

MEMORANDUM OF TRANSFER

WELLINGTON

Land Registry Office

WHEREAS GRENADA ESTATES LIMITED at Auckland

\$ 1-00
LEN.

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE A

ESTATE:	FEE SIMPLE	LEASEHOLD	LICENCE	MORTGAGE	ENCUMBRANCE
(Delete those which do not apply)					
C.T. OR DOCUMENT NO.	AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION		
C.T.22A/528	1.9946 hectares		City of Wellington being Lot 10 on deposited Plan 52076		

ENCUMBRANCES, LIENS AND INTERESTS

SUBJECT TO Section 59 Land Act 1948

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(hereinafter called "the land firstly described")

AND WHEREAS the Transferor when registered as proprietor of all the land contained in plans deposited in the Land Transfer Office at Wellington under Numbers 52075, 52076, 52197, 52196, 522285, 52286, 52287, 52381, 53282, 52383, 53467, 63629, 53630 and 53707 subdivided that land into residential Lots, Roads and Access Ways in the manner shown and defined on those plans for the purpose of the sale of the said land in residential Lots

AND WHEREAS the said plans of subdivision were approved by the Wellington City Council subject to certain conditions and restrictions

AND WHEREAS it is the Transferors intention that all the residential Lots contained to all the said Lots, and that the owner or occupier for the time being of each of the said Lots, shall be bound by the restrictions and conditions set out in the Second 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 restrictions by the owners or occupiers for the time being of any of the other said Lots in equity or otherwise howsoever AND it is intended that Section 7 of the Property Law Act 1952 shall be given effect too

AND WHEREAS by Agreement in writing dated the 10th day of November 1982 the Transferor agrees to sell the land firstly described to ALAN WILLIAM COOPER of Wellington, Contractor and ATARETA LORETTA COOPER his wife (hereinafter called "the Transferee") for the 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 pursuant of the said Agreement and the consideration of the sum of TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500.00) paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor doth hereby transfer to the Transferee all its 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 First Schedule hereto DOTH HEREBY COVENANT AND AGREE with the Transferor for the benefit of the land described in the First Schedule hereto not heretofore transferred by the Transferor and also separately with each and every one of the registered proprietors and for the benefit of the land described in the First Schedule and heretofore transferred to such proprietors by the Transferor that the Transferee will henceforth observe and perform and keep each and every restriction contained in the Second Schedule hereto TO THE END AND INTENT that each of the said restrictions shall enure for the benefit of all of the land described in the First Schedule hereto and every part thereof in perpetuity

AND the Transferor hereby covenants with the Transferee that it will obtain from each and every one of the Transferees of any part or parts of the land contained in the First Schedule hereto the like covenants as herein contained on the part of the Transferee AND IN CONSIDERATION THEREFORE the Transferee DOTH HEREBY COVENANT that they will at all times hereafter save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches of the said restrictions occurring in respect of those parts of the land in the First Schedule in respect of which the Transferor has executed the Transfer and whether such Transfer has been registered or not AND THE TRANSFEEEE HEREBY COVENANTS that they will not call upon the Transferor to pay for or contribute towards the erection or maintenance of any boundary fence between the firstly described land and any adjoining land owned by the Transferor provided that this Covenant shall not enure to the benefit of any subsequent purchaser or owner of such adjoining land.

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FIRST SCHEDULE

<u>AREA</u>	<u>LOT</u>			<u>DEPOSITED</u>	<u>CERTIFICATE OF TITLE</u>	
				<u>PLAN</u>	<u>VOLUME</u>	<u>FOLIO</u>
1.6675 hectares	11			52075	22A	529
1.2089 hectares	12			52075	22A	530
1.9889 hectares	9			52076	22A	527
1.0326 hectares	15			52196	22A	708
1.4835 hectares	16			52196	22A	709
1.7059 hectares	17			52196	22A	710
2.0337 hectares	18			52196	22A	711
1.2006 hectares	14			52197	22A	704
1.5921 hectares	19			52197	22A	705
1.3908 hectares	20			52197	22A	706
1.3368 hectares)	26			52285)	22A	999
1.3694 hectares)	1/7 share	31		52286)		
1.8168 hectares)	27			52285)	22A	1000
1.2694 hectares)	1/7 share	31		52286)		
1.7020 hectares)	22			52286)	22A	995
1.3694 hectares)	1/7 share	31		52286)		
1.3809 hectares)	23			52286)	22A	996
1.3694 hectares)	1/7 share	31		52286)		
1.8735 hectares)	24			52286)	22A	997
1.3694 hectares)	1/7 share	31		52286)		
1.2361 hectares)	25			52286)	22A	998
1.3694 hectares)	1/7 share	31		52286)		
3.3441 hectares)	28			52287)	22B	1
1.3694 hectares)	1/7 share	31		52286)		
6977m ²	1/6 share	1		53467	23A	722
3.171 hectares		4		53707		
6977m ²	1/6 share	1		53467	23A	723
2.9096 hectares		5		53707		
6977m ²	1/6 share	1		53467	23A	724
3.0737 hectares		6		53707		
6977m ²	1/6 share	1		53467	23A	725
2.9059 hectares		7		53630		
6977m ²	1/6 share	1		53467	23A	726
3.8191 hectares		8		53630		
6977m ²	1/6 share	1		53467	23A	727
3.8236 hectares		13		53629		

3,0613 hectares	3	52381	22A	744
3,9324 hectares	2	52383	22A	745

SECOND SCHEDULE

Not at any time to erect a building of such design that does not make adequate provision for roof water storage in quantities sufficient for all domestic and agricultural purposes.

IN WITNESS WHEREOF these presents have been executed this 19th day of September 1983

SIGNED by the said
ALAN WILLIAM COOPER and
ATARETA LORETTA COOPER
 in the presence of:

[Handwritten signature]
AL Cooper

[Handwritten signature]
Ataretta
Wellington

THE COMMON SEAL of
GRENADA ESTATES LIMITED
 was hereunto affixed in
 the presence of:



[Handwritten signature] DIRECTOR
~~*[Handwritten signature]*~~ SECRETARY