

STATEMENT OF PASSING OVER INFORMATION

This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor or the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Ownly (REAA 2008) and Sold On Kapiti Limited does not accept any responsibility to any person for the accuracy of the information herein.



SOLD ON KĀPITI
REAL ESTATE

B 069561.1 T

Under the Land Transfer Act 1952

Memorandum of Transfer

SHANE JERVIS TREADWELL and ALASTAIR JERVIS TREADWELL both of Wellington,
Solicitors

being registered as proprietor

of an estate in freehold

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 Wellington
containing 763m²

more or less being situate in the County of Horowhenua being Lot 6 on Deposited Plan
65976 and being all of the land comprised and described in Certificate of Title
Volume 36A Folio 422 (Wellington Registry)

Subject to: (1) Pipeline Certificate 906726

(2) B.036593.1 Variation of pipeline Easement Certificate 906726

AND WHEREAS the Transferor has subdivided the lands which now comprise Lots 1 to 16
inclusive on Deposited Plan 65976 (in this instrument called "the plan") with the
intention that each of those Lots should be subject to and have the benefit of a
Building Scheme and be subject in perpetuity to a covenant for the observance of the
restrictive stipulations set forth in the Schedule A to this instrument by the owners
and occupiers for the time being of the Lot so subject for the benefit of each of the
others of those Lots that covenant to be enforceable by the owners and occupiers of
each of those other Lots

AND WHEREAS by Agreement for Sale and Purchase dated the 29th day of May 1989 the
Transferor agreed to sell and ERROL HARRY REEVES-SMITH of Waikanae, Painter and
STEPHEN ERROL REEVES-SMITH of Waikanae, Carpenter (in this instrument called "the
Transferees") agreed to purchase Lot 6 subject to the Building Scheme described above
and upon the condition that the parties enter into the covenant contained in this
Transfer.

NOW THIS INSTRUMENT WITNESSES that in pursuance of the premises and in consideration
of the sum of TWENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$28,400.00) as is hereby
acknowledged by the Transferees to the Transferor the Transferor HEREBY TRANSFERS
to the Transferees all their estate and interest in Lot 6.

AND

1. The Transferees covenant in respect of Lot 6 with the Transferor for the
benefit of every part of all the other Lots which are shown on the plan (and
which in this Instrument are called "the other Lots") to observe in perpetuity
the restrictive stipulations to the intent that Lot 6 shall be forever subject
to this covenant.

BUT SO THAT this covenant shall bind the registered proprietors and occupiers for the time being only of Lot 6 (and shall not otherwise be enforceable against the Transferees and their successors in title)

2.. THE TRANSFEROR COVENANTS WITH THE TRANSFEREES:

- (a) To obtain from the Transferees, purchaser or lessee of each of the other Lots as are more particularly described in Schedule B hereof execution of a like covenant in respect of that Lot with the Transferees for the benefit of every part of Lot 6 to observe in perpetuity the restrictive stipulation; and
 - (b) Generally to do all things necessary so as to ensure that the other Lots together with Lot 6 shall be subject to the Building Scheme hereinbefore referred to.
3. THE TRANSFEREES COVENANT WITH THE TRANSFEROR that the Transferor shall not be liable nor be called upon to erect or repair or contribute towards the cost of erection or repair of any boundary fence between Lot 6 and any lands now owned by the Transferor adjoining thereto but this proviso shall not enure for the benefit of any purchaser of such adjoining land.

SCHEDULE A

RESTRICTIVE COVENANTS:

- (1) The Transferees will not erect or permit to be erected on the said land hereby agreed to be sold any building except a new private residential building, private motor shed or suitable accessory building to be used in conjunction with such residential building to be of a value and standard in line with and equating with other new beach development schemes in the area and will not detract in any way from the standard of housing in the area.
- (2) Notwithstanding anything hereinbefore contained if prior to the erection of a new private residential building as aforesaid the Transferees desire to erect a temporary service building on the said land hereby agreed to be sold then the same may be erected provided it is removed within a reasonable period.
- (3) On the installation and the connection thereto of the sewer reticulation provided by the Transferor up to the boundary of the said land hereby agreed to be sold the Transferees shall forthwith at the expense of the Transferees connect to such sewer reticulation every residential building or unit at that time erected on the said land.

SCHEDULE B

Lots 1 to 16 inclusive on Deposited Plan 65976 excepting Lot 5 and being Certificates of Title 36A/417 to 36A/432 inclusive excepting Certificate of Title 36A/422

IN WITNESS WHEREOF these presents have been executed this 2nd day of
March 1990.

~~In consideration of~~

~~the receipt of which sum is hereby acknowledged~~

~~Do hereby Transfer~~

~~xxx~~

~~OSKX AND XOMESKXKXKX~~

~~said land as described~~

SIGNED by the said)
SHANE JERVIS TREADWELL)
in the presence of:)

S. Jervis

*Treadwell
Law Clerk to Treadwell Stace Smith
Solicitors
Wellington*

SIGNED by the said)
ALASTAIR JERVIS TREADWELL)
in the presence of:)

Alastair Jervis

*Treadwell
Law Clerk to Treadwell Stace Smith
Solicitors, Wellington*

~~In witness whereof the said parties have hereunto set their~~

~~day~~

~~xxx~~

~~xxx~~

Signed by the above named
ERROL HARRY REEVES-SMITH

E. Reeves

in the presence of:

*H. C. West J. P.
Retired
Waikeane Bk.*

SIGNED by the abovenamed
STEPHEN ERROL REEVES-SMITH
in the presence of:

S. Errol-Smith

*H. C. West J. P.
Retired
135 Tutone Str.
Waikeane Bk.*

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

R H Newell

Solicitor for the Transferee.

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART II A OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

R H Newell

SOLICITOR FOR THE TRANSFEE

.....Transferor

.....Transferee

I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no conveyance duty is payable on this instrument by reason of the application of section 24 (1) of the Act, and that provisions of subsection (2) of that section do not apply.

R H Newell

SOLICITOR FOR THE TRANSFEE

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

.....
Assistant / District Land Registrar

.....
of the District of

GRUBI & NEWELL
SOLICITORS
UPPER HUTT

Solicitors for the Transferee

2.52 16 MAR 90 B 069561 /
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
ASST. LAND REGISTRAR
364/422
F/C
R/C

