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William ALR

LVC1

STATUTORY DECLARATION TO BE MADE WHERE PURCHASER IS AN INDIVIDUAL

IN THE MATTER of the Land Settlement Promotion Act and Land Acquisition Act 1952.

A N D

IN THE MATTER of Agreement for Sale and Purchase dated the 28.11.1984 from PETER EDWARD KENDALL of Auckland, Financial Advisor, ALISON KENDALL his wife, MICHAEL EDWARD DRUM of Auckland, Farmer and HEATHER ANNE DRUM his wife as Vendor to DENNIS MORLEY WALLER of Auckland, Company Manager and GLENYS ELIZABETH WALLER his wife as Purchaser AFFECTING all that parcel of land containing 3.9463 ha being all of the land comprised and described in certificate of title, Volume 54D Folio 872 (North Auckland Land Registry)

Waller Dine SE.

I, DENNIS MORLEY WALLER of Auckland, Company Director solemnly and sincerely declare :

1. That I am the purchaser ~~lessee~~ abovenamed of the land above described.
2. I have entered into the transaction solely on my behalf as the person beneficially entitled thereunder.
3. That I do not own, lease, hold or occupy in fee simple or under any tenure of more than one year's duration either severally, jointly,

or in common with any other person, any farm land, as defined in the Land Settlement Promotion and Land Acquisition Act, 1952, outside a city or borough or town district, and that I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. That my wife does not own, lease, hold, or occupy in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and that my wife has no estate or interest whether legal or equitable and whether vested or contingent under any trust, will, or intestacy, in any such farm land.

5. That no company of which I or my wife is a member, the members of which are less than ten in number, owns, leases, holds or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly or in common with any other person any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will in any such farm land.

6. That I have attained the age of 17 years.


7. That I have not since the passing of the abovementioned Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

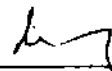
8. The transaction is not subject to Part IIA of the Act because (a)The transaction does not relate to any land of any of the classes described in Paragraph (f) of subsection (1) of Section 35B of the said Act (as substituted by Section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1969).

I am a New Zealand citizen by birth.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Auckland)
this 28th day of November)
1984 before me:)





~~Justice of the Peace~~
~~or Solicitor of the High Court~~
~~(or other person authorised to~~
~~take and receive statutory~~
~~declarations)~~

IN THE MATTER of an Agreement for
Sale and Purchase
relating to CT
54D/872

A N D

IN THE MATTER of the Land
Settlement Promotion
and Land Acquisition
Act 1952

DECLARATION OF DENNIS MORLEY WALLER

GLAISTER ENNOR & KIFF,
SOLICITORS,
AUCKLAND.

DEPOSITED 29416B

3 10 184 G. Waller
LVC1 ALR

STATUTORY DECLARATION TO BE MADE WHERE PURCHASER
IS AN INDIVIDUAL

IN THE MATTER of the Land
Settlement Promotion
Act and Land
Acquisition Act 1952,

A N D

IN THE MATTER of Agreement for Sale
and Purchase dated
the 28.11.1984 from
PETER EDWARD KENDALL
of Auckland,
Financial Advisor,
ALISON KENDALL his
wife, MICHAEL EDWARD
DRUM of Auckland,
Farmer and HEATHER
ANNE DRUM his wife as
Vendor to DENNIS
MORLEY WALLER of
Auckland, Company
Manager and GLENYS
ELIZABETH WALLER his
wife as Purchaser
AFFECTING all that
parcel of land con-
taining 3.9463 ha
being all of the land
comprised and
described in cer-
tificate of title,
Volume 54D Folio 872
(North Auckland Land
Registry)

I, GLENYS ELIZABETH WALLER of Auckland, Married Woman solemnly and
sincerely declare :

1. That I am the purchaser ~~lessee~~ abovenamed of the land above
described.
2. I have entered into the transaction solely on my behalf as the
person beneficially entitled thereunder.
3. That I do not own, lease, hold or occupy in fee simple or under
any tenure of more than one year's duration either severally, jointly,

or in common with any other person, any farm land, as defined in the Land Settlement Promotion and Land Acquisition Act, 1952, outside a city or borough or town district, and that I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

4. That my husband does not own, lease, hold, or occupy in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and that my husband has no estate or interest whether legal or equitable and whether vested or contingent under any trust, will, or intestacy, in any such farm land.

