

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR: Exciting Habitats Limited (8224852)

PURCHASER:

and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: **Yes/No**
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: **Vendor Yes/No**
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. **Purchaser/Purchaser's Nominee Yes/No**

PROPERTY

Address: Lot , 18 Scott Road, Hobsonville

Estate: **FREEHOLD** ~~LEASEHOLD~~ ~~STRATUM IN FREEHOLD~~
~~STRATUM IN LEASEHOLD~~ ~~CROSS LEASE (FREEHOLD)~~ ~~CROSS LEASE (LEASEHOLD)~~

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

Area (more or less):

Lot/Flat/Unit:

DP:

Record of Title (unique identifier):

Lot , as shown on the attached Boundary Consultants resource consent plan

PAYMENT OF PURCHASE PRICE

Purchase price: \$

Plus GST (if any) OR Inclusive of GST (if any)
If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$

Balance of purchase price to be paid or satisfied as follows:

~~(1) By payment in cleared funds on the settlement date which is:~~

OR

~~(2) In the manner described in the Further Terms of Sale.~~

Interest rate for late settlement:

15 % p.a.

CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):	Yes/No	OIA consent required (clause 9.6):	Yes/No
Finance date:		OIA date (clause 9.8):	
LIM required (clause 9.3):	Yes/No	Land Act consent required (clause 9.7):	Yes/No
Building report required (clause 9.4):	Yes/No	Land Act date (clause 9.8):	
Toxicology report required (clause 9.5):	Yes/No		

TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 8 February 2022

GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (8) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (9) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (10) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (11) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (12) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (13) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (14) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (15) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (16) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (17) "LINZ" means Land Information New Zealand.
- (18) "Local authority" means a territorial authority or a regional council.
- (19) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (20) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (21) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (22) "Property" means the property described in this agreement.
- (23) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (24) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (25) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (26) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (27) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (28) "Rules" means body corporate operational rules under the Unit Titles Act.
- (29) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (30) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (31) "Settlement date" means the date specified as such in this agreement.
- (32) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (33) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (34) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (35) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.

- (36) "Unit title" means a unit title under the Unit Titles Act.
- (37) "Unit Titles Act" means the Unit Titles Act 2010.
- (38) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of clause 9.3(2) the 15th day of January) in the following year, both days inclusive; and
 - (d) the day observed as the anniversary of any province in which the property is situated.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.3 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).

1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by email; or
 - (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
 - (c) in the case of email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
 - (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
 - (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

~~2.0 Deposit~~

- ~~2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.~~
- ~~2.2 If the deposit is not paid on the due date for payment, the vendor may, at any time thereafter, serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by giving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.~~
- ~~2.3 The deposit shall be in part payment of the purchase price.~~
- ~~2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:~~
- ~~(1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and~~
 - ~~(2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and~~
 - ~~(3) where the property is a unit title:

 - ~~(a) a pre-settlement disclosure statement, certified correct by the body corporate, under section 147 of the Unit Titles Act; and~~
 - ~~(b) an additional disclosure statement under section 148 of the Unit Titles Act (if requested by the purchaser within the time prescribed in section 140(2))~~~~have been provided to the purchaser by the vendor within the times prescribed in these sections or otherwise the purchaser has given notice under section 140(2) of the Unit Titles Act to postpone the settlement date until after the disclosure statements have been provided; or~~~~
 - ~~(4) this agreement is:

 - ~~(a) cancelled pursuant to:

 - ~~(i) clause 5.2(2)(c); or~~
 - ~~(ii) sections 36 or 37 of the Contract and Commercial Law Act 2017; or~~~~
 - ~~(b) avoided pursuant to clause 9.10(5); or~~~~
 - ~~(5) where the property is a unit title and the purchaser, having the right to cancel this agreement pursuant to section 151(2) of the Unit Titles Act, has cancelled this agreement pursuant to that section, or has elected not to cancel by giving notice to the vendor, or by completing settlement of the purchase.~~
- ~~2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing after the effect of the same is explained to the purchaser by the agent or by the purchaser's lawyer or conveyancer.~~

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.

- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
 - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
 - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

Last-Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
 - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
 - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and

- (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
- (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 If
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 If
- (1) the property is a unit title;
 - (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in clause 8.2(3),
- then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.17 (1) Where
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:
- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and

- (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title ~~except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:~~
- ~~(a) the tenth working day after the date of this agreement, or~~
 - ~~(b) the settlement date.~~

- ~~(2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a certified copy of it as defined in section 69 of the Land Transfer Act 2017 is obtained.~~
- ~~(2) If the vendor is unable or unwilling to remove or comply with any objection or requisition on title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:~~
- ~~(a) the vendor shall notify the purchaser ("the vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice~~
- ~~(b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement,~~
- ~~(c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.~~

~~6.3 In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other money paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.~~

- ~~6.4 (1) If the title to the property being sold is a cross lease title or a unit title and there are:~~
- ~~(a) in the case of a cross lease title:~~
- ~~(i) alterations to the external dimensions of any leased structure, or~~
- ~~(ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;~~
- ~~(b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);~~
- ~~then the purchaser may requisition the title under clause 6.2 requiring the vendor:~~
- ~~(c) in the case of a cross lease title, to deposit a new plan depicting the buildings or structures and register a new cross lease or cross leases (as the case may be) and any other ancillary dealings in order to convey good title; or~~
- ~~(d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.~~
- ~~(2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.~~

6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:

- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
- (a) from any local or government authority or other statutory body; or
- (b) under the Resource Management Act 1991; or
- (c) from any tenant of the property; or
- (d) from any other party; or

~~(2) given any consent or waiver,~~

which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.

7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

7.3 The vendor warrants and undertakes that at settlement:

~~(1) The chattels included in the sale listed in Schedule 2 and all plants, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure to do so shall only create a right of compensation.~~

~~(2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.~~

(3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

~~(4) Where an allowance has been made by the vendor in the settlement statement for incoming receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.~~

(5) Where the vendor has done or caused or permitted to be done on the property any works:

- (a) any permit, resource consent, or building consent required by law was obtained; and
- (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
- (c) where appropriate, a code compliance certificate was issued for those works.

~~(6) Where under the Building Act, any building on the property sold requires a compliance schedule:~~

- ~~(a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;~~
- ~~(b) the building has a current building warrant of fitness; and~~

~~(c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.~~

~~(7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.~~

(8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:

- (a) from any local or government authority or other statutory body; or
- (b) under the Resource Management Act 1991; or
- (c) from any tenant of the property; or
- (d) from any other party,

has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.

~~7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(c) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:~~

~~(1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;~~

~~(2) the building has a current building warrant of fitness; and~~

~~(3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.~~

7.5 The vendor warrants and undertakes that on or immediately after settlement:

- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
- (2) Any outgoing included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
- (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
- (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

~~8.0 Unit title and cross lease provisions~~

~~Unit titles~~

~~8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.~~

~~8.2 If the property is a unit title, the vendor warrants and undertakes as follows.~~

~~(1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.~~

~~(2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.~~

~~(3) Not less than five working days before the settlement date, the vendor will provide:~~

~~(a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and~~

~~(b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long term maintenance fund, contingency fund or capital improvement fund.~~

~~(4) There are no other amounts owing by the vendor under any provision of the Unit Titles Act.~~

~~(5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.~~

~~(6) No order or declaration has been made by any Court against the body corporate or the vendor under any provision of the Unit Titles Act.~~

~~(7) The vendor has no knowledge or notice of any fact which might result in:~~

~~(a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or~~

~~(b) any proceedings being instituted by or against the body corporate; or~~

~~(c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.~~

~~(8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.~~

~~(9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.~~

~~(10) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:~~

~~(a) the transfer of the whole or any part of the common property;~~

~~(b) the addition of any land to the common property;~~

~~(c) the cancellation of the unit plan;~~

- ~~(d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or~~
- ~~(e) any change to utility interest or ownership interest for any unit on the unit plan, which has not been disclosed in writing to the purchaser.~~
- ~~(11) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.~~
- ~~8.3 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.2(3), then in addition to the purchaser's rights under sections 140 and 150 of the Unit Titles Act, the purchaser may:~~
- ~~(1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or~~
- ~~(2) elect that settlement shall still take place on the settlement date.~~
- ~~8.4 If the property is a unit title, each party specifies that:~~
- ~~(1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act, and~~
- ~~(2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.~~
- ~~8.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 149(F) of the Unit Titles Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to clause 8.8(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of this agreement.~~
- ~~8.6 Unauthorized Structures – Cross Lease and Unit Titles~~
- ~~(1) Where structures (not stated in clause 6.8 to be requisitionable) have been created on the property without:~~
- ~~(a) in the case of a cross lease title, any required lessors' consent; or~~
- ~~(b) in the case of a unit title, any required body corporate consent;~~
- ~~the purchaser may demand within the period expiring on the earlier of:~~
- ~~(i) the tenth working day after the date of this agreement; or~~
- ~~(ii) the settlement date;~~
- ~~that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.~~
- ~~(2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.~~

9.0 Conditions and mortgage terms

- ~~9.1 Finance condition~~
- ~~(1) If the purchaser has identified that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date shown on the front page of this agreement.~~
- ~~(2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.~~
- ~~9.2 Mortgage terms~~
- ~~(1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.~~
- ~~9.3 LIM condition~~
- ~~(1) If the purchaser has indicated on the front page of this agreement that a LIM is required:~~
- ~~(a) that LIM is to be obtained by the purchaser at the purchaser's cost;~~
- ~~(b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and~~
- ~~(c) this agreement is conditional upon the purchaser approving that LIM, provided that such approval must not be unreasonably or arbitrarily withheld.~~
- ~~(2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of clause 9.10(F) shall apply.~~
- ~~(3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.~~
- ~~(4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(F) shall apply.~~

~~(5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.~~

~~9.4 Building report condition~~

~~(1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the fifteenth working day after the date of this agreement a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.~~

~~(2) The report must be prepared in good faith by a suitably qualified building inspector in accordance with accepted principles and methods and it must be in writing.~~

~~(3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.~~

~~(4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.~~

~~(5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.~~

~~9.5 Toxicology report condition~~

~~(1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the fifteenth working day after the date of this agreement a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.~~

~~(2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.~~

~~(3) The report must be prepared in good faith by a suitably qualified inspector using accepted principles and methods and it must be in writing.~~

~~(4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.~~

~~(5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.~~

~~(6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.~~

~~9.6 OIA consent condition~~

~~(1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date shown on the front page of this agreement on terms and conditions that are satisfactory to the purchaser, being reasonable, the purchaser being responsible for payment of the application fee.~~

~~(2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.~~

~~9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date shown on the front page of this agreement.~~

~~9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 30 working days after the date of this agreement, whichever is the sooner.~~

9.9 Resource Management Act condition

(1) If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

9.10 Operation of conditions

If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:

(1) The condition shall be a condition subsequent.

