

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: Rangitahi Limited

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 Precinct E, Rangitahi Peninsula, Raglan

Estate: **FREEHOLD** ~~LEASEHOLD~~ ~~STRATUM IN LEASEHOLD~~ ~~CROSS-LEASE (FREEHOLD)~~ ~~STRATUM IN 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):**
The land comprising approximately m2 and more particularly described as Lot on the annexed plan being a subdivision of the land currently comprised in Record of Title 1033046 (copy attached as appendix 2)

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): 5 working days before the first date in time upon which the vendor is obliged to account for GST

Deposit (refer clause 2.0): \$ Refer clause 24

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: 14

% 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 serving 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 148(2)),~~~~have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 149(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 6.2(3)(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

*For the purposes of clause 3.13(3) only, clause 3.13(2)(b) shall operate as though it had not been deleted

- (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 search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.~~
- (3) ~~If the vendor is unable or unwilling to remove or comply with any objection or requisition as to 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 ("a 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 moneys 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 plant, 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 incomings 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:
- ~~from any local or government authority or other statutory body; or~~
 - ~~under the Resource Management Act 1991; or~~
 - ~~from any tenant of the property; or~~
 - ~~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(6) 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.~~
- ~~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,~~
 - ~~the building has a current building warrant of fitness, and~~
 - ~~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:
- ~~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.~~
 - Any outgoings 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.
 - 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.
 - ~~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.~~
- ~~The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.~~
 - ~~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.~~
 - ~~Not less than five working days before the settlement date, the vendor will provide.~~
 - ~~a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act, and~~
 - ~~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.~~
 - ~~There are no other amounts owing by the vendor under any provision of the Unit Titles Act.~~
 - ~~There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.~~
 - ~~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.~~
 - ~~The vendor has no knowledge or notice of any fact which might result in.~~
 - ~~the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act, or~~
 - ~~any proceedings being instituted by or against the body corporate, or~~
 - ~~any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.~~
 - ~~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.~~
 - ~~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.~~
 - ~~No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for.~~
 - ~~the transfer of the whole or any part of the common property,~~
 - ~~the addition of any land to the common property,~~
 - ~~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 149 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 148(5) 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 3.8(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 ~~Unauthorised Structures Cross-Leases and Unit Titles~~
- (1) ~~Where structures (not stated in clause 6.0 to be requisitionable) have been erected 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(5) 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(5) 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, acting reasonably, 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 20 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 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 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

See attached further terms of sale



FURTHER TERMS OF SALE

21. Definitions

21.1 In these further terms of sale:

"Council" means the Waikato District Council.

"Guarantor" – see Appendix 4.

"Property" means the property agreed to be sold pursuant to this agreement.

"Resource Consent" means the resource consent granted by Council on 27 May 2022 for subdivision under Number SUB0201/22 and LUC0327/22 and includes all variations to and consents issued in addition to or substitution for that consent.

"Scheme Plan" means the scheme plan of subdivision approved under the Resource Consent and attached to this agreement as Appendix 1.

"Survey Plan" means the plan to be lodged with and approved by Council and LINZ which, subject to the terms of this agreement, is based on the Scheme Plan.

22. Conditions Subsequent

22.1 This agreement is subject to and conditional upon:-

- (a) The vendor obtaining a satisfactory number of sales of lots, in the vendor's sole discretion, on such terms which in the vendor's opinion, are sufficient to satisfy the vendor's feasibility and viability requirements in order for its' development and/or this stage of it to proceed, including (but not limited to) any requirements relating to finance, resource consent conditions and engineering designs.
- (b) The vendor obtaining and being satisfied with the Resource Consent issued by Council including the size, location, and shape of the Property.
- (c) The vendor has a sole and unfettered discretion in determining its requirements under this clause and the terms of any sale.
- (d) The vendor is under no obligation to provide any reason for non-satisfaction of this condition.
- (e) The date for satisfaction of this condition is 20 September 2022 or such other dates as the vendor may in its sole discretion from time to time determine and notify to the purchaser.
- (f) This clause is inserted for the sole benefit of the vendor, and only the vendor may satisfy or waive it.

23. Approval of purchaser

23.1 This agreement is subject to and conditional upon:

- (a) The vendor approving the purchaser (such approval not to be unreasonably withheld where the purchaser is of good character, responsible and solvent).

- (b) The purchaser shall provide to the vendor, promptly upon request by the vendor, any information reasonably required by the vendor in order to satisfy condition 22.1(a) and authorises any entity or agency to release to the vendor such information it may hold on behalf of the purchaser for the purposes of satisfying this condition.
- (c) The date for satisfaction of this condition is five (5) working days after execution of the agreement.
- (d) This clause is inserted for the sole benefit of the vendor.

24. Deposit

24.1 The purchaser shall pay the deposit as follows:

- (a) The total of the deposit shall be a sum equivalent to 10% of the purchase price.
- (b) The deposit shall be paid in two tranches.
- (c) The purchaser shall pay the first tranche being 5% of the purchase price immediately on execution of this agreement; and
- (d) The purchaser shall pay the balance of the deposit being 5% of the purchase price immediately upon satisfaction of the purchaser's conditions.

24.2 The deposit will be paid to the vendor's solicitors trust account to hold as stakeholder. The purchaser and vendor irrevocably instruct the stakeholder to hold the deposit and the net interest earned on trust for the vendor and the purchaser on the terms and conditions contained in this clause 24.

24.3 The stakeholder will hold each payment on interest bearing on-call bank deposit ("stakeholder account") established in the name of the vendor and the purchaser until either the Survey Plan is deposited and title has issued (at which time the stakeholder will release the deposit to the vendor) or this agreement is cancelled.

24.4 Any interest earned on the deposit (less any withholding tax, bank or stakeholder deduction or any other proper deduction) will follow the deposit.

