alister G.B. Ayres*

Field Book p. Traverse Book p.

Reference Plans

Examined *Alister G.B. Ayres* Correct *for* *23/9/78*

Approved as to Survey *[Signature]* Chief Surveyor

Deposited this 11th day of July 1977

File 133/313/10 District Land Registrar

Received Instructions

D.P. 88365

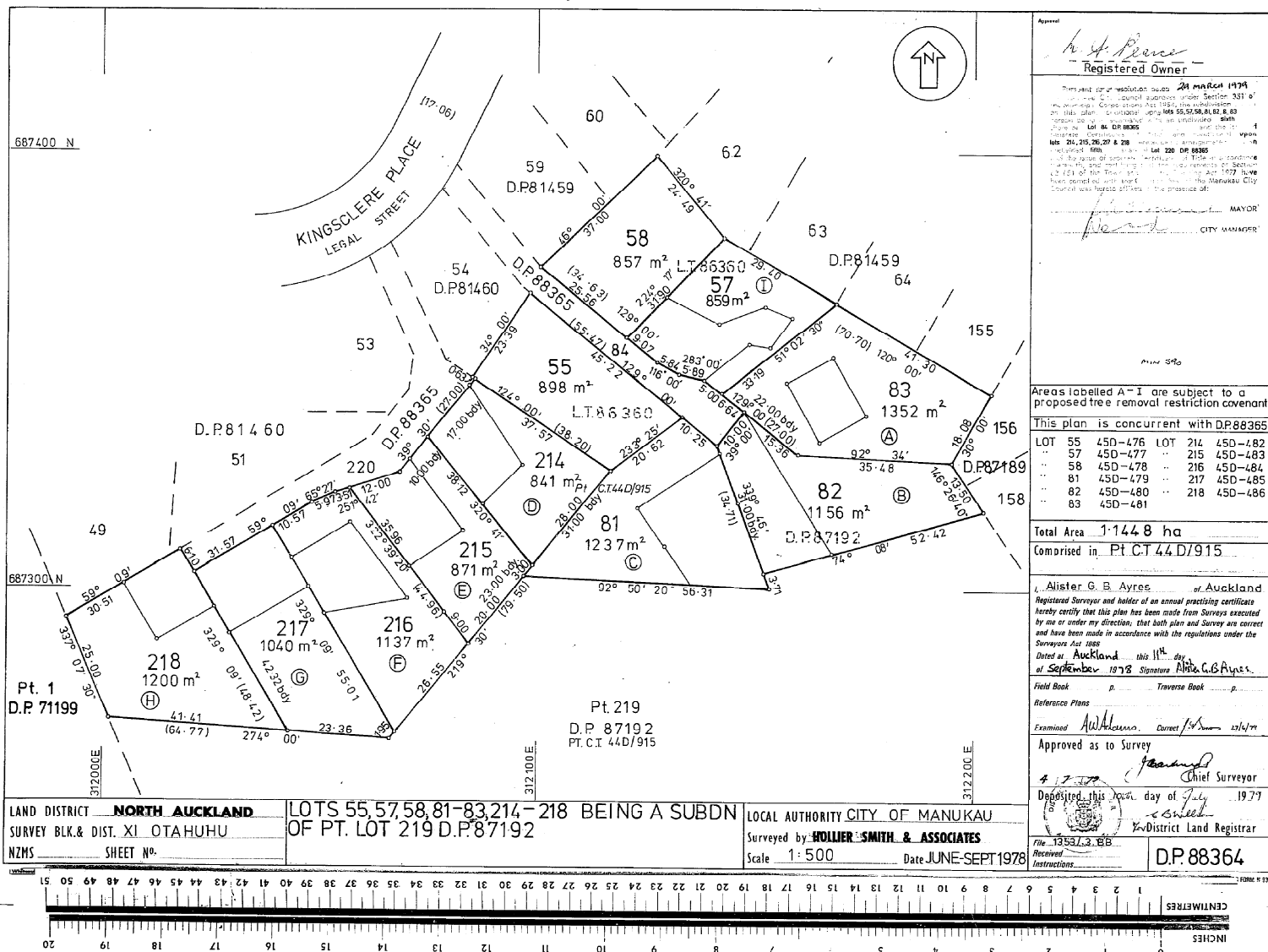
LAND DISTRICT **NORTH AUCKLAND** LOCAL AUTHORITY **CITY OF MANUKAU**

SURVEY BLK. & DIST. **XI OTAHUHU** Surveyed by **MOBLIER SMITH & ASSOCIATES**

NZMS SHEET No. **1** Scale **1:500** Date **JUNE-SEPT 1978**

LOTS 84 & 220 BEING A SUBDIVISION OF PT. LOT 219 D.P.87192





BO70411.1T

Under the Land Transfer Act, 1952

Memorandum of Transfer

WHEREAS AGH DEVELOPMENTS LIMITED at Auckland (hereinafter called "the transferor")

is ~~being~~ registered as proprietor

(1) of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland containing 841 square metres

more or less being Lot 214 Deposited Plan 88364

(2) of an estate in fee simple as to an undivided one fifth share in that piece of land containing 793 square metres more or less being Lot 220 on Deposited Plan 88365 and being all the land comprised in Certificate of Title No. 45D/482 (North Auckland Registry) SUBJECT TO Fencing covenant in Transfer 690619.1 (hereinafter referred to as "the said land")