(2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.

(3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.

(4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.

(5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.

(6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

10.0 Claims for compensation

10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.

- 10.2 The provisions of this clause apply if:
- (1) the purchaser (acting reasonably) claims a right to compensation for:
 - (a) a breach of any term of this agreement;
 - (b) a misrepresentation;
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
 - (d) an equitable set-off, or
 - (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under clause 3.12 or clause 3.13; or
 - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
 - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) by the settlement date by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
 - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
 - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
 - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
 - (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.

- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by a person appointed under either clause 10.6 or clause 10.8, that person:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
 - (2) may make an order that one party must meet the reasonable legal costs of the other party.

11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, able, and willing to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the ~~twelfth~~^{fifth} working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of ~~twelve~~^{five} working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, ~~but not exceeding in all 10% of the purchase price, and/or~~
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 - (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.

- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.

13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
- (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
 - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5
- (1) If any of the particulars stated by the purchaser in Schedule 1:
 - (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
 - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
 - (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.

- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement, then the references in clauses 14.3 and 14.4 to “the property” shall be deemed to mean the remainder of the property excluding that part and the references to “the supply under this agreement” shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
 - (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor’s demand until payment).

15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
 - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an “independent trustee” and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee’s act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor’s agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser’s offer or counteroffer on the vendor’s behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent’s charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to the Real Estate Institute of New Zealand Incorporated (REINZ).
- 19.2 This information will be stored on a secure password protected network under REINZ’s control and may include (amongst other things) the sale price and the address of the property, but will not include the parties’ names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.

- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

20.0 COVID-19 / Pandemic Provisions

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
 - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
 - (2) The settlement date will be the later of:
 - (a) the date that is 10 working days after all conditions are satisfied or waived; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
 - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.



FURTHER TERMS OF SALE



SCHEDULE 1**(GST Information – see clause 14.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1 Vendor	
1(a) The vendor's registration number (if already registered): 134-674-	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

SCHEDULE 2

List all chattels included in the sale

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

- | | | | | | | | |
|---------------------------|-----|-----------------------------------|-----|----------------------------------|-----|---------------------------------------|-----|
| Stove | () | Rangehood | () | Wall oven | () | Cooktop | () |
| Dishwasher | () | Kitchen waste disposal | () | Light fittings | () | Smoke detectors | () |
| Security alarm | () | Heated towel rail | () | Heat pump | () | Garage door remote control | () |
| Blinds | () | Curtains | () | Fixed floor coverings | () | | |

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

SCHEDULE 3

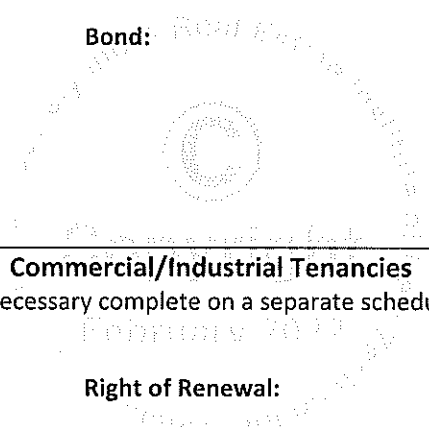
Residential Tenancies

Name of Tenant(s):

Rent:

Term:

Bond:



Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
 - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
 - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- (a) they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- (b) they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

WARNING *(This warning does not form part of this agreement)*

Before signing, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):

Signature of Vendor(s):

 Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply

 Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply

 Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply

 Director / Trustee / Authorised Signatory / Agent / Attorney*
Delete the options that do not apply

*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].

FURTHER TERMS OF SALE – Exciting Habitats Limited – builders’ terms,

21.0 Deposit

21.1 The deposit shall be paid to the Vendor’s solicitor as follows:

- (a) 5% of the purchase price immediately upon execution of the Agreement (time being of the essence).
- (b) a further 5% of the purchase price immediately upon issue of the Resource Consent for the Development (time being of the essence)
- (c) a further 10% of the purchase price immediately upon the date the Purchaser’s solicitor is advised by the Vendor or its solicitor that a search copy (as defined by section 60 of the Land Transfer Act 2017 of the Record of Title to the Property is available and before early access is given and taken pursuant to clause 35 (time being of the essence).

The Parties acknowledge that a deposit of 20% of the purchase price is fair and reasonable in the circumstances, given the inherent risks incurred by the Vendor arising from the granting of early access for construction (clause 35 following).

- (d) If the deposit or any part of the deposit is not paid within two (2) working days of the due date, then the Vendor may cancel this Agreement without notice by serving a notice of cancellation on the Purchaser or the Purchaser’s solicitor.

21.2 The deposit shall be paid to the Vendor’s solicitors Castle Brown, Solicitors of Auckland and placed on interest bearing deposit in the trust account of Castle Brown, Solicitors, Auckland (reference: Lot xxxx Scott) who shall hold the deposits as stakeholder until one of the following events occurs:

- (a) settlement is effected; or
- (b) settlement is overdue solely by reason of default by the purchaser; or
- (c) this agreement is validly cancelled by a party.

A copy of Castle Brown’s trust account deposit slip is attached.

21.3 The Stakeholder will not be liable to any party by reason of any delay in investing the deposit or any part of the deposit or any failure of the bank, or any cost deducted by the bank for handling the deposit or any interest thereon.

22.0 Title

22.1 The Purchaser acknowledges that a separate record of title for the property has not yet issued.

22.2 The Vendor shall as soon as practicable after the issue of all consents required to obtain a separate Certificate of Title for the property and at the vendor’s cost carry out all works (including development works) necessary to subdivide the Vendor’s land comprised in Lot 3 DP89750, being RT NA 46D/810 (“the Development”). The Vendor will also use its best endeavours to have the Plan of Subdivision deposited at LINZ as soon as reasonable practicable to create a separate computer freehold register for the property.

22.3 The purchaser acknowledges that the attached Boundary Consultants Resource Consent Plan (“the Plan”) is a preliminary plan subject to approval by the Territorial Authority, LINZ and other regulatory authorities and if required by them or considered reasonably necessary or desirable by the Vendor then the plan may be amended by the Vendor.

23.0 Encumbrances, Easements and Land Covenants

23.1 The property is sold subject to any building line and/or height restriction and easement shown on the Plan and on the covenants attached as Schedule A, all existing encumbrances, restrictions, easements and drainage rights and to any further encumbrances, restrictions, easement or drainage rights that may be required by the Vendor, the terms of the Consent or any other statutory body in relation to or in respect of the subdivision and the Purchaser agrees to purchase the property and to take title subject to all such encumbrances, restrictions, easements and drainage rights.

23.2 The Purchaser acknowledges that the Lots on the Plan will be subject to land covenants applicable to and for the benefit of Lots in the subdivision as the Vendor stipulates.

23.3 The Vendor will create land covenants so as to run with the property and to bind the Purchasers and all subsequent registered proprietors. The Vendor may make the covenants appurtenant only to any one or more of the said lots as the Vendor shall decide and notwithstanding this, the Purchaser shall not be entitled to require the Vendor to make the covenants of any other Purchaser appurtenant to the property or to call upon the Vendor to enforce the covenants against any other Purchaser. The land covenants shall generally be in the form attached as Schedule A. However, the Vendor reserves the right to make amendments and adjustments to the covenants as it deems necessary or desirable.

23.4 The Purchaser acknowledges that the Lots on the Plan will be subject to any consent notice to be issued by Auckland Council. The Purchaser shall not be entitled to object or requisition in respect of any matters contained in any said consent notice or notices.

24.0 Measurements

24.1 All measurements and areas shown on the Plan are or may be approximations and are subject to any variation which may be found necessary upon checking by the relevant authority, the Vendor’s surveyor and Land Information New Zealand and neither the Vendor nor the Purchaser will be entitled to bring a claim whatsoever against the other based on any such variation of measurements, nor will either party be entitled to claim any compensation, damages, set off or make any objection or requisition based on such variation except where the area of the property as indicated on the Plan and the final measured area of the property (both being calculated in accordance with the same method of measurement and by a registered surveyor) differ by more than 5%.

24.2 In the event that the final measured area is less than 95% of the area of the property indicated on the Plan the purchase price shall be reduced by an amount calculated by multiplying the difference between the actual area of the property and the 95% of the area of the property (as indicated on the Plan) with the rate per square metre payable in terms of this agreement. By way of example only if the actual area of the property is 90% of the area indicated on the Plan the purchase price will be reduce for 5% of the area multiplied by the rate per square metre.

24.3 In the event that the final measured area is more than 105% of the area of the property indicated on the Plan the purchase price shall be increased by an amount calculated by multiplying the difference between the actual area of the property and the 105% of the area of the property (as indicated on the Plan) with the rate per square metre payable in terms of this agreement. By way of example only if

the actual area of the property is 110% of the area indicated on the Plan the purchase price will increase for 5% of the area multiplied by the rate per square metre.

25.0 Time for Completion

25.1 The Vendor gives no warranty to the Purchaser as to when the plan will be deposited with LINZ, nor as to when the Purchaser will be able to register a transfer instrument of the property to the Purchaser. The Purchaser acknowledges that time shall not be of the essence in regards to the issue of separate computer freehold registers.

26.0 Settlement Date

26.1 The Settlement date is the date being six (6) months following the date the Purchaser's solicitor is advised by the Vendor or its solicitor that a search copy (as defined by section 60 of the Land Transfer Act 2017) of the Record of Title to the Property is available.

26.2 Should the Vendor or the Vendor's solicitor not be in a position to advise the Purchaser's solicitor that a search copy (as defined by section 60 of the Land Transfer Act 2017) of the Record of Title to the property is available by 28 May 2024 then either party may cancel the agreement by giving written notice to the other party notifying them that the Agreement is now terminated. Provided however that in the event that the Vendor has submitted the survey plan for approval to LINZ, the vendor may, at its sole discretion, prior to 28 May 2024, notify the Purchaser that the time for satisfaction of this condition has been extended for up to a further six (6) months. If the Purchaser has not issued a notice of cancellation under this clause on or before the date seven (7) working days after and exclusive of the relevant date (time being of the essence), the Purchaser's right of cancellation be deemed to have been waived by the Purchaser.

27.0 No Caveat and No Warranty

27.1 The Purchaser will not at any time prior to the date of possession lodge any caveat pursuant to the provisions of the Land Transfer Act 1952 against the title to the land of which the property forms part. In the event of the Purchaser so doing the Purchaser hereby irrevocably appoints the vendor's representative Colin William Girven of Auckland, Solicitor or his nominee to be the purchaser's true and lawful attorney to make, execute and register in the name of the Purchaser and on the Purchaser's behalf all consents, notices, withdrawals, documents, papers and to do any other act or thing which the vendor deems necessary or expedient to have such caveat removed from the said title or otherwise complete the subdivision. The Purchaser hereby agrees that the production of this agreement to the District Land Registrar shall be sufficient evidence of the appointment of the Vendor's representative as the attorney of the Purchaser for any such purpose.

