

Record of title here

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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **CB10A/752**
Land Registration District **Canterbury**
Date Issued 29 September 1970

Prior References
CB6D/1286

Estate Fee Simple
Area 410 square metres more or less
Legal Description Lot 6 Deposited Plan 28142
Registered Owners
Jack Henry Zarifeh as to a 1/2 share
Phoebe Hope Carswell as to a 1/2 share

Interests

807624 Transfer creating the following easements

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Party wall	Lot 6 Deposited Plan 28142 - herein	Part herein	Lot 1 Deposited Plan 27994 - CT CB9K/1490	

The easements in Transfer 807624 are subject to Section 351E(a) Municipal Corporations Act 1954

Land Covenant in Transfer 807624

811969 Transfer creating the following easements - 19.10.1970 at 11.17 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Party wall	Lot 6 Deposited Plan 28142 - herein	Part herein	Lot 1 Deposited Plan 27994 - CT CB9K/1490	
Party wall	Lot 1 Deposited Plan 27994	Part	Lot 6 Deposited Plan 28142 - herein	

The easements created by Transfer 811969 are subject to Section 351E(a) Municipal Corporations Act 1954

Fencing Provision in Transfer 823623 - 1.3.1971 at 11.30 am

Land Covenant in Transfer 823623 - 1.3.1971 at 11.30 am (Limited as to duration)

12296480.2 Mortgage to TSB Bank Limited - 18.11.2021 at 1:10 pm

Guaranteed Search Copy Dated 14/07/26 2:28 pm, Page 2 of 2
Register Only

811969 TE

\$1

Approved by the District Land Registrar, Christchurch. 56/436761

NEW ZEALAND

MEMORANDUM OF TRANSFER

WHEREAS COMPASS PROJECTS LIMITED a duly incorporated Company having its registered office at Christchurch (hereinafter called "the Transferor")

1. Here state nature of the being registered as the proprietor of an estate in fee simple

subject however to such encumbrances liens and interests as are notified by memoranda

2. District, county, or township, underwritten or endorsed hereon in all that piece of land situated in the City of Christchurch

3. Here state area, exclusive containing SIXTEEN PERCHES AND TWO TENTHS OF A PERCH (0:0:16.2/10ths) of roads intersecting the same, if any.

4. Here state rights of way, be the same a little more or less being Lot 6 on Deposit Plan 28142 and being the whole of the land comprised and described in Certificate of Title Volume 10A Folio 752 SUBJECT TO Memoranda of Mortgage No. 784281, 784282 and 801669 and together with the Party Wall Easement contained in Transfer No. 807624 (hereinafter called "the land firstly above described")

AND WHEREAS ALICE VICTORIA WORRAIL of Christchurch, Widow (hereinafter referred to as "the Transferee") is registered as proprietor of an estate in fee simple in all that parcel of land situated in the City of Christchurch containing SEVEN TENTHS OF A PERCH being Lot 1 on Deposit Plan 27994 and being the whole of the land comprised and described in Certificate of Title Volume 9K Folio 1490 SUBJECT TO AND TOGETHER WITH the Party Wall Easement contained in Transfer No. 807624 (hereinafter called "the land secondly above described")

SIXTEEN PERCHES AND NINE TENTHS OF A PERCH (0:0:16.9/10th)

AND WHEREAS the parties hereto have agreed that the present wall on the boundary of the said land as shown on Deposit Plan No. 28142 and coloured blue and yellow and marked "proposed Party Wall Easement" shall be deemed to be a Party Wall

