

View Instrument Details



Instrument No 12727469.14
Status Registered
Date & Time Lodged 09 November 2023 16:44
Lodged By Hu, Emily Jia
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1112897	Canterbury
1112898	Canterbury
1112899	Canterbury
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Annexure Schedule Contains 3 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantor Representative on 08/11/2023 02:18 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantee Representative on 08/11/2023 02:18 PM

***** End of Report *****

Covenant Instrument to Note Land Covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

UWC LIMITED

Covenantee

UWC LIMITED

Grant of Covenant

The Covenantor being the registered owner of the burdened land set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Lots 1 – 123 (both inclusive) on Deposited Plan 587128	1112897 – 1113019 (both inclusive)	In gross

Covenant rights and powers (Including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number ———, registered under section 209 of the Land Transfer Act 2017]

[Annexure Schedule 1]

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 1 of 2 Pages

*Continue in additional Annexure Schedule, if required.***BACKGROUND**

- A. The Covenantee has undertaken a greenfield development known as The Clearing to which the Burdened Land forms a part.
- B. As a part of the Covenantee's development, roads have been constructed and vested in Hurunui District Council which provide the Burdened Land with legal access to public road.
- C. In order to protect the Covenantee from costs which may arise as a result of damage to the roads during the construction of dwellings on the Burdened Land, the Covenantor (subject to clause 3.1 below) is required to pay a bond to the Covenantee to be held on the terms stipulated herein.

1 Interpretation

In this instrument unless the context requires otherwise,

"Burdened Land" means the Burdened Land(s) set out in Schedule A and being owned by the Covenantor;

"Covenantee" means UWC Limited, a registered company incorporated under company number 1681952 and having its registered office at Wellington, or any other person or entity nominated in writing by UWC Limited; and

"Covenantor" means the registered owner(s) of any of the Burdened Land(s) set out in Schedule A at any time and includes any and all successors in title to any of the Burdened Land(s) set out in Schedule A or any part thereof.

2 Terms of Covenant

- 2.1 The Covenantor for itself and its successors in title to the Burdened Land, which the Covenantor is the registered owner of, covenants and agrees with the Covenantee and its successors and assigns that the Covenantor will observe and perform the stipulations and restrictions contained below to the intent that each of the stipulations and restrictions shall inure for the benefit of the Covenantee and its successors and assigns and to the intent that the said Burdened Land and every part thereof shall be subject to each of the stipulations and restrictions.
- 2.2 Notwithstanding clause 2.1 above, the Covenantor and the Covenantee agree that covenants set out in this instrument shall automatically expire on that date being three (3) years from the date this instrument is registered, following which the covenants in this instrument shall be of no further effect.

3 Covenants

- 3.1 Where the Covenantor receives the Burdened Land (as transferee) from the Covenantee (as transferor) within twelve (12) months of the date of registration of this instrument, the Covenantor shall if demanded by the Covenantee contemporaneously upon registration of the said transfer pay to the Covenantee a bond in the sum of \$5,000.00 (including GST), to be held by the Covenantee until that date being twelve (12) months from the date of registration of this instrument ("Bond Expiry Date") ("Bond") on the following terms:
 - (a) Where repairs are required to any part of the road(s) within the Covenantee's development as a result of an act or omission of the Covenantor, the cost of repairs shall be deducted from the Bond.
 - (b) In the event that repairs are required to any part of the road(s) within the Covenantee's development where fault cannot be established, the Covenantee may in its sole discretion deduct the cost of repairs from the Bond in common with all covenantors under this instrument who were constructing on their properties at the material time of damage occurring.

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

- (c) The Covenantee may deduct such sums from the Bond pursuant to clauses 3.1(a) and (b) above on multiple occasions on or before the Bond Expiry Date and is under no obligation to release any part of the Bond whether in whole or part prior to the Bond Expiry Date.
- (d) Following the Bond Expiry Date, the Bond or balance of the Bond remaining (if any) shall be paid to the Covenantor within five (5) working days of the Covenantor's written request to the Covenantee. In the event that the Covenantee does not receive the Covenantor's request for release of the Bond by that date being twelve (12) months from the Bond Expiry Date, the Bond shall be forfeited by the Covenantor and released to the Covenantee and neither party shall have a claim against the other with respect to the Bond whatsoever.
- 3.2 For the avoidance of doubt, deduction of any sum(s) from the Bond from time to time in accordance with clauses 3.1(a) and (b) above shall not relieve the Covenantor of any further obligations to the Covenantee with respect to damage caused to the road(s) within the Covenantee's development. In the event that the cost of repairs attributable to the Covenantor exceed the Bond or any remaining balance of the Bond, the Covenantor must pay such further sum(s) of money to the Covenantee within five (5) working days of written notice from the Covenantee.
- 3.3 No failure or delay by the Covenantee to exercise any right under this instrument shall constitute a waiver of that or any other right, nor shall the failure or delay restrict any further exercise of that or any other right. No single or partial exercise of a right shall preclude or restrict the further exercise of that or any other right.
- 4 Disputes**
- 4.1 If a dispute in relation to this instrument arises between the Covenantor and the Covenantee:
- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
- (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.
- 5 Severability**
- 5.1 If any term or obligation provided for in this instrument shall be unenforceable for any reason, including uncertainty, the parties agree that the unenforceable term or obligation is severed from this covenant without affecting the enforceability any of the remaining terms or obligations. In the event of any such severance, the parties shall use their best endeavours to negotiate and agree upon a replacement term or obligation with the intent that, to the greatest extent possible the covenant shall achieve the economic, legal and commercial objectives of the unenforceable term or obligation.