27.2 Notwithstanding clause 27.1 above, the Purchaser shall immediately withdraw any caveat lodged by the Purchaser against the title to the land of which the property forms part upon being requested in writing to do so by the Vendor.

27.3 Should the Purchaser lodge a caveat against the title to the land of which the property forms part, the Purchaser shall be liable for all costs incurred by the Vendor in connection with the removal of the caveat and all costs and expenses incurred directly or indirectly by any consequent delay in deposit of the plan or completion of a settlement of a Lot or any Lots in the Vendor's subdivision of which the property forms part.

27.4 Without prejudice to the Purchaser's obligations to clauses 27.1, 27.2 and 27.3 above, should the purchaser lodge a caveat against the title to the land of which the property forms part, the Vendor

may at the vendor's sole option elect to cancel this Agreement by notice in writing to the Purchaser and in such event all monies paid by the Purchaser to the Vendor will be forfeited to the Vendor.

27.5 The Purchaser acknowledges that he/she has inspected the property and that he/she purchases the same solely in reliance upon his/her own judgment and not upon any representation or warranty made by the Vendor or agent of the Vendor.

28.0 Watercare Infrastructure Growth Charge

28.1 The Purchaser acknowledges and agrees that they will be responsible for the Watercare Infrastructure Growth Charge and/or any other Watercare connection charges.

29.0 Accruals Clause

29.1 For the purposes of the financial arrangements rules of the Income Tax Act 2007, the parties agree that:

- (a) the purchase price (plus GST, if any), adjusted in accordance with any provision of this Agreement, is the lowest price (within the meaning of section EW 32(3) of the Income Tax Act 2007) that they would have agreed for the sale and purchase of the property ("Lowest price"), on the date that this Agreement was entered into, if payment would have been required in full at the time the first right in the contracted property (being the Property) was transferred;
- (b) the Lowest Price is the value of the Property; and
- (c) they will compute their taxable income for the relevant period on the basis that the purchase price includes no capitalised interest and they will file their tax returns accordingly.

30.0 Conditions

30.1 This Agreement is conditional on the Vendor confirming that the Development is financially viable and on the Vendor obtaining a Resource Consent for the Development ("the Resource Consent") and finance on terms and conditions satisfactory to the Vendor in all respects and in its sole discretion by 30 September 2022. This clause is inserted for the sole benefit of the Vendor.

31.0 Guarantee of Purchaser's Obligations

31.1 Where the Purchaser is an entity other than a natural person, the natural person or persons signing this Agreement on behalf of the Purchaser ("the person or persons"), in consideration of the Vendor entering into this Agreement at the request of the Purchaser, unconditionally and irrevocably guarantee to the Vendor the due and punctual performance of all the obligations of the Purchaser under this Agreement. The liability of the person or persons under this guarantee constitutes a principal obligation of that person or persons and that liability is not relieved or in any way affected in a manner prejudicial to the Vendor by any granting of time, waiver or forbearance to sue by the Vendor or by any other act, omission, matter, circumstance or thing whereby the guarantor as a surety only would, but for the provisions of this clause, have been released from liability.

31.2 Where the Purchaser is the sole trustee of a Trust and signing the Agreement on behalf of that Trust and the sole trustee is a limited liability trustee of that Trust pursuant to clause 16 of this Agreement, then either:

- (a) the natural person or persons signing this Agreement on behalf of the Purchaser, or
- (b) The person named as Guarantor in this Agreement

shall guarantee the Purchaser's obligations in accordance with clause 31.1 above, notwithstanding the provisions of clause 16 hereof.

The Vendor shall be entitled to request satisfactory evidence of the status of the trustee Purchasers and if the satisfactory evidence is not provided to the Vendor within 5 working days of being requested, the Purchaser shall be deemed to be in default of this Agreement.

31.3 The person or persons indemnify the Vendor from and against any loss, claim, demand, cost, action or proceeding whatsoever which the Vendor may incur or suffer resulting from default by the Purchaser in compliance with any of the obligations of the Purchaser under this Agreement.

31.4 No release, delay or other indulgence given by the Vendor to the Purchaser or other alteration in the terms of this Agreement or any other thing by which the person or persons would have been released if the person or persons had been a surety only will release, prejudice or affect the liability of the guarantor as guarantor or indemnifier.

31.5 The person or persons acknowledge that they have signed this agreement both in their capacity as properly authorized parties of the Purchaser and in a personal capacity as a guarantor.

32.0 Purchaser Warranty

32.1 The Purchaser warrants that they are a New Zealand citizen or Permanent Resident.

33.0 Assignment and Restriction on Resale

33.1 The Purchaser shall not, sell, assign, nominate, transfer, mortgage or otherwise dispose of or alienate the benefit of this Agreement, without first obtaining the prior written consent of the Vendor, which consent may be given or withheld by the Vendor at its sole discretion.

33.2 If the Vendor consents to the sale, assignment, nomination, transfer, mortgage, disposal of, or alienation of, the Purchase's interest in the property or any of the Purchaser's rights or interests in or under this Agreement by the Purchaser, and subject to any other conditions of consent specified by the Vendor, the Purchaser shall procure the execution of a deed in the Vendor's standard form, pursuant to which the assignee, transferee or disposee covenants with the Vendor that the assignee, transferee or disposee is bound by the provisions contained or implied in this Agreement and on the part of the Purchaser to be observed and performed provided however that the Purchaser executing this Agreement shall at all times remain liable for all obligations on the part of the Purchaser hereunder. The Purchaser shall bear all reasonable costs of the Vendor and the Vendor's solicitors in relation to these matters.

33.3 The Purchaser must not advertise the Unit as available for sale by any means whatsoever without first obtaining the prior written consent of the Vendor. The Purchaser acknowledges that any such advertisement may jeopardise the sales programme of the Vendor and as a result it likely to cause loss to the Vendor.

33.4 The Vendor shall be free to assign, transfer or otherwise dispose of or alienate the benefit of this Agreement to a third party on such terms and conditions as it thinks fit provided such assignee, transferee or donee agrees to be bound by the obligations on the part of the Vendor pursuant to this Agreement.

34.0 Nature of the Development

34.1 The Purchase acknowledges:

- (a) the Development is part of the Scott Road Precinct Plan which is part of the Auckland Council ("the Council") plans for the development of the Land and surrounding areas pursuant to the Council's Unitary Plan.
- (b) Development of lots within the Development (including the property) must be in accordance with the Urban Design Statement & Framework Plan prepared by Holistic Urban Environment Limited on behalf of the Vendor, the Resource Consent or any new resource consent or variation of the Resource Consent pursuant to section 127 of the Resource Management Act 1991 (or any act passed in substitution) obtained by the Vendor.

35.0 Builder's Terms – Early Access for Construction

35.1 Upon the Purchaser's solicitor being advised by the Vendor or its solicitor that a search copy (as defined by section 60 of the Land Transfer Act 2017) of the Record of Title to the Property is available, the Purchaser shall be entitled to physical possession (not legal possession) of the Property ("the Physical Possession Date") and proceed with the construction of a dwelling house on the Property at the Purchaser's cost in all things provided that the Vendor shall continue to have the right to enter upon the Property for the purpose of inspecting the progress of the Purchaser's construction works and to confirm the construction works comply with the land covenants (see Schedule B). As from the Physical Possession Date and until the Settlement Date or the amended settlement date (see clause 36.1 following) as the case may be, the Purchaser shall be regarded as a Licensee who has a licence to occupy, revocable at will by the Vendor, and to conduct construction work on the Property ("the Licence").

35.2 Further Access by Vendor When Early Access is Taken by Purchaser

The Vendor, the Vendor's surveyors, agents, consultants, engineers, contractors, sub-contractors, employees or any of them shall have the right to enter the Property at all times with such plant, machinery, vehicles and equipment and to do such work as shall in the opinion of the Vendor be necessary or desirable to complete the Development. Without limiting the generality of the foregoing the Vendor's right shall include the right to:

- (a) prior to settlement to erect, install and construct any utilities and services including light standards and to install on the Property and any part of the Vendor's Land any transformer junction box or other installation necessary or desirable for the reticulated utilities and services;
- (b) prior to settlement to carry out any other act, matter, work or thing that may in the sole discretion of the Vendor be necessary or desirable or to complete the Development in accordance with all regulatory requirements;
- (c) at any time prior to or following settlement enter onto the Property to complete or maintain any landscaping, planting or other requirements of the resource consent issued by any Relevant Authority.

35.3 The Purchaser shall be responsible for payment of all outgoings for the Property from the Physical Possession Date to the Settlement Date or the amended settlement date (as the case may be). All outgoings shall be apportioned from the Physical Possession Date on Settlement.

- 35.4 The Purchaser shall not commence any construction work for a dwelling on the Property before the building consent for the dwelling is obtained.
- 35.5 The Purchaser undertakes that all building works will be fully insured before any works to the Property commence.
- 35.6 All construction works carried out on the Property shall comply in all respects with the land covenants (see Schedule A).
- 35.7 All damage to improvements in the Development outside of the Property caused by the Purchaser, its agents, employees, contractors or invitees including but not limited to footpaths, roads, street lamps or the rain gardens ("the damage") must be repaired to the Vendor's reasonable satisfaction by the Purchaser at the Purchaser's expense in all things prior to settlement. Failure of the Purchaser to do so shall entitle the Vendor to estimate the reasonable cost of rectification of the damage and to add such sum to the purchase price.
- 35.8 If the Purchaser is unable to settle the purchase in accordance with the provisions of this Agreement, the Vendor shall be entitled to revoke the Licence by notice in writing ("the Revocation Notice") to the Purchaser and/or its solicitor. Upon receipt of the Revocation Notice of the Licence:
- 35.8.1 the Licence shall immediately (time being of the essence) be at an end and the Purchaser must immediately (time being of the essence) vacate the Property;
 - 35.8.2 the ownership of all the improvements made to the Property (except the Purchaser's personal belongings) shall be deemed to immediately be vested in the Vendor for the consideration of one dollar (receipt of which is hereby acknowledged) and no other compensation shall be payable to the Purchaser for the Purchaser's improvements under any circumstances; except as provided in clause 35.8 herein; and
 - 35.8.3 the Purchaser shall within 7 days from the date of the Revocation Notice ("Removal Period") remove his/her personal belongings from the Property. If the Purchaser does not remove his/her personal belongings from the Property within the Removal Period, the Purchaser shall be responsible for, and shall indemnify the Vendor against, all costs incurred by the Vendor for having to remove the Purchaser's personal belongings from the Property.
- 35.9 If on the date of the Revocation Notice, the Purchaser has obtained a Code Compliance Certificate for the dwelling constructed on the Property, the Vendor agrees that upon revocation of the Licence, the Vendor will put the Property on the market and on settlement of such sale, the Vendor will, after retaining a sum equivalent to the balance of the purchase price payable by the Purchaser under this contract, penalty interest and all costs incurred by the Vendor to facilitate the sale including but not limited to agent's commission, Vendor's solicitor's costs and all marketing expenses, pay the residue sale proceeds to the Purchaser's nominated bank account. The Vendor shall have absolute and unfettered discretion in determining the selling price of the Property.
- 36.0 Extension of Settlement Date**
- 36.1 The Purchaser may request an extension to the Settlement Date for a further 3 months from the Settlement Date as it is defined in Clause 26.1 ("the Amended Settlement Date") which the Vendor at its sole discretion may consent to **PROVIDED THAT**, if an extension is granted by the Vendor, the Purchaser shall continue to pay interest at the rate of 12% per annum on a daily basis on the unpaid balance of the purchase price from the Settlement Date (as it is defined in clause 26.1) until the Amended Settlement Date, such interest to be paid to the Vendor on the Amended Settlement Date.