5. That no company of which I or my husband is a member, the members of which are less than ten in number, owns, leases, holds or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly or in common with any other person any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will in any such farm land.

6. That I have attained the age of 17 years.

7. That I have not since the passing of the abovementioned Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

8. The transaction is not subject to Part IIA of the Act because (a)The transaction does not relate to any land of any of the classes described in Paragraph (f) of subsection (1) of Section 358 of the said Act (as substituted by Section 2 of the Land Settlement Promotion and Land Acquisition Amendment Act 1969).

I am a New Zealand citizen by birth.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Auckland)
this 28th day of November)
1984 before me:)

G E Walker

dy
~~Justice of the Peace~~
~~or Solicitor of the High Court~~
~~(or other person authorised to~~
~~take and receive statutory~~
~~declarations)~~

IN THE MATTER of an Agreement for
Sale and Purchase.
relating to CT
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IN THE MATTER of the Land
Settlement Promotion
and Land Acquisition
Act 1952

DECLARATION OF
GLENYS ELIZABETH WALLER

GLAISTER ENNOR & KIFF,
SOLICITORS,
AUCKLAND.

\$1

TRANSFER

IN WITNESS WHEREOF
I have hereunto set my hand and seal
this 4th day of November 1984

WHEREAS:

- A. PETER EDWARD KENDALL as to a three tenths share and ALISON KENDALL as to a one fifth share and MICHAEL EDWARD DRUM as to a three tenths share and HEATHER ANNE DRUM as to a one fifth share (hereinafter called "the Transferor") are registered as the proprietors of an estate in fee simple in the said shares SUBJECT TO such liens encumbrances and restrictions as are notified by memorandum endorsed hereon in all that parcel of land containing 3.9463 Hectares more or less being part Section 4 Block III Hokianga Survey District and being all of the land comprised and described in Certificate of Title Volume 54D Folio 872 (North Auckland Registry) ("the land firstly described").
- B. The Transferor has subdivided the land in Certificates of Title Volume 65 Folio 42 (North Auckland Registry) and Volume 70 Folio 63 (North Auckland Registry) under Plan No. 101679 into rural holiday lots in the manner shown and defined on the said plan for the purposes of the sale of the said land in rural holiday lots as a building estate.
- C. It is the sub-dividers' intention that all rural holiday lots set out in the first schedule hereto be subject to a general scheme applicable to and for the benefit of all the lots in the first schedule and that the owner or occupier for the time being of each of the rural holiday lots in the first schedule should be bound by the stipulations and restrictions set out in the third schedule hereto and that the respective owners and occupiers for the time being of any of the lots contained in the said first schedule may be able to enforce the observance of such stipulations and restrictions by the owners or occupiers for the time being of any of the rural holiday lots in the first schedule in equity or otherwise howsoever.
- D. By Agreement in writing dated the 28th day of November 1984 the Transferor agreed to sell the land firstly described to DENNIS MORELY WALLER of Auckland, Company Director GLENYS ELIZABETH WALLER his wife ("the Transferee") for the consideration hereinafter appearing and the

TRANSFER
 ASSIGNMENT
 stamped with
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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 DOLLARS (\$6,000.00) paid by the Transferee to the Transferors (the receipt whereof is hereby acknowledged) the Transferors DO HEREBY TRANSFER unto the Transferee all their estate and interest in the land firstly described and IN FURTHER PURSUANCE of the said Agreement the Transferee so as to bind the land firstly described and for the benefit of all the land described in the second schedule hereto DOETH HEREBY COVENANT AND AGREE with the Transferors for the benefit of the land described in the second schedule hereto not heretofore transferred by the Transferors and also separately with each and every one of the registered proprietors of and for the benefit of the land described in the second schedule and heretofore transferred to such proprietors by the Transferors that the Transferee will henceforth and at all times hereinafter observe and perform all the stipulations and restrictions contained in the third schedule hereto to the end and intent that each of the said stipulations and restrictions shall enure for the benefit of all the land described in the second schedule hereto 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 while he shall be registered proprietor of the land firstly described or any part thereof in respect of which any such breach shall occur AND THE TRANSFERORS DO HEREBY COVENANT with the Transferee that they will at all times do all things necessary to ensure compliance with the aforesaid intention and that all the rural holiday lots set out in the first schedule hereto shall be subject to a general scheme applicable to and for the benefit of all the lots contained in the said Plans and in particular and without derogating from the generality of the covenant the Transferors will obtain from each and every one of the Transferees of any part or parts of the land contained in the second schedule hereto the like covenants as are contained herein on the part of the Transferee AND IN CONSIDERATION THEREFORE the Transferee HEREBY COVENANTS that he will at all times hereafter save harmless and keep indemnified the Transferors from all proceedings costs claims and demands

in respect of breaches by the Transferee of the covenants and restrictions hereinbefore on his part contained and implied and the Transferee FURTHER COVENANTS that he 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 sub-dividers PROVIDED THAT this covenant shall not enure to the benefit of any subsequent owners of such adjoining land.