NOW THIS TRANSFER WITNESSETH that in pursuance of such agreement and in consideration of the premises the Transferor DOTH HEREBY TRANSFER AND GRANT unto the Transferee the full and free right and liberty for the Transferee or other registered proprietors for the time being of the land secondly above described to use that portion or part of the land firstly above described and which is shown on the said Deposit Plan No. 28142 coloured yellow and the portion of the Wall thereon to the intent that the existing wall thereon shall be deemed to be a Party Wall reserving nevertheless a similar right and liberty as aforesaid to the Transferor or other registered proprietors of the land firstly above described to use that part of the land secondly above described which is shown coloured blue on the said Deposit Plan No. 28142 and the portion of Wall erected thereon for the support of the said part of land shown coloured yellow on the said Plan and the portion of wall erected thereon to the intent that such rights shall be forever appurtenant to and used and enjoyed together with and shall run with the said respective lands but subject to the respective liabilities hereinafter appearing AND the Transferor and the Transferee do hereby respectively covenant and agree with the other of them his or her or its executors administrators successors or assigns that they will duly and punctually observe and perform and carry out the agreements and liabilities herein contained and/or implied that is to say:

xxxxxx

xxx

N.Z. Stamp Book 01:R

xxxxxx of which xxxxxxxx hereby acknowledges

-1-X-70 15933 --DTY *****1.00

And the Transferee DOTH HEREBY TRANSFER AND GRANT

~~Deed of Conveyance~~

5. Or a lesser estate or interest
describing such lesser estate.

~~And the said parties of the said parcels of land~~

1. THAT if and so often as either of the registered proprietors for the time being of the said parcels of land shall have reasonable cause to suspect the said wall or any part thereof or any flashing or guttering shall be out of repair or good condition or damaged weakened or destroyed then it shall be lawful for any of them or by their agent to enter into and upon the land of the other and the buildings that may be thereon for the purpose of viewing the condition of the said wall or any part thereof or of the flashing or guttering connected therewith.

2. THAT in case the said wall or any part thereof shall by reason of fire earthquake tempest or other inevitable accident or from any cause whatsoever be destroyed or damaged or injured then the said wall shall promptly be rebuilt or repaired and the cost of such building or repairing shall subject to the provisions of clause four hereof be paid in equal proportions by the said registered proprietors.

3. IN case either registered proprietor shall neglect or refuse to join in with the other party who is willing to proceed in so doing the party desiring to proceed may serve upon the party who is unwilling or neglects to proceed a notice in writing requiring such party to join in repairing restoring rebuilding and supporting the said wall and the party or parties giving such notice shall be at liberty after the expiration of one calendar month from the date of the service of such notice to repair restore rebuild or support the said wall or any part or parts thereof and for that purpose to enter into and upon the land or premises of the party so notified (as the case may be) to fix and use scaffolding therefor and to do and perform and execute all works necessary in the premises and the party hereto in default in so proceeding as aforesaid shall and will pay to the party by whom such works may have been executed one half part or share proportioned as aforesaid of the cost and expenses incurred in repairing rebuilding or reinstating the said wall or any part thereof and in case of their failure so to do such half share or proportion may be recovered by action.

4. THAT if the said wall or any part thereof shall become out of repair damaged weakened or destroyed by the negligence or wilful act or default whether due to fire or otherwise of any of the proprietors of the said parcels of land then and in such case the whole of the cost of restoring repairing strengthening or rebuilding the same shall be borne by the party or parties through whose act or default such restoring repairing strengthening or rebuilding became necessary and the other party shall be at liberty immediately to repair restore or rebuild or support the said wall or any part or parts thereof and for that purpose to enter into or upon the land or premises of the other party (as the case may be) to fix and use scaffolding thereon and to perform and execute all works necessary in the premises and to recover the whole costs of such restoring repairing and strengthening from the other party.

5. THAT any notice required to be given by or in reference to these presents

~~in witness whereof~~ ~~the said parties~~ ~~have hereunto~~ ~~signed their~~ ~~names~~ ~~the~~ ~~day of~~ ~~one thousand nine hundred and~~
may be given by posting the same in a prepaid letter registered addressed to the other party at such party's usual or last known place of residence.