37.0 Special conditions prevail

37.1 Where there is any conflict in the interpretation or application of these special conditions with the general conditions of sale then the relevant special condition appearing in these special conditions shall prevail

38.0 Entire Agreement

38.1 This Agreement constitutes the entire agreement between the parties and no earlier representation, warranty or agreement in relation to any matter dealt with in this Agreement has any force or effect from the date of this Agreement.

SCHEDULE B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

EXCITING HABITATS LIMITED

Grantee

EXCITING HABITATS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	See Annexure Schedule A First Schedule	See Annexure Schedule A First Schedule	See Annexure Schedule A First Schedule

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

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

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

~~The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:~~

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule]~~

Covenant provisions

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

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule A]~~

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

BACKGROUND

- A. The Grantor is the registered proprietor of the Covenanting Lots and the Benefiting Lots.
- B. The Covenanting Lots and the Benefiting Lots are part of a high quality residential development ("Development"). The Development consists of a number of lots to be held in separate titles.
- C. The Grantor has agreed to create the covenants as set out herein in favour of the Grantee in order to ensure that the character of the Development as a high quality residential development is maintained, preserved and enhanced.

COVENANTS

1.0 Definitions

In this instrument, the following definitions shall apply, unless the context otherwise requires:

Access Way means any land in the Development which is currently or subsequently defined as a legal access way on any registered instrument

Benefitting Lots means any one of the lots (inclusive) on Deposited Plan or any of them, and any lots into which those lots are further subdivided;

Boarding house means a dwelling in which board or lodging is provided for reward or payment for three or more boarders or lodgers;

Covenanting Lots means any one of lots (inclusive) on Deposited Plan or any of them, and any lots into which those lots are further subdivided;

Developer means Exciting Habitats Limited (8224852) but where Exciting Habitats Limited has been dissolved, wound up, deregistered or otherwise passed out of existence any approval or consent required from Exciting Habitats Limited shall mean approval or consent by any party previously appointed and/or nominated in writing by Exciting Habitats Limited for this purpose.

Development means the development on the land formerly comprised in RT NA 46D/810 and includes the Land

Erect means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed

Grantee means the registered proprietor from time to time of the Benefiting Lots

Grantor means the registered proprietor of the Covenanting Lots and includes the agents, employees, contractors, tenants, licensees and other invitees of the grantor.

Lots means lots on Deposited Plan

Practical Completion means that a dwelling house is substantially complete so that it is capable of being occupied.

Relevant Authority means the local or regional authorities with jurisdiction over the Development

Satellite dishes means any satellite dish or other communication dish, device, antenna or aerial

2. Agreement

- 2.1 The Grantor, for itself so as to bind the Covenanting Lots in the First Schedule ("Covenanting Lots" and each one of them a "Covenanting Lot"), covenants and agrees with the Grantee (for the benefit of the Grantee and the registered proprietor from time to time of the Benefiting Lots) that the Grantor shall always observe and perform all of the covenants set out in Clause 3.0 of this instrument until the 31 March 2050 at which time the covenants shall cease to apply to the end and intent that each of the covenants shall enure for the benefit of the registered proprietor from time to time of the Benefiting Lots until the 31 March 2050.
- 2.2 The covenants in this instrument shall be enforceable by the Grantee (and the Grantee's assigns, transferees or successors) against the Grantor as owner of the Covenanting Lots and his, her or its successors in title, transferees, assigns and occupiers for the time being of the Covenanting Lots.
- 2.3 No delay or failure by the Grantee to enforce performance of any covenants set out in this instrument and no indulgence granted to the Grantor by the Grantee shall prejudice the right of the Grantee to enforce any of the covenants or provisions of this instrument.
- 2.4 The Grantor shall bear any costs (including solicitor client costs) which may be incurred by the Grantee as a result of any default by the Grantor under this instrument.
- 2.5 The Grantee shall not be required to nor obliged to enforce all or any of the covenants and the Grantor shall be liable only in respect of breaches of the covenants which occur while the Grantor is registered as proprietor of the Covenanting Lot.
- 2.6 If there is any breach or non-observance of the covenants set out in this Instrument then the Grantor must (without prejudice to any other liability the Grantor may have to any person having the benefit of the covenants immediately upon receipt of written notice by the Grantee):
- (a) remove or cause to be removed from the Covenanting Lot any dwelling house, garage, carport, building or other structure (or any part of it) erected or placed on the Covenanting Lot in breach or non-observance of the covenants;
 - (b) replace any building materials used in breach or non-observance of the covenants;
 - (c) cease any activity in breach or non-observance of the covenants;
 - (d) otherwise remedy any breach or non-observance of the covenants.

3.0 The Grantor shall:

- 3.1 Not commence any construction, development, earthworks or fill on any Covenanting Lot without having first obtained the written approval of the Developer to the plans and specifications and the exterior design and appearance of the proposed building and any proposed earthworks or fill and once approval is obtained, not make any change to the plans and specifications or the exterior design and appearance of the proposed building or proposed earthworks or fill. *Note that this clause shall only apply to Lots 25 to 33 and 39 of the Development.*

- 3.2 Not use or permit any Covenanting Lot to be used for any trading or commercial purposes except for the display of the land and buildings for resale purposes or show home display.
- 3.3 The Grantor must not use any part of the Covenanting Lots or permit the same to be used as a Boarding house.
- 3.4 Not Erect or place or permit to be Erected or placed on any Covenanting Lot anything other than one dwelling house having closed in habitable living space (exclusive of carport or garage) with a floor area of at least 150m² and in all cases which must also have attached, closed in double car garaging or such other garaging or ancillary building that is approved in writing by the Developer at its discretion provided that The Developer, in its absolute discretion, may waive the minimum floor area requirement for a dwelling house as it deems necessary or desirable provided that the dwelling house will not detract from the overall nature of the Development and that the dwelling house is otherwise in accordance with the other land covenants. *Note that this clause shall only apply to Lots 25 to 33 and 39 of the Development.*
- 3.5 Not allow the duration of any building construction works on any Covenanting Lot to extend beyond the period of 18 months from the date of commencement of such works.
- 3.6 Be entirely responsible to obtain their own resource and building consents in respect of the dwelling house to comply with any such consents in all respects as required.
- 3.7 A Grantor must not allow to be kept on the Covenanting Lot:
- (a) Any animals likely to cause a nuisance or disturbance to the Grantees including but not limited to beehives and poultry;
 - (b) More than two dogs and two cats of a greater age than three months; and
 - (c) Will adequately fence the Covenanting Lot so as to not allow any animals to wander outside of the Covenanting Lot onto any Benefitting Lot.
- 3.8 Not use or permit or suffer to be used on any building on any Covenanting Lot any building material other than brick, stone, concrete block, insulclad, masonry, stucco, solid plaster, linea weatherboard or approved timber weatherboard for any outer wall facing except with the written consent of the Developer which may be withheld at its discretion. *Note that this clause shall only apply to Lots 25 to 33 and 39 of the Development.*
- 3.9 Not to use or permit or suffer to be used on any building on any Covenanting Lot with an external wall any cladding (except for soffits and/or in association with Textured finishes) of unrelieved flat sheet fibrolite, Hardiflex, galvanised steel, plywood sheeting, Hardiplank or similar materials. *Note that this clause shall only apply to Lots 25 to 33 and 39 of the Development.*
- 3.10 Not use or permit or suffer to be used any second-hand materials on any building on any Covenanting Lot nor use any corrugated iron roofing or corrugated iron or zincalume of any description on the exterior of the building except with the written consent of the Developer which may be withheld at its discretion.
- 3.11 Not use or place or permit to be erected, transported or placed on any Covenanting Lot any second-hand home of any type or description.
- 3.12 Not erect or bring on to or allow to remain on any Covenanting Lot (except during the time of construction of the dwelling house) or on any road of the Development any temporary building, container, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or adequately screened so as not to be highly visible from the road and neighbouring properties so as to preserve the amenities of the development and also to prevent noise likely to cause offence to residents in the subdivision provided however that the Grantor may erect one garden shed having a maximum floor area of 10m² which is clad in materials approved by the Developer and erected in a location approved by the Developer which approvals may be withheld at the Developer's absolute discretion.

- 3.13 Not cause or allow any recreational or commercial vehicles with a gross vehicle mass of more than 3,500 kilogrammes to be regularly located either on the street or footpath nor on that area between the front boundary of any Covenanting Lot and the dwelling unless screened so as not to be highly visible from the road or any access lot. No caravan or motorhome shall be placed on any Covenanting Lot to be used for residential use other than for short term occupation of visitors.
- 3.14 Not allow any grass or weeds on any Covenanting Lot to grow to a height greater than 150mm and if the Grantor defaults in so doing, The Developer may take whatever action it considers necessary to remedy the default at the expense of the Grantor and if the Grantor fails to pay The Developer upon demand for all costs (including solicitor client costs) so incurred the Developer may recover the cost thereof from the Grantor as liquidated damages in any Court of competent jurisdiction.
- 3.15 Ensure that all driveways, paths and fences on a Covenanting Lot are completed in permanent materials and all unpaved areas are properly grassed or landscaped within three calendar months following practical completion of a dwelling house on such Covenanting Lot.
- 3.16 Not to construct a vehicle crossing and driveway unless they are completed to the Territorial Authority's Standard and specifications prior to occupation of the residence and unless they are in sympathy with the Development. *Note that this clause shall only apply to Lots 25 to 33 and 39 of the Development.*
- 3.17 Not allow any Covenanting Lot to remain unlandscaped without lawns and shrubs for a period greater than three calendar months following practical completion of a dwelling house on such Covenanting Lot.
- 3.18 Not undertake any construction works on the Covenanting Lot without at all times complying with the following conditions and restrictions:
- (a) To keep the Covenanting Lot in a tidy orderly and safe condition throughout the construction period.
 - (b) Maintain the Covenanting Lot at all times during the course of construction free from rubbish and excessive vegetation.
 - (c) Not store or dump any construction materials or debris on any adjoining lot or cross any adjoining lot for goods or vehicle access unless consent has been granted by the Developer in writing and by the adjoining lot owner in writing.
 - (d) Not allow major site works to commence unless a vehicle crossing and access drive for construction vehicles has been formed in metal aggregate or an alternative material as the Developer may approve at its discretion.
 - (e) Not allow rubbish to be placed or escape onto adjoining or nearby lots or roads.
 - (f) Not deposit or allow any dirt, gravel, clay, silt or other substance to be left on any road in the vicinity of the Covenanting Lot or to enter the rain gardens.
 - (g) To contain on the lot any silt generated during the construction of the dwelling house.
 - (h) Not to damage or remove any street trees planted by the Developer on or adjacent to the Covenanting Lot. The Grantor will be responsible for any damage caused to the trees by themselves or their contractors, employees or any other invitee.
- 3.19 Not cause by itself or by its guests, residents, invitees or contractors any damage to improvements within the Development outside of the Covenanting Lot including but not limited to footpaths, roads, streetlamps or the rain gardens and any such damage must be rectified immediately by the Grantor at its expense in all things.