IN WITNESS WHEREOF the Transferor and the Transferee have hereunto set their hands this 17th day of April One Thousand Nine Hundred and Eighty Four (1984)

THE FIRST SCHEDULE

Lots 1, 2 and 3 on Deposited Plan 101679 and part section 4 block 3 Hokianga Survey District being all of the land in Certificates of Title 54D/872, 57B/7, 57B/8, 57B/9 (North Auckland Registry)

THE SECOND SCHEDULE

All that parcel of land being all the lots set out in the first schedule hereto minus the land firstly described.


THE THIRD SCHEDULE

1. Not erect or permit to be erected or placed or permit to be placed on the land hereby sold any building or buildings other than either:

(a) a new dwelling house which has an area of ~~not~~^{not} less than 800 square feet and has a value at the time of erection of ~~not~~^{not} less than \$32,000 or

(b) a secondhand dwelling which has an area of ~~not~~^{not} less than 800 square feet and which has within three months of being placed on the land hereby sold the exterior painted in a proper and workmanlike manner or

SIGNED by the said DENNIS)
MORLEY WALLER and GLENYS)
ELIZABETH WALLER as)
Transferee in the presence)
of:)


GEWaller.

by

John

Amelia


CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

I, PETER EDWARD KENDALL of Auckland Financial Consultant HEREBY CERTIFY:

1. THAT by Power of Attorney dated the 31st day of March 1984 and registered under No B286429.1 in the Land Transfer Office at Auckland ALISON KENDALL of Auckland Married Woman appointed me her Attorney on the terms and subject to the conditions set out in the said Power of Attorney.

2. THAT at the date hereof I have not received any notice or information of the revocation of this appointment by the death of the said ALISON KENDALL or otherwise.

Dated at Auckland this 17th day of April 1984.



Peter Edward Kendall

CERTIFICATE OF NON-REVOCATION OF
OF POWER OF ATTORNEY

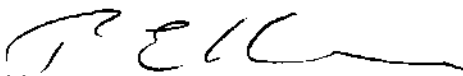
I PETER EDWARD KENDALL of Auckland Financial Consultant hereby certify:

1. THAT by Power of Attorney dated the 12th day of April 1984 HEATHER ANNE DRUM of Opononi Married Woman appointed me her Attorney on the terms and subject to the conditions set out in the said Power of Attorney.

2. THAT a copy of the said Power of Attorney was deposited in the Land Registry Office at Auckland under No.

3. THAT at the date hereof I have not received any notice or information of the revocation of the appointment under the said Power of Attorney by the death of the said HEATHER ANNE DRUM or otherwise.

Signed at Auckland this 17th day of April 1984


.....
P E Kendall

CERTIFICATE OF NON-REVOCATION OF
POWER OF ATTORNEY

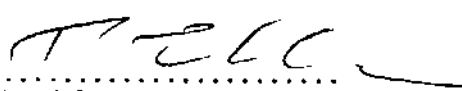
I PETER EDWARD KENDALL of Auckland Financial Consultant hereby certify:

1. THAT by Power of Attorney dated the 12th day of April 1984 MICHAEL EDWARD DRUM of Opononi Farmer appointed me his Attorney on the terms and subject to the conditions set out in the said Power of Attorney.

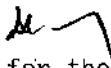
2. THAT a copy of the said Power of Attorney was deposited in the Land Registry Office at Auckland under No.

3. THAT at the date hereof I have not received any notice or information of the revocation of the appointment under the said Power of Attorney by the death of the said MICHAEL EDWARD DRUM or otherwise.


Signed at Auckland this 19th day of April 1984.



.....
P E Kendall

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 11 A of the Land Settlement Promotion and Land Acquisition Act 1952.


Solicitor for the Transferee

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ASST. LAND REGISTRAR 

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