AND WHEREAS the transferor when registered as proprietor of all the land contained in Deposited Plan 88364 (hereinafter called "Plan 88364") subdivided the land into residential lots, and in the manner shown and defined on that plan for the purposes of the sale of such land in residential lots as a building estate

AND WHEREAS it is the transferor's intention that all residential lots contained in Plan 88364 shall be subject to a general scheme applicable to and for the benefit of the said residential lots and that the owner or occupier for the time being of each of the residential lots (except Lots 55 and 58) should be bound by the stipulations and restrictions set forth in the First Schedule hereto and that the respective owners and occupiers for the time being of any of the said residential lots may be able to enforce the observance of such stipulations and restrictions by the owners and occupiers for the time being of any of the other said residential lots in equity or otherwise howsoever

AND WHEREAS by agreement dated the 21st day of April 1982 the transferor agreed to sell the said land to MILES RAYMUND SAUNDERS Company Director and LIANNE MARGARET BERRIMAN SAUNDERS Solicitor, both of Manukau Central (hereinafter called "the transferee") for the

26 Y 82 6337 - 000,065.00 D11

Q.M. Stamp Duty 0 TL

consideration hereinafter appearing and the transferee agreed to purchase the same and to enter 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 SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) paid by the transferee to the transferor (the receipt of which sum is hereby acknowledged) the transferor DOETH HEREBY TRANSFER unto the transferee all its estate and interest in the said land

AND IN FURTHER PURSUANCE of the said agreement the transferee and their executors or administrators and successors in title so as to bind Lot 214 and for the benefit of each and all of the other lots on Plan 88364 HEREBY JOINTLY AND SEVERALLY COVENANTS AND AGREES with the transferor and its successors in title for the benefit of each and all of the other lots on Plan 88364 not heretofore transferred by the transferor AND also separately with each and every one of the registered proprietors of and for the benefit of each and all of the other lots on Plan 88364 heretofore transferred to such registered proprietor (1) THAT the transferee will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in the Schedule hereto TO THE END AND INTENT that each of such stipulations and restrictions shall forever enure for the benefit of and be appurtenant to each and all of the other lots on Plan 88364 as aforesaid and every part thereof PROVIDED ALWAYS that the ~~transferee shall as regards the said stipulations and restrictions be liable only~~ in respect of breaches thereof which shall occur whilst they shall be registered proprietor of Lot 214 or any part thereof in respect of which any such breach shall incur and (2) THAT he will at all times hereafter save harmless and keep indemnified the transferor from all proceedings costs claims and demands in respect of breaches by the transferee of the proceedings costs claims and demands in respect of breaches by the transferee of the covenants and restrictions hereinbefore on their part contained and implied and FURTHER COVENANT that they will not call upon the transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the said land and any adjoining land owned by the transferor PROVIDED THAT this last written covenant shall not enure for the benefit of any subsequent registered proprietor of such adjoining land.

SCHEDULE

The transferee will not without the prior written consent of the Manukau City Council remove or allow to be removed any native trees plants or bushes from that part of Lot 214 as is labelled "D" on Plan 88364 or carry out any works such as excavations or filling on the said part of Lot 214 which shall cause or shall in the reasonable opinion of the Manukau City Council be likely to cause the death or ultimate death of such trees plants or bushes.

In-Consideration of _____

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said _____

all

estate and interest in the

said land above described _____

In witness whereof these presents have been executed this

21st

day of

may
THE COMMON SEAL of
~~Signed by the above named~~
AGH DEVELOPMENTS LIMITED
was hereunto affixed
in the presence of

19 82



[Signature]
[Signature]

Director

Secretary

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

Solicitor for the 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.

SOLICITOR FOR THE TRANSFEE

... AGH DEVELOPMENTS LIMITED Transferor

... M.R. & L.M.B. SAUNDERS Transferee

Particulars entered in the Registers described herein at the
day and hour endorsed below

Assistant Land Registrar
of the District of

J. Hendrick

(1P)

\$20

CT 450/482
heremk

McELROY DUNCAN & PREDDLE

SOLICITORS

AUCKLAND

Solicitors for the Transferee

AUCKLAND DISTRICT LAW SOCIETY

Penrose - 14712



450/482

File in reg
3.00.31 MAY 82 15 070441
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY 200 L/4
E. Sullivan