- 3.20 Not construct erect or place or permit to be constructed, erected or placed any water storage tank on the Covenanting Lot unless it is either:
- t
- (a) buried; or
 - (b) screened by fencing and/or planting to the satisfaction of the Developer in its sole and unfettered discretion.
- 3.21 Not erect or place or permit to be erected or placed on any Covenanting Lot any clothes line in the front yard of that Covenanting Lot that is substantially visible from the road. As a guide clothes lines or service courts should be adequately screened by sufficient planting and/or fencing to ensure they are not entirely visible from other Covenanting Lots, access lots or public areas.
- 3.22 Ensure that the final colours of the exterior cladding and roof of the dwelling house on the Covenanting Lot shall be neutral, earthy or muted tones sympathetic with the surrounding environment. Very vibrant colours including but not limited to yellow, orange or bright blue will not generally be approved. *Note that this clause shall only apply to Lots 25 to 33 and 39 of the Development.*
- 3.23 Not allow to remain on any walls, fence, structure or building on the Covenanting Lot any graffiti or similar disfiguring for more than five working days from the date that such graffiti or disfiguring occurred.
- 3.24 Locate any attachments to the dwelling house and buildings on the Covenanting Lot (including but not necessarily limited to television antenna and satellite dishes) so they are not highly visible from the road or any common access lot.
- 3.25 Not to use or occupy any building as a residence until such time as construction has been completed and all the exterior sheeting and finishing including exterior painting has been completed.
- 3.26 Not to allow rubbish, junk, car bodies, litter or other similar unsightly items to accumulate or be placed upon the Covenanting Lot or otherwise allow the Covenanting Lot to become unsightly.
- 3.27 The Grantor may not subdivide the Covenanting Lot without the prior written consent of the Developer which will be granted entirely at the sole discretion of the Developer who shall not be obliged to give any reasons for refusing to grant consent. Further the Purchaser will require a resource consent to be granted by the Auckland Council at the cost of the Purchaser; and the development must comply in all respects with the general terms of the building enhancement covenant but entirely at the sole discretion of the Developer.
- 3.28 The Grantor must not park or permit guests, residents, invitees or contractors to park any vehicle on any road reserve, access way or front courtyard within the Development apart from on a properly constructed driveway or parking bay.
- 30.29. In the development of any Covenanting Lot and in the construction of any dwelling house or building thereon, undertake such development and construction in accordance with the architectural plans by Walker Residential Architects Limited and with the landscaping plans by Landscape Architects Simon Ferrick Limited, subject to clause 30.30 below (note that this clause shall not apply to Lots 25 to 33 and 39 of the Development).
- 30.30 In the event of the Grantor seeking to apply for a variation to the Developer's resource consent or for a new resource consent for the development of a Covenanting Lot, apply for any such variation or new resource consent:
- (a) in accordance with the architectural plans by Walker Residential Architects Limited and with the landscaping plans by Landscape Architects Simon Ferrick Limited (note that this sub clause 30.30(a) shall not apply to Lots 25 to 33 and 39 of the Development); and

- (b) in any case, always subject to the written approval of the Developer in all things and at the Developer's sole discretion such written approval to be obtained prior to the Grantor applying for the variation to, or the new, resource consent.

4.0 Fencing

- 4.1 The Developer shall not be required nor shall it be called upon to repair or contribute towards the cost of erection or repair of any dividing or boundary fence between any of the Lots and any contiguous land owned by the Developer, but this proviso shall not enure for the benefit of any subsequent registered proprietor of such contiguous land.

5.0 Developer's Rights

- 5.1 The Developer may in its absolute discretion grant to any person a dispensation in respect of any of these covenants. For clarity, a Grantor will not be liable for any breach of these covenants where the Grantor has obtained written dispensation from the Developer pursuant to this clause. For the avoidance of doubt, dispensation granted by the Developer for a particular act relates solely to that act at the time and not to any future acts where the Developer's approval is required.
- 5.2 The Developer may assign or delegate its rights, powers and discretions set out in these covenants.
- 5.3 The Developer's right to grant or decline any request for approval under these covenants is an unfettered right and does not allow any person to challenge for any reason the giving or the declining of any such approval. For the avoidance of doubt, no person will have any claim against the Developer in respect of any decision that the Developer makes in respect of any approval sought.
- 5.4 The Developer is under no obligation or liability to enforce these covenants.

6. Indemnity and Consequences of Breach

- 6.1 The Grantor covenants with the Grantee that it will at all times save harmless and keep indemnified the Grantee from all proceedings, costs (including solicitor client costs), claims and demands in respect of breaches by the Grantor of the covenants on its part contained or implied herein, and also the enforcement of such covenants by the Grantee.
- 6.2 The Grantor acknowledges that the value of the Benefiting Lot will be affected by any non-compliance with or breach of any of the covenants contained or implied herein and the Grantor covenants for the benefit of the Benefiting Lot and of each registered proprietor of the Benefiting Lot from time to time that should the Grantor fail to comply with, observe, perform or complete any of the covenants contained or implied herein then without prejudice to any other liability the Grantor may have to the Grantee (which includes any other person or body having the benefit of such covenants) the Grantor shall:
 - (a) immediately permanently remove or cause to be permanently removed from the Lot upon which the breach or failure has occurred any offending improvements or structure or other cause of any breach or non-observance of such covenants; and otherwise forthwith remedy the breach or non-observance thereof; and
 - (b) if the breach or failure is not remedied within 60 days of the date of notice of such breach or failure then the Grantee (together with its agents, employees or contractors) shall be entitled to enter onto the Covenanting Lot to arrange for rectification of the Grantor's breach or failure at the cost of the Grantor.
 - (c) If the breach or failure is not remedied within 60 days from the date of notice of such breach or failure then the Grantor shall:

- (i) immediately upon receipt of a written demand for payment from the Grantee or the Grantee's solicitors pay to the Grantee as liquidated damages the sum of one thousand dollars (\$1,000.00) per day for each day the default continues unremedied, such liquidated damages to be limited to a maximum value of \$250,000.00;
- (ii) pay on demand the Grantee's costs incurred in respect of the default and any enforcement or attempted enforcement of the Grantee's rights such costs to include but not be limited to legal costs on a solicitor client basis; and
- (iii) pay interest at the rate of 15% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until the date it is finally received by the Grantee; provided that
 - (a) except for those defaults notified to the Owner when it is a registered proprietor, the Owner shall only be liable while the Owner is a registered proprietor of the Property;
 - (b) if a default is completely and finally remedied within 60 days' notice in writing requiring the removal or remedy of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants (time being of the essence) the sum payable under clause 6.2(c)(i) shall abate to \$1.00 per day provided that this abatement shall not apply in respect of any subsequent default of a similar nature.

7.0 Disputes

In the event of a dispute arising between the Covenanting Lot and the Benefitting Lot in relation to the operation of this covenant:

- (a)
 - (i) Any owner of a Covenanting Lot or Benefitting Lot may give written notice to the other parties to the dispute of its intention to refer the dispute to mediation.
 - (ii) Upon receipt of notice in accordance with clause (i) above the parties shall endeavour to agree on a mediator and will submit the matter in dispute to the mediator who shall be responsible for establishing any procedure they see fit to resolve the dispute.
 - (iii) In the absence of an alternative agreement, the parties will bear their own costs in the mediation and shall each pay half the costs of the mediator.
- (b) Where:
 - (i) The parties have been unable to agree upon a mediator within seven (7) days of a referral to mediation; or
 - (ii) No agreement has been reached in mediation within two months of the service of the notice of mediation, or within any further time as the parties may agree,

then the matter in dispute may be referred to arbitration upon the service of a notice of intention to commence arbitration and the arbitration will be governed by the Arbitration Act 1996 except to the extent modified by this Instrument.

The arbitration will be by a single arbitrator. If the parties cannot agree upon an arbitrator within seven days of the notice of intention to commence arbitration, either party may request the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated to appoint a sole arbitrator.

8.0 General

- 8.1 The covenants set out in clauses 3.1 to 3.30 of this Instrument shall run with each Covenanting Lot set out in the First Schedule for the benefit of all the Benefiting Lots described in the First Schedule TO THE INTENT that the Grantor and Grantee shall continue to be bound until the earlier of the 31 March 2050 or the date upon which they respectively cease to hold a fee simple estate in a Covenanting Lot as the case may be but without prejudice to any liability for any breach of covenant under this Instrument arising before such date.

GUARANTEE SCHEDULE

(required, (pursuant to clause ~~30.2~~^{31.2}(b) where the Purchaser is a company or a trust)

Name/s of Guarantor/s: _____

Signature/s of Guarantor/s: _____

In consideration of the Vendor entering into this Agreement at the request of the party/ies named above, the Guarantor/s:

- 1 guarantees the payment of all monies to be paid by the Purchaser under this Agreement, and the performance of the Purchaser's obligations both at the time and in the manner required,
- 2 indemnifies the Vendor against any loss the Vendor might suffer should the Agreement be lawfully disclaimed by any liquidator or receiver on behalf of the Purchaser,
- 3 covenant as between the Guarantor/s and the Vendor that the Guarantor/s may for all purposes be treated as the Purchaser and the Vendor shall be under no obligation to take proceedings against the Purchaser before taking proceedings against the Guarantor/s.
- 4 covenant that this Guarantee shall bind all persons as Guarantor both jointly and severally.



