

View Instrument Details



Instrument No 12727469.13
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
1112900	Canterbury
1112901	Canterbury
1112902	Canterbury
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Annexure Schedule Contains 5 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 27/10/2023 02:20 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 27/10/2023 02:20 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	"P" on Deposited Plan 587128	1112898	1112897 and 1112899 - 1113019
	"Q" on Deposited Plan 587128	1112904	1112897 – 1112903 and 1112905 – 1113019

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

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

- A. The Covenantor has undertaken a multi-lot fee simple subdivision of its land previously comprised in record of title 983584 (Canterbury Registry) which resulted in creation of (inter alia) the Burdened Land and is the registered owner of the Burdened Land ("**Development**").
- B. The Covenantor has constructed landscaping feature walls in the Restricted Areas to demarcate and provide a sense of entry to its Development from the adjoining Amberley Beach Road.
- C. It has been agreed between the Covenantor and the Covenantee that the structures constructed in the Restricted Areas shall be subject to a restrictive covenant to both prevent the removal, demolition or otherwise disestablishment, and to require maintenance and upkeep.
- D. The Covenantor hereby enters into this land covenant with the Covenantee in order to grant and secure the covenants as set out more particularly in the First Schedule.

1 DEFINITIONS AND INTERPRETATION

In this covenant instrument unless the context indicates otherwise:

Definitions:

"**Benefited Land**" means the Benefited Land(s) set out in Schedule A and being owned by the Covenantee;

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

"**Covenantee**" means the Covenantee named in this instrument and includes the person for the time being the registered owner of the Benefited Land and any person claiming under the Covenantee but only for as long as that person is the registered owner of the Benefited Land;

"**Covenantor**" means the Covenantor named in this instrument and includes the person for the time being the registered owner of the Burdened Land and any person claiming under the Covenantor but only for as long as that person is the registered owner of the Burdened Land;

"**Restricted Areas**" means the areas marked "P" and "Q" on Deposited Plan 587128 such areas being part of the Burdened Land;

Interpretation:

Defined Expressions: expressions defined in the main body of this instrument have the defined meaning in the whole of this instrument, including the Background;

Headings: section, clause and other headings are for ease of reference only and do not affect this instrument's interpretation;

Joint and Several Liability: an obligation by two or more persons binds those persons jointly and severally;

Negative Obligations: any obligation not to do anything includes an obligation not to suffer permit or cause that thing to be done;

Parties: references to parties are references to parties to this instrument;

Persons: references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

Plural and Singular: words importing the singular number include the plural and vice versa;

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

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Continue in additional Annexure Schedule, if required.

Schedules: the schedule to this instrument and the provisions and conditions contained in these schedules will have the same effect as if set out in the body of this instrument;

Sections, Clauses and Schedules: references to sections, clauses and schedules are references to this instrument's sections, clauses and schedules; and

Statutes and Regulations: references to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2 INTENTION OF LAND COVENANT

- 2.1 The intention of this land covenant is to grant and secure the ongoing performance by the Covenantor and the Covenantee of the covenants contained in the First Schedule.

3 COVENANTS

- 3.1 The Covenantor and the Covenantee for itself and its successors in title to the Burdened Land and Benefited Land (respectively), which the Covenantor and Covenantee are the registered owners of, covenants and agrees to observe and perform the stipulations and restrictions contained in the First Schedule to the intent that each of the stipulations and restrictions shall inure for the benefit of the parties and its successors and to the intent that the said Burdened Land and Benefited Land and every part thereof shall be subject to each of the stipulations and restrictions.

4 PROVISION INVALID OR VOID

- 4.1 If at any time this instrument, or any provision of this instrument, is or becomes invalid, void, illegal or unenforceable or is otherwise challenged or called into question in any respect whatsoever, or this instrument is required to be removed from the record of title to the Burdened Land for any reason whatsoever, then:
- (a) That part or provision shall be severed from this instrument;
 - (b) Such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this instrument; and
 - (c) In any event the parties shall enter into and execute appropriate substitute instrument(s), and do all such other acts and things including obtaining any necessary consents, to give full and proper effect to the agreements and understandings in this instrument.

5 BREACH, COSTS AND INDEMNITY

- 5.1 If there is any breach or non-observance by the Covenantor or the Covenantee of any of the stipulations and restrictions contained in this land covenant then without prejudice to any other liability which either party has with the other:
- (a) the breaching party will, upon written demand being made, undertake those matters reasonably required to be completed and specified in the written demand in order to comply with the stipulations and restrictions contained in this instrument in respect of the Restricted Areas; and

Annexure Schedule 1

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

- (b)

in the event that the breaching party does not comply with the requirements contained in any demand given in accordance with clause 5.1(a) within the timeframe set out therein, such party having provided its written demand shall be entitled to immediately enter onto the Burdened Land and undertake those requirements with all costs incurred in respect of those matters to be recoverable from the breaching party as a liquidated debt.
- 5.2

The breaching party shall pay all legal and other costs and disbursements incurred of and incidental to the enforcement or attempted enforcement of the rights, remedies and powers afforded under this land covenant including (without any limitation whatsoever) all costs incurred on a solicitor/client basis.
- 5.3

Any breaching party to this instrument indemnifies and agrees to keep indemnified the other such parties to this instrument against all costs, liabilities, claims, demands, damages, penalties and expenses whatsoever incurred of and incidental to the enforcement or attempted enforcement of the rights, remedies and powers afforded under this land covenant. This indemnity shall bind the parties hereto and their respective successors.

Annexure Schedule 1

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

FIRST SCHEDULE

Covenants

The Covenantor and the Covenantee covenant and agree as follows, both for itself and its successors in title:

1. Not to remove, demolish, otherwise disestablish or damage any structure constructed on the Restricted Areas as at the date of this instrument.
2. That the Covenantor and the Covenantee are together responsible for the cost and undertaking of any reasonably required maintenance, repairs and upkeep of the structures constructed in the Restricted Areas as at the date of this instrument and shall at all times ensure that such structures are kept in a good and tidy state.
3. Where repairs or maintenance are required to the structures constructed in the Restricted Areas as a result of the act or omission of any particular party(ies) to this instrument, such party(ies) shall be responsible for associated costs of repair and maintenance attributable to that act or omission.
4. That owners, lessees, tenants, invitees and occupiers for the time being (and from time to time) of the Benefited Land and the Burdened Land are bound by the provisions of this instrument.