

View Instrument Details



Instrument No 12313701.8
Status Registered
Date & Time Lodged 14 December 2021 09:47
Lodged By Wickett, Tracy Ruth
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
979715	South Auckland
979716	South Auckland

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 Gregory Craig Burt as Covenantor Representative on 02/11/2021 08:15 AM

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 Gregory Craig Burt as Covenantee Representative on 02/11/2021 08:15 AM

*** End of Report ***

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Covenantor**CALAND HOLDINGS LIMITED****Covenantee****CALAND HOLDINGS LIMITED****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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	DP 558193	Lot 1 Deposited Plan 558193 (RT 979715)	Lot 2 Deposited Plan 558193 (RT 979716)

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

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

Covenant Instrument to Note Land Covenant

Page 2 of 3 Pages

1 Covenant

- 1.1 The Covenantor for itself and its successors in title of the Burdened Land covenants and agrees with the Covenantee and its successors in title for the benefit of the Benefited Land that the Covenantor will at all times observe and perform all the covenants contained in this Schedule. Each of the covenants will forever enure for the benefit of and be appurtenant to each of the Lots comprising the Benefited Land and the registered proprietor of the Benefited Land.

2 Planting

- 2.1 The Covenantor covenants that should they wish to plant any tree or shrub on Lot 1 Deposited Plan 558193 (contained in Record of Title 97915) ("Burdened Land") it shall be of New Zealand Native species only and such tree or shrub shall not be allowed to grow above a height of 5 metres above ground level from the date of registration of this Land Covenant.

3 Limited Liability

- 3.1 The Covenantor and its successors in title will only be liable for breaches of the covenants that occur while they are registered as owner of the Burdened Land.

4 Breach of Covenants

- 4.1 The Covenantor agrees that if the Covenantor breaches or fails to observe part of any of these covenants (without prejudice to any other liability which the Covenantor may have to other parties and any person or persons having the benefit of the covenants), the Covenantor (upon written demand being made by the registered owner of the Benefited Land) will immediately remedy the breach or failure to observe part of any of the covenants, including (where applicable) without limitation remove or cause to be removed from the Burdened Land any tree, shrub or vegetation which is in contravention of this Land Covenant.

Dispute resolution

- (a) **Negotiation:** If any dispute arises between the parties concerning the interpretation of this instrument or anything contained in or arising out of the covenants, the parties will try in good faith to settle the matter by direct negotiation.
- (b) **Referral to Arbitrator:** If the parties are unable to resolve the dispute within 20 Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, then the dispute will be referred to a sole arbitrator.
- (c) **Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.
- (d) **Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

5 Notices

- 5.1 **Service of Notices:** Any notice of document required or authorised to be given under this instrument may be delivered or sent as follows:

Annexure Schedule 1

- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
- (b) by registered post addressed to the last known postal address of the party intended to be served.

5.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:

- (a) when delivered by hand to that other party; or
- (b) three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.

5.3 **Signature of Notices:** Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

5.4 **Addresses for Notices:** For the purposes of this clause, and subject to subsequent amendment by any party by written notice to the other parties, the address for service of notices of each party is the residential address of each of the respective Benefited Lands.