Residential Land Statement

Section 51A of the Overseas Investment Act 2005

Please complete Part 1a for an individual or Part 1b for a non-individual (including company, trust or other entity).

A separate statement is required for each individual. One statement may be provided on behalf of a company, trust or other entity (see the guidance document for more information).

Part 1a Individual

I am an individual completing the statement for myself (*purchasing the residential land in your own name*)

Am I eligible to buy under the Overseas Investment Act 2005?

(Tick which one applies)

Yes, I am a current New Zealand citizen

~~Yes, I am an Australian or Singaporean citizen buying residential land only~~

Yes, I hold a New Zealand residence class visa ~~or I am an Australian or Singaporean Permanent Resident buying residential land only~~ and all of the following applies:

- I have been residing in New Zealand for at least the immediately preceding 12 months; and
- I am a tax resident in New Zealand; and
- I have been present in New Zealand for 183 days or more in the immediately preceding 12 months

~~Yes, I am an Australian or Singaporean Citizen or I am an Australian or Singaporean Permanent Resident buying residential land that is also sensitive for another reason and I have consent from the Overseas Investment Office~~

~~Please provide Overseas Investment Office case number~~

Yes, I have consent from the Overseas Investment Office, or an exemption applies

~~Please provide Overseas Office case number, or statutory reference~~

Part 1b Non-individual (including company/trust/other entity)

(Tick which one applies)

I am completing the statement for a body corporate, company, partnership or other entity

I am completing the statement on behalf of trustees of a trust, or for someone else under an enduring power of attorney

Please attach a certificate of non-revocation if you are acting under an enduring power of attorney

Is the non-individual eligible to buy under the Overseas Investment Act 2005?

(Tick which one applies)

Yes, the non-individual is neither an "overseas person" nor an "associate" of an "overseas person" as defined in the Overseas Investment Act 2005

~~Yes, the non-individual has consent from the Overseas Investment Office, or an exemption applies~~

~~Please provide Overseas Office case number, or statutory reference~~

If you require consent and have not applied, or an exemption does not apply, contact the Overseas Investment Office or seek legal advice.

Name(s)

What is the full name(s) of the individual or non-individual that will appear on the Record of Title as the new owner(s)?

Part 3

The residential land being acquired

What is the Record of Title reference for the residential land, or the street address?

Part 4

Signature

I certify that all of the information in this statement is true and correct.

Your name

Signature

Date signed

Position or office held (if signing as an authorised person)



You must provide this statement to your conveyancer or lawyer

The conveyancer or lawyer will rely on the information provided in the statement in giving effect to the acquisition of the interest in residential land.

Providing a statement that is false or misleading is an offence under the Overseas Investment Act 2005 and you may be liable for a penalty of up to \$300,000.

Contact the Overseas Investment Office

Phone: 0800 665 463 (in NZ) or +64 7 974 5595 (if overseas)

Email address: oi@linz.govt.nz

Website address: www.linz.govt.nz/oi

This plan and the accompanying report are prepared for the purpose of providing information to the public and are not to be used for any other purpose.

Project Name	18 Scott Road
Client	Northwest Developments Ltd
Scale	1:1000
Date	07/12/2023
Drawn by	A1
Checked by	R
Project No.	1

Local Authority: Auckland City
 Residential - Mixed Housing Suburban Zone
 Residential - Single House Zone
 Total Area: 35512m²
 Complicated in: CT N446D10

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.

All work is subject to the relevant provisions of the Resource Management Act 1991 and the Resource Management Regulations 2002.

This plan is prepared by Boundary Consultants Ltd. It is a preliminary plan and is subject to change without notice.

Boundary Consultants Ltd
 18 Scott Road
 Auckland
 New Zealand
 www.boundary.co.nz
 Phone: 09 252 1234
 Fax: 09 252 1235
 Email: info@boundary.co.nz

Northwest Developments Ltd
 18 Scott Road
 Auckland
 New Zealand
 Lot 3 DP 89750

Resource Consent Plan
 Sheet 1 of 1

Project No.	1
Scale	1:1000
Date	07/12/2023
Drawn by	A1
Checked by	R
Project No.	1



Item	Value	Unit
Area	18482	m ²
Perimeter	1200	m
Volume	1000	m ³
Weight	1000	kg
Length	1000	m
Width	1000	m
Height	1000	m
Depth	1000	m
Radius	1000	m
Diameter	1000	m
Area	1000	m ²
Volume	1000	m ³
Weight	1000	kg
Length	1000	m
Width	1000	m
Height	1000	m
Depth	1000	m
Radius	1000	m
Diameter	1000	m

Local Authority Auckland City
 Residential - Mixed Housing Suburban Zone
 Residential - Single House Zone
 Total Area: 355120 m²
 Compulsory: CT N140001610

GENERAL NOTES:
 The above information is subject to the approval of the relevant authority.
 The above information is subject to the approval of the relevant authority.
 The above information is subject to the approval of the relevant authority.
 The above information is subject to the approval of the relevant authority.

www.boundary.co.nz
 Boundary Consultants
 18 Scott Road Hobsonville
 LOT 3 DP 89750

Resource Consent Plan
 Sheet 2 of 5

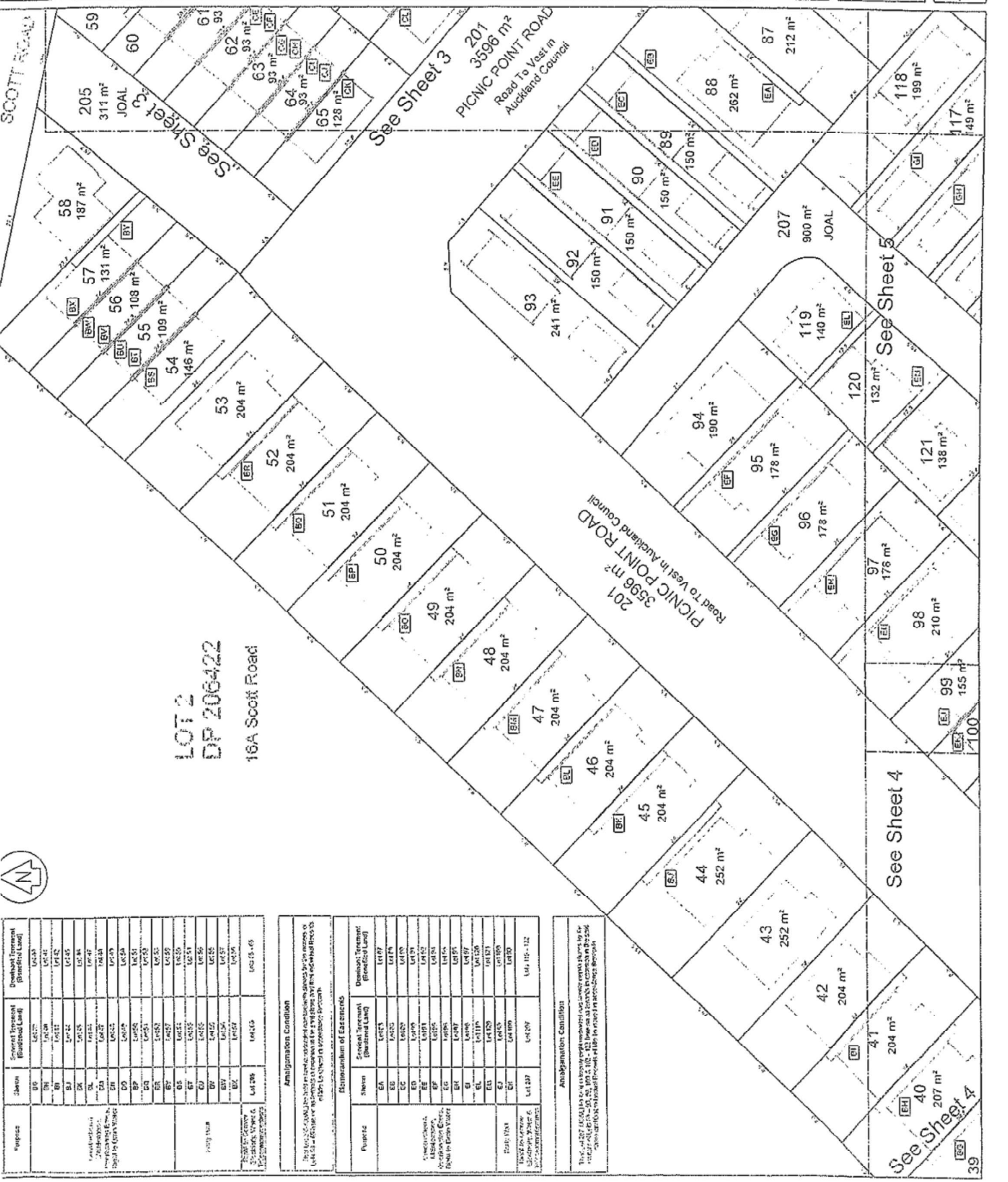
Northwest Developments Ltd
 18 Scott Road Hobsonville
 LOT 3 DP 89750

Resource Consent Plan
 Sheet 2 of 5

Northwest Developments Ltd
 18 Scott Road Hobsonville
 LOT 3 DP 89750

Resource Consent Plan
 Sheet 2 of 5

Northwest Developments Ltd
 18 Scott Road Hobsonville
 LOT 3 DP 89750



Project	Section	Section Treatment (Rational Land)	Section Treatment (Rational Land)
Project 1	DP	L1000	L1000
	DP	L1001	L1001
	DP	L1002	L1002
	DP	L1003	L1003
	DP	L1004	L1004
	DP	L1005	L1005
	DP	L1006	L1006
	DP	L1007	L1007
	DP	L1008	L1008
	DP	L1009	L1009
Project 2	DP	L2000	L2000
	DP	L2001	L2001
	DP	L2002	L2002
	DP	L2003	L2003
	DP	L2004	L2004
	DP	L2005	L2005
	DP	L2006	L2006
	DP	L2007	L2007
	DP	L2008	L2008
	DP	L2009	L2009

Project	Section	Section Treatment (Rational Land)	Section Treatment (Rational Land)
Project 3	DP	L3000	L3000
	DP	L3001	L3001
	DP	L3002	L3002
	DP	L3003	L3003
	DP	L3004	L3004
	DP	L3005	L3005
	DP	L3006	L3006
	DP	L3007	L3007
	DP	L3008	L3008
	DP	L3009	L3009
Project 4	DP	L4000	L4000
	DP	L4001	L4001
	DP	L4002	L4002
	DP	L4003	L4003
	DP	L4004	L4004
	DP	L4005	L4005
	DP	L4006	L4006
	DP	L4007	L4007
	DP	L4008	L4008
	DP	L4009	L4009

Project	Section	Section Treatment (Rational Land)	Section Treatment (Rational Land)
Project 5	DP	L5000	L5000
	DP	L5001	L5001
	DP	L5002	L5002
	DP	L5003	L5003
	DP	L5004	L5004
	DP	L5005	L5005
	DP	L5006	L5006
	DP	L5007	L5007
	DP	L5008	L5008
	DP	L5009	L5009
Project 6	DP	L6000	L6000
	DP	L6001	L6001
	DP	L6002	L6002
	DP	L6003	L6003
	DP	L6004	L6004
	DP	L6005	L6005
	DP	L6006	L6006
	DP	L6007	L6007
	DP	L6008	L6008
	DP	L6009	L6009

Boundary Committee Ltd
 The plan has been prepared by a registered professional person in accordance with the provisions of the Resource Management Act 1991 and the Resource Management Regulations 2002. The plan is a true and correct copy of the information on which it is based.