~~signed by the said~~

~~in the presence of~~

~~Witness~~

~~Name~~

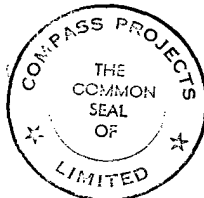
~~Occupation~~

~~Address~~

6. THAT if any dispute shall arise between the registered proprietors of the said parcels of land with respect to the amount which may hereafter become payable by one party to another under the provisions hereof as to the state of repair or condition of the said wall or any part thereof or the said flashing or guttering or with respect to the cost of any rebuilding repairing and restoring or with respect to the costs of any wall being weakened damaged or destroyed or with respect to any other matter or thing which may arise touching the Easement hereby created or in any way concerning the rights and liabilities of the respective registered proprietors then and in every such case or so often as it may occur the dispute shall be referred to two Arbitrators or their Umpire in the manner provided by the Arbitration Act, 1908.

IN WITNESS WHEREOF these presents have been executed this 30th day of September One thousand nine hundred and seventy.

THE COMMON SEAL OF:
COMPASS PROJECTS LIMITED
was hereunto affixed by
and in the presence of:



Shelley Director
Michael Rogers Secretary.

SIGNED by the said
ALICE VICTORIA WORRALL
in the presence of:

A. V. Worrall

D. Anderson
James Chamberlain
of 100, Gower Street, London, W.C.2
P. O. Box 112
Christchurch

NO.

811969

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Correct for the purposes of the Land Transfer Act.

TRANSFER

of LAND

Situated in the City of Christchurch

Worrall

Solicitor for the Transferee

COMPASS PROJECTS LIMITED Transferor

A. V. WORRALL Transferee

PARTICULARS entered in Register book,

Vol. 10A/752 , Folio 9K/1490

the 19 OCT 1970

at 11:17 o'clock. am



Land Registrar
of the District of Canterbury

The Party Wall rights created
herein are subject to Section
357 E(a) Municipal Corporation
Act 1954.



LAND & DEEDS	
Nature:	19K
Firm:	✓
Date:	19 OCT 1970
Time:	11.17 am
Fee:	\$2.50
Abstract No.	7627

LAND & DEEDS	
Nature:	19K
Firm:	✓
Date:	11 DEC 1970
Time:	11.06 am
Fee:	\$2.50
Abstract No.	9045

BELL, TAYLOR, HATTAWAY & PERRY
SOLICITORS

CHRISTCHURCH, N.Z.

THE CANTON PRESS CHRISTCHURCH



823623 T

300000

Approved by the Registrar-General of Land, Wellington, No. 62/541431

NEW ZEALAND

MEMORANDUM OF TRANSFER

COMPASS PROJECTS LIMITED a duly incorporated Company having its Registered Office at Christchurch

1. Here state nature of the being registered as the proprietor of an estate' in fee simple
estate or interest.

subject however to such encumbrances liens and interests as are notified by memoranda

2. District, county, or town- underwritten or endorsed hereon in all that piece of land situated in the City of
ship. Christchurch

3. Here state area, exclusive containing' SIXTEEN AND TWO TENTH PERCHES (OA: OR: 16.2P)
of roads intersecting the same, if any.

4. Here state rights of way, be the same a little more or less' being Lot 6 on Deposited Plan 28142 part Rural Section
privileges, or easements, if 262 and being all the land comprised and described in Certificate of Title
any, intended to be conveyed: If the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description of parcels and diagrams, otherwise set forth boundaries in chains, links or feet, and refer to the plan delineated on the margin, or annexed to the Instrument or deposited in the Land Registry Office.
Register Book Volume 10A Folio 752
(Canterbury Land Registry)

SUBJECT TO AND TOGETHER WITH party wall easement created by Memorandum of Transfer Number 807624 ~~and by Memorandum of Transfer Number~~

SUBJECT TO: Section 351 (a) Municipality Corporations Act 1954
~~AND the transferee or the owner or owners for the time being of the said Lot 6 on Deposit Plan 28142 DO TH HEREBY COVENANT with the Transferor not to erect any building or buildings or make any additions or alterations to the exterior of the buildings erected upon the said Lot 6 on Deposit Plan 28142 at any time before the 1st day of January, 1985 and the Transferee doth further covenant with the Transferor that for the like period until the 1st day of January, 1985 the transferee or the owner or owners for the time being of the said Lot 6 on Deposit Plan 28142 will not erect any boundary or dividing fence upon the said land other than a paling fence of the type which has already been erected on the boundaries of the said Lot 6 on Deposit Plan 28142 to the intent that these covenants shall be restrictive covenants running with the said Lot 6 on Deposit Plan 28142 for the benefit of the registered proprietor or proprietors for the time being of the balance of the land originally comprised in Certificate of Title Volume 6D Folio 1286 or any part thereof.~~

