

View Instrument Details



Instrument No 12118122.10
Status Registered
Date & Time Lodged 30 August 2021 13:43
Lodged By Needham, Michelle Rose
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
651803	Canterbury
983918	Canterbury
983919	Canterbury
983920	Canterbury
983921	Canterbury
983922	Canterbury

Annexure Schedule Contains 2 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 Michelle Rose Needham as Covenantor Representative on 30/08/2021 12:28 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 Michelle Rose Needham as Covenantee Representative on 30/08/2021 12:28 PM

*** End of Report ***

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

AWLY DEVELOPMENTS LIMITED

Covenantee

HAMISH KEVIN COAKLEY and KELLIE RACHEL COAKLEY

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) 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	All of the Burdened Land	Lots 1 to 5 DP 559202 (RT 983918-983922 inclusive)	Lot 1 DP 473226 (651803)

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.

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Annexure Schedule 1

Insert instrument type

Covenant

Continue in additional Annexure Schedule, if required

1. Covenants

- 1.1 The Covenantor covenants with the Covenantee that it shall not:
- 1.1.1 complain about or object to the lawful use of the Benefited Land as a poultry farm;
 - 1.1.2 bring any proceedings against the Covenantee for any cause of action (including but not limited to nuisance or annoyance) arising out of the use of the Benefited Land as a poultry farm;
 - 1.1.3 make, lodge, be a party to, finance or contribute to the cost of, or procure a third party to make, lodge, be a party to, finance or contribute to the cost of any submission, application or proceedings designed or intended to limit, prohibit, modify or restrict the operation of the business of the poultry farm on the Benefited Land.

2. General

- 2.1 For the purposes of this instrument, the Covenantor and Covenantee agree that this instrument binds and benefits their successors in title and also any lessee or occupier of the Burdened or Benefited Land.
- 2.2 The illegality, invalidity or unenforceability of a provision of this Covenant Instrument under any law will not effect the legality, validity or enforceability of that provision under any other law, or the legality, validity or enforceability of any other provision of this Covenant Instrument.
- 2.3 No failure to exercise nor a delay in exercising any right or remedy available to a party will constitute a waiver by that party of that or any other right or remedy available to that party under this Covenant Instrument or at law.
- 2.4 The liability of a Covenantor under this Covenant Instrument shall enure only for such period as that Covenantor is the registered proprietor of the Burdened Land or any part of the Burdened Land to the intent that no Covenantor shall be liable for breaches committed by that Covenantor's predecessors or successors in title but that Covenantor shall be and remain liable for all breaches committed in the period during which that Covenantor owns any part of the Burdened Land.
- 2.5 If the Covenantor breaches any of these covenants then without prejudice to any other cause of action that the Covenantee may take, the Covenantor shall, upon demand in writing being made by the Covenantee, pay to the Covenantee as liquidated damages, a sum equating to any loss suffered by the Covenantee as a result of the Covenantor's breach of these covenants, together with the Covenantee's costs of enforcing these covenants on a solicitor client basis.