Local Authority: Auckland City
 Residential - Minor Housing Suburban Zone
 Residential - Single-Dwelling Zone
 Total Area: 55512 m²
 Computed in: CT NAK50810
 COGEDIA BOREA
 The plan is prepared for the purposes of the Resource Management Act 1991 and the Resource Management Regulations 2002. It is not to be used for any other purpose.

Minimum of 20m

Feature	Minimum of 20m	Minimum of 20m	Minimum of 20m
AA	1481	1472	1472
AB	1482	1473	1473
AC	1483	1474	1474
AD	1484	1475	1475
AE	1485	1476	1476
AF	1486	1477	1477
AG	1487	1478	1478
AH	1488	1479	1479
AI	1489	1480	1480
AJ	1490	1481	1481
AK	1491	1482	1482
AL	1492	1483	1483
AM	1493	1484	1484
AN	1494	1485	1485
AO	1495	1486	1486
AP	1496	1487	1487
AQ	1497	1488	1488
AR	1498	1489	1489
AS	1499	1490	1490
AT	1500	1491	1491
AU	1501	1492	1492
AV	1502	1493	1493
AW	1503	1494	1494
AX	1504	1495	1495
AY	1505	1496	1496
AZ	1506	1497	1497
BA	1507	1498	1498
BB	1508	1499	1499
BC	1509	1500	1500
BD	1510	1501	1501
BE	1511	1502	1502
BF	1512	1503	1503
BG	1513	1504	1504
BH	1514	1505	1505
BI	1515	1506	1506
BJ	1516	1507	1507
BK	1517	1508	1508
BL	1518	1509	1509
BM	1519	1510	1510
BN	1520	1511	1511
BO	1521	1512	1512
BP	1522	1513	1513
BQ	1523	1514	1514
BR	1524	1515	1515
BS	1525	1516	1516
BT	1526	1517	1517
BU	1527	1518	1518
BV	1528	1519	1519
BW	1529	1520	1520
BX	1530	1521	1521
BY	1531	1522	1522
BZ	1532	1523	1523
CA	1533	1524	1524
CB	1534	1525	1525
CC	1535	1526	1526
CD	1536	1527	1527
CE	1537	1528	1528
CF	1538	1529	1529
CG	1539	1530	1530
CH	1540	1531	1531
CI	1541	1532	1532
CJ	1542	1533	1533
CK	1543	1534	1534
CL	1544	1535	1535
CM	1545	1536	1536
CN	1546	1537	1537
CO	1547	1538	1538
CP	1548	1539	1539
CQ	1549	1540	1540
CR	1550	1541	1541
CS	1551	1542	1542
CT	1552	1543	1543
CU	1553	1544	1544
CV	1554	1545	1545
CW	1555	1546	1546
CX	1556	1547	1547
CY	1557	1548	1548
CZ	1558	1549	1549
DA	1559	1550	1550
DB	1560	1551	1551
DC	1561	1552	1552
DD	1562	1553	1553
DE	1563	1554	1554
DF	1564	1555	1555
DG	1565	1556	1556
DH	1566	1557	1557
DI	1567	1558	1558
DJ	1568	1559	1559
DK	1569	1560	1560
DL	1570	1561	1561
DM	1571	1562	1562
DN	1572	1563	1563
DO	1573	1564	1564
DP	1574	1565	1565
DQ	1575	1566	1566
DR	1576	1567	1567
DS	1577	1568	1568
DT	1578	1569	1569
DU	1579	1570	1570
DV	1580	1571	1571
DW	1581	1572	1572
DX	1582	1573	1573
DY	1583	1574	1574
DZ	1584	1575	1575
EA	1585	1576	1576
EB	1586	1577	1577
EC	1587	1578	1578
ED	1588	1579	1579
EE	1589	1580	1580
EF	1590	1581	1581
EG	1591	1582	1582
EH	1592	1583	1583
EI	1593	1584	1584
EJ	1594	1585	1585
EK	1595	1586	1586
EL	1596	1587	1587
EM	1597	1588	1588
EN	1598	1589	1589
EO	1599	1590	1590
EP	1600	1591	1591
EQ	1601	1592	1592
ER	1602	1593	1593
ES	1603	1594	1594
ET	1604	1595	1595
EU	1605	1596	1596
EV	1606	1597	1597
EW	1607	1598	1598
EX	1608	1599	1599
EY	1609	1600	1600
EZ	1610	1601	1601
FA	1611	1602	1602
FB	1612	1603	1603
FC	1613	1604	1604
FD	1614	1605	1605
FE	1615	1606	1606
FF	1616	1607	1607
FG	1617	1608	1608
FH	1618	1609	1609
FI	1619	1610	1610
FJ	1620	1611	1611
FK	1621	1612	1612
FL	1622	1613	1613
FM	1623	1614	1614
FN	1624	1615	1615
FO	1625	1616	1616
FP	1626	1617	1617
FQ	1627	1618	1618
FR	1628	1619	1619
FS	1629	1620	1620
FT	1630	1621	1621
FU	1631	1622	1622
FV	1632	1623	1623
FW	1633	1624	1624
FX	1634	1625	1625
FY	1635	1626	1626
FZ	1636	1627	1627
GA	1637	1628	1628
GB	1638	1629	1629
GC	1639	1630	1630
GD	1640	1631	1631
GE	1641	1632	1632
GF	1642	1633	1633
GG	1643	1634	1634
GH	1644	1635	1635
GI	1645	1636	1636
GJ	1646	1637	1637
GK	1647	1638	1638
GL	1648	1639	1639
GM	1649	1640	1640
GN	1650	1641	1641
GO	1651	1642	1642
GP	1652	1643	1643
GQ	1653	1644	1644
GR	1654	1645	1645
GS	1655	1646	1646
GT	1656	1647	1647
GU	1657	1648	1648
GV	1658	1649	1649
GW	1659	1650	1650
GX	1660	1651	1651
GY	1661	1652	1652
GZ	1662	1653	1653
HA	1663	1654	1654
HB	1664	1655	1655
HC	1665	1656	1656
HD	1666	1657	1657
HE	1667	1658	1658
HF	1668	1659	1659
HG	1669	1660	1660
HH	1670	1661	1661
HI	1671	1662	1662
HJ	1672	1663	1663
HK	1673	1664	1664
HL	1674	1665	1665
HM	1675	1666	1666
HN	1676	1667	1667
HO	1677	1668	1668
HP	1678	1669	1669
HQ	1679	1670	1670
HR	1680	1671	1671
HS	1681	1672	1672
HT	1682	1673	1673
HU	1683	1674	1674
HV	1684	1675	1675
HW	1685	1676	1676
HX	1686	1677	1677
HY	1687	1678	1678
HZ	1688	1679	1679
IA	1689	1680	1680
IB	1690	1681	1681
IC	1691	1682	1682
ID	1692	1683	1683
IE	1693	1684	1684
IF	1694	1685	1685
IG	1695	1686	1686
IH	1696	1687	1687
II	1697	1688	1688
IJ	1698	1689	1689
IK	1699	1690	1690
IL	1700	1691	1691
IM	1701	1692	1692
IN	1702	1693	1693
IO	1703	1694	1694
IP	1704	1695	1695
IQ	1705	1696	1696
IR	1706	1697	1697
IS	1707	1698	1698
IT	1708	1699	1699
IU	1709	1700	1700
IV	1710	1701	1701
IV	1711	1702	1702
IV	1712	1703	1703
IV	1713	1704	1704
IV	1714	1705	1705
IV	1715	1706	1706
IV	1716	1707	1707
IV	1717	1708	1708
IV	1718	1709	1709
IV	1719	1710	1710
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IV	1721	1712	1712
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IV	1723	1714	1714
IV	1724	1715	1715
IV	1725	1716	1716
IV	1726	1717	1717
IV	1727	1718	1718
IV	1728	1719	1719
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IV	1730	1721	1721
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IV	1732	1723	1723
IV	1733	1724	1724
IV	1734	1725	1725
IV	1735	1726	1726
IV	1736	1727	1727
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IV	1773	1764	1764
IV	1774	1765	1765
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IV	1794	1785	1785
IV	1795	1786	1786
IV	1796	1787	1787
IV			