AND TOGETHER WITH Restrictive Covenant contained in Transfer 807264

SUBJECT TO AND TOGETHER WITH Party Wall Easement contained in Transfer No. 811969 (Subject to Section 351 E' (a)) Municipality Corporations Act 1954

N.Z. Stamp Duty Office

TRANSFER, MORTGAGE, LEASE,
ASSIGNMENT and AGREEMENT
stamped with duty of

\$40 on 22/1/71

\$ on 1/8

For Dts. Commissioner of Stamp Duty
CHRISTCHURCH

STAMPED ON UNRECORDED
VALUE OF LAND ONLY

4,000

For Dts. Commissioner of Stamp Duty

22-1-71 21163 -DTY-*****0.30

In consideration of the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NINETY TWO DOLLARS
(\$13,592.00)

paid to it by EDWARD JAMES PARKER of Christchurch, Clerk
and JEAN CURIE PARKER his wife

the receipt of which sum hereby acknowledge

Do hereby Transfer to the said Edward James Parker and Jean Curie Parker

5. Or a lesser estate or
interest describing such lesser
estate.

all its estate and interest* in the said piece of land

AND the Transferee or the owner or owners for the time being of the
said Lot 6 on Deposit Plan 28142 DOETH HEREBY COVENANT with the Transferor
not to erect any building or buildings or make any additions or alterations
to the exterior of the buildings erected upon the said Lot 6 Deposit Plan
28142 at any time before the 1st day of January, 1985 and the Transferee
doth further covenant with the Transferor that for the like period until
the 1st day of January, 1985 the Transferee or the owner or owners for the
time being of the said Lot 6 on Deposit Plan 28142 will not erect any boundary
or dividing fence upon the said land other than a paling fence of the type
which has already been erected on the boundaries of the said Lot 6 on Deposit
Plan 28142 to the intent that these covenants shall be restrictive covenants
running with the said Lot 6 on Deposit Plan 28142 for the benefit of the
registered proprietor or proprietors for the time being of the balance of the
land originally comprised in Certificate of Title Volume 6D Folio 1286 or
any part thereof.

In Witness whereof these presents have been executed this 11th day of November

one thousand nine hundred and seventy

~~Signature~~
THE COMMON SEAL of COMPASS
PROJECTS LIMITED was hereunto
affixed in the presence of:

~~Signature~~



Michael Rogers Director
Michael Rogers Secretary.

SIGNED by the said
EDWARD JAMES PARKER
and JEAN CURIE

PARKER in the
presence of:

John Curie
John Curie
John Curie

Ed Parker
Ed Parker

823623

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NO.

TRANSFER
of LAND

Situating in the City of Christchurch

Correct for the purposes of the Land Transfer Act.

J. G. G. G.
Solicitor for the Transferee

"The Land Transfer Act 1952, and the Land Transfer (Amendment) Act 1952, do not apply to this transaction."

J. G. G. G.
Solicitor for Purchaser.COMPASS PROJECTS LIMITED TransferorEDWARD JAMES PARKER AND Transferee
JEAN CURIE PARKER

PARTICULARS entered in Register Book,

Vol. 10A, Folio 752

1 MAR 1971

the day of 19

at 11.30 o'clock am

[Signature]
District Land Registrar
of the District of Canterbury

LAND & DEEDS	
Nature:	Transfer
Firm:	/
Date:	1.3.1971
Time:	11.30 am
Fee: \$	8
Abstract No.	1204

(1)

7

MATSON, MARSHALL & BUTLER
SOLICITORS
CHRISTCHURCH, N.Z.

16261