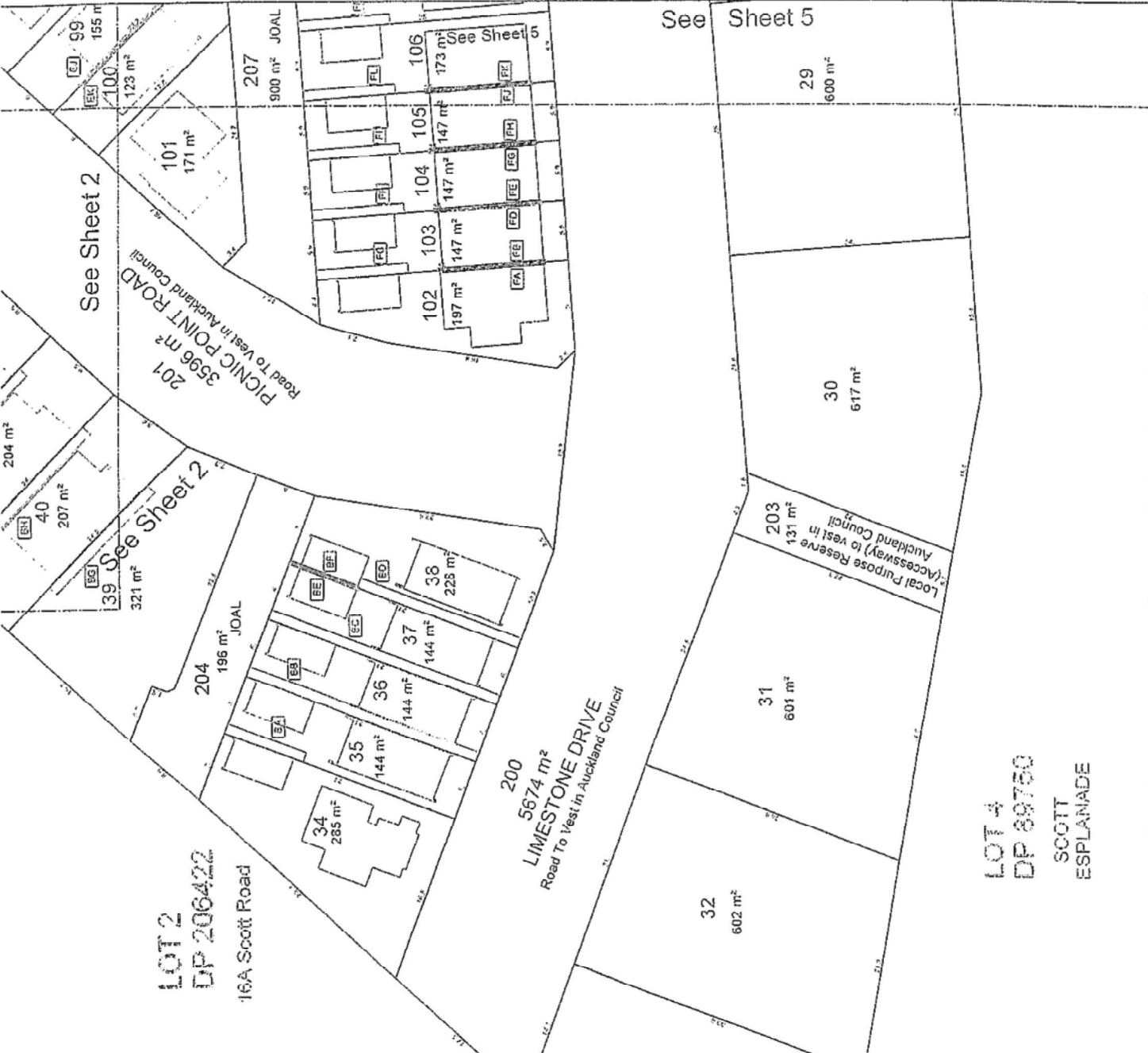


Proposed	Section	Existed (Proposed)	Downward Transition (Proposed Level)
1A	1A/1	1A/1	1A/1
1B	1B/1	1B/1	1B/1
1C	1C/1	1C/1	1C/1
1D	1D/1	1D/1	1D/1
1E	1E/1	1E/1	1E/1
1F	1F/1	1F/1	1F/1
1G	1G/1	1G/1	1G/1
1H	1H/1	1H/1	1H/1
1I	1I/1	1I/1	1I/1
1J	1J/1	1J/1	1J/1
1K	1K/1	1K/1	1K/1
1L	1L/1	1L/1	1L/1
1M	1M/1	1M/1	1M/1
1N	1N/1	1N/1	1N/1
1O	1O/1	1O/1	1O/1
1P	1P/1	1P/1	1P/1
1Q	1Q/1	1Q/1	1Q/1
1R	1R/1	1R/1	1R/1
1S	1S/1	1S/1	1S/1
1T	1T/1	1T/1	1T/1
1U	1U/1	1U/1	1U/1
1V	1V/1	1V/1	1V/1
1W	1W/1	1W/1	1W/1
1X	1X/1	1X/1	1X/1
1Y	1Y/1	1Y/1	1Y/1
1Z	1Z/1	1Z/1	1Z/1

Amalgamation Conditions

1. The proposed amalgamation shall be subject to the following conditions:

2. The proposed amalgamation shall be subject to the following conditions:



LOT 2
DP 206422
16A Scott Road

LOT 3
DP 89750
18 Scott Road Hobsonville

LOT 4
DP 89750
SCOTT
ESPLANADE

LOT 5
DP 89750
SCOTT
ESPLANADE

LOT 6
DP 89750
SCOTT
ESPLANADE

LOT 7
DP 89750
SCOTT
ESPLANADE

LOT 8
DP 89750
SCOTT
ESPLANADE

LOT 9
DP 89750
SCOTT
ESPLANADE

LOT 10
DP 89750
SCOTT
ESPLANADE

LOT 11
DP 89750
SCOTT
ESPLANADE

LOT 12
DP 89750
SCOTT
ESPLANADE

LOT 13
DP 89750
SCOTT
ESPLANADE

LOT 14
DP 89750
SCOTT
ESPLANADE

LOT 15
DP 89750
SCOTT
ESPLANADE

Resource Consent Plan
Northwest Developments Ltd
18 Scott Road Hobsonville
LOT 3 DP 89750

Resource Consent Plan
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Resource Consent Plan
Northwest Developments Ltd
18 Scott Road Hobsonville
LOT 3 DP 89750

Boundary Conditions Ltd
 The information contained herein is for general information only and does not constitute an offer of any financial product. It is intended for use by investors only and should not be relied upon for investment purposes. It is not intended to be used for any other purpose.

Local Authority: Auckland City
 Residential - Mixed Housing Suburban Zone
 Resource Consent - Site Specific
 Total Area: 35570m²
 Computed in: CT NAWG0810

GENERAL NOTES
 1. This plan is prepared in accordance with the provisions of the Resource Management Act 1991 and the Resource Management Regulations 2002.
 2. All areas shown on this plan are subject to the provisions of the Resource Management Act 1991 and the Resource Management Regulations 2002.
 3. The information on this plan is for general information only and should not be relied upon for investment purposes.
 4. The information on this plan is for general information only and should not be relied upon for investment purposes.

www.boundary.co.nz
 North West Developments Ltd
 18 Scott Road Hobsonville
 LOT 3 DP 89750

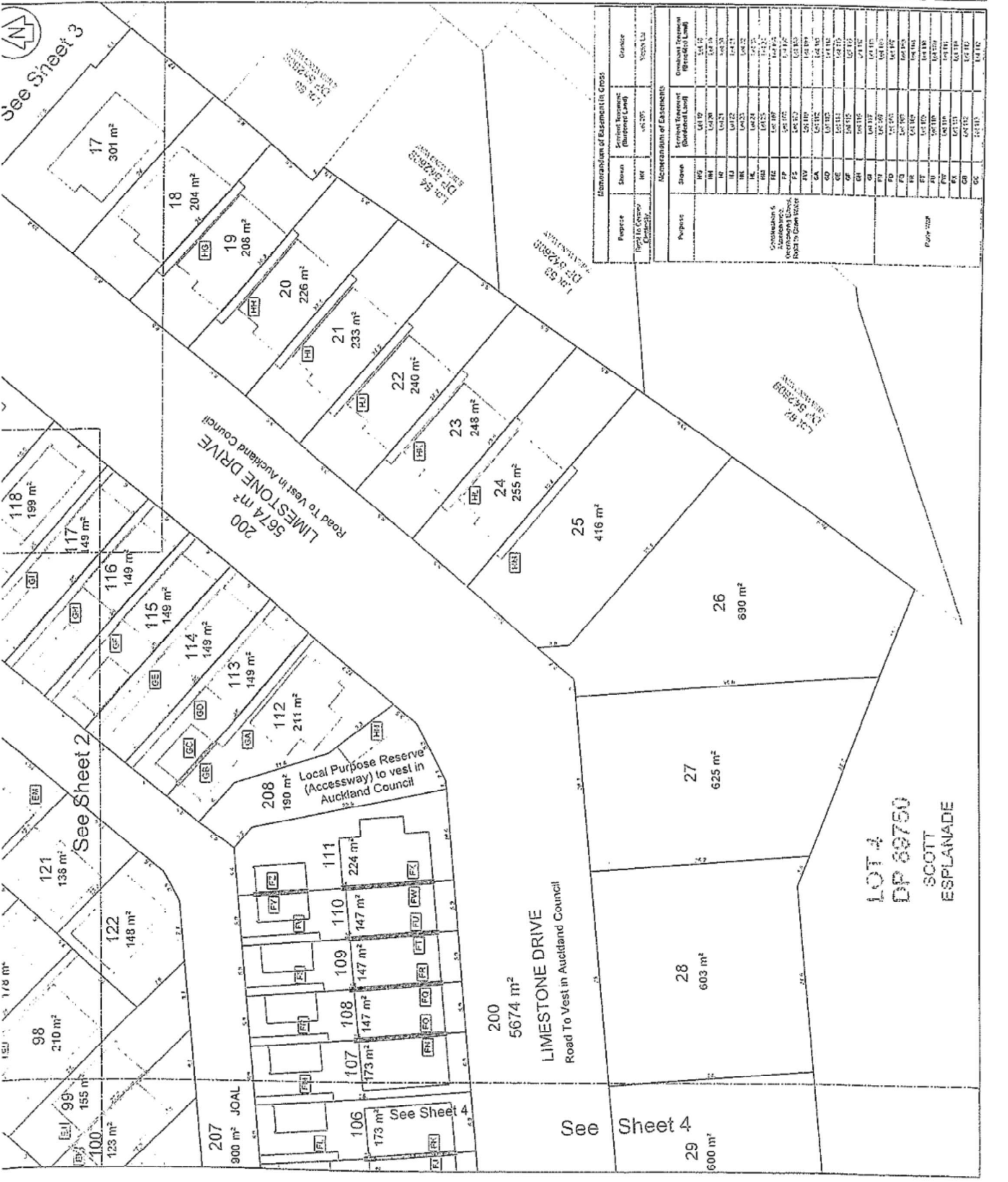
Resource Consent Plan
 Sheet 5 of 5

North West Developments Ltd
 18 Scott Road Hobsonville
 LOT 3 DP 89750

Resource Consent Plan
 Sheet 5 of 5

North West Developments Ltd
 18 Scott Road Hobsonville
 LOT 3 DP 89750

Resource Consent Plan
 Sheet 5 of 5



Purpose	Source	Section	Subsection	Section	Subsection
Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for
Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for

Purpose	Section	Subsection	Section	Subsection
Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for
Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for	Proposed to be used for



ANZ Bank New Zealand Limited

Newmarket Branch

187-193 Broadway, Newmarket

Teller's initials and stamp

Proceeds of cheques unavailable until cleared. ANZ does not receive deposits marked for specific application. ANZ is not responsible for delays in processing this deposit.

For credit of

Paid in by (first and last name)

FOR CASTLE / BROWN TRUST ACCOUNT

Deposit

Date	Notes	Coins	Sub Total Cash
			Cheques as per reverse
			\$

⑆060693⑆0622740004

06 0193 0122740 04

Type text here

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

DATE:

VENDOR:

Contact Details:

VENDOR'S LAWYERS:

Firm: Castle Brown

Individual Acting: Colin William Girven

Email: c.girven@castlebrown.co.nz

Contact Details: 09 3077054

Email address for service of notices (clause 1.4):

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Email:

Contact Details:

Email address for service of notices (clause 1.4):

SALE BY LICENSED REAL ESTATE AGENT:

Manager:

Salesperson:

Second Salesperson:

Contact Details:

Licensed Real Estate Agent under Real Estate Agents Act 2008

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