24.5 The vendor may cancel this agreement for non-payment of the deposit or any part of it where the vendor has first given the purchaser three (3) working days' notice in writing of the vendor's intention to cancel and the purchaser has failed within that time to make payment of the deposit or any part of it then due.

24.6 On a cancellation entitling the vendor to retain or forfeit the deposit, the entire deposit may be retained and forfeited by the vendor. If at the time of cancellation only part of the deposit has been paid, the vendor may, in addition to any other remedies available to it, retain that part and sue the purchaser for the balance of the deposit.

24.7 If the vendor is entitled to, and does, cancel this agreement, the stakeholder must release the deposit and net interest to the vendor. This clause, and the irrevocable instruction contemplated by clause 24.2 is sufficient authority to the stakeholder to make that payment.

- 24.8 If the purchaser is entitled to, and does, cancel this agreement, the stakeholder must release the deposit and net interest to the purchaser. This clause, and the irrevocable instruction contemplated by clause 24.2 is sufficient authority to the stakeholder to make that payment.
- 24.9 The stakeholder will not be liable to any party for any delay in investing the deposit or any failure on the part of the bank with which it is invested or any costs deducted by the bank for handling the deposit or any interest, provided however, that the stakeholder will use reasonable endeavours to place the deposit on interest bearing deposit in a timely manner.
- 24.10 In the event that war, civil disorder, monetary, market or economic developments, act of government or other factors beyond the reasonable control of the vendor, whether similar or not (specified events) prevent the vendor from commencing, continuing or completing the subdivision of the land (in whole or in part), or in the opinion of the vendor, make it impractical or undesirable for the vendor to commence, continue and complete the subdivision of the land, then the vendor may by notice in writing to the purchaser advise the specified event and cancel this agreement and the deposit will be returned in full to the purchaser.
- 24.11 If for any reason the vendor decides to delay or abandon the subdivision or any part or stage of its development, it may cancel this agreement without being obliged to give the purchaser any explanation or reason for the cancellation. Upon giving such notice the deposit will be refunded in full to the purchaser.
25. **Subdivision**
- 25.1 The purchaser acknowledges and accepts the terms and conditions of the Resource Consent.
- 25.2 The vendor will at its cost and with all reasonable speed and diligence:
- (a) Undertake all work and do all things necessary to enable the Survey Plan to be deposited with LINZ.
 - (b) Arrange for the Survey Plan to be deposited with LINZ and for a separate record of title for the Property to be issued.
- 25.3 The Survey Plan will generally be in accordance with the Scheme Plan, provided that all measurements and areas are subject to approval by LINZ and Council. The vendor expressly reserves the right to make such changes to the Survey Plan as it may in its sole discretion deem necessary or desirable for the purposes of its development. Unless such change results in a reduction of the area of the Property in excess of 4%, the purchaser shall have no claim whatsoever against the vendor in respect of such change. If the change results in a reduction of the area of the property by greater than 4% the purchaser shall be entitled to a reduction in the Purchase Price calculated on an area basis for each m² of reduction in excess of the 4% threshold. If the change results in a reduction of the area of the property in excess of 10% the purchaser may cancel this agreement by written notice to the vendor, such notice to be given within five (5) working days of the date the purchaser is notified of the reduction (time being of the essence). If the purchaser does not give such notice within the five (5) working day period it will be deemed to have accepted the reduction in area (subject to the reduction in Purchase Price as contemplated above). Other than as stated above the Purchaser shall have no claim whatsoever against the vendor and no compensation shall be payable in respect of any alteration or variation.

- 25.4 The vendor gives no warranty as to whether the final appearance of the development or that the Property will be similar to any representation or advertisement provided to or viewed by the purchaser.
- 25.5 The vendor reserves the right to complete the subdivision and its development in various stages according to the vendor's sole discretion. While it is currently contemplated by the vendor that it may eventually develop further parts of the land comprised in Lot 900, 902 DP 571013 and Lot 901 DP 562987 (currently contained in Identifier 1033046) in a series of stages the purchaser acknowledges the vendor is under no obligation to complete all or any particular stage of the development. The vendor expressly reserves the right to apply for and make such changes to its development and any resource consent (whether previously approved by the vendor or not) as it may in its sole discretion consider necessary or desirable and the purchaser will have no claim whatsoever against the vendor in respect of such matters.
- 25.6 Prior to settlement land covenants will be registered against the record of title for the Property. The proposed land covenants are attached to this agreement as Appendix 3. The vendor expressly reserves the right to modify, add to or remove any land covenants if the vendor considers it necessary or desirable for the purposes of its development. The purchaser will comply with the land covenants from the date of possession notwithstanding that they may not have been registered against the record of title for the Property.
- 25.7 The purchaser acknowledges that certain lots may have attached to them (as a matter of title) shares in an access lot. The vendor expressly reserves the right to modify, alter or rearrange such shares at any time prior to the issue of titles. The access lots will be subject to such easements or covenants as the vendor in its sole discretion thinks necessary or desirable.
- 25.8 The purchaser acknowledges that the Resource Consent may require the installation and maintenance of individual private low-pressure wastewater pumps and private connections to the public reticulation system ("Infrastructure") to Lots 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 555, 556, 557, 558, 559, 560, 561 in Precinct E. The purchaser further acknowledges that the vendor is not required to, nor will it install such Infrastructure. The purchaser agrees that it will, at its cost in all things, install and maintain such Infrastructure in accordance with the requirements of the Resource Consent.
- 25.9 The purchaser acknowledges that the Resource Consent may require the installation and ongoing maintenance of stormwater treatment devices for treatment of stormwater runoff from all trafficable driveway surfaces within Lots 540, 541, 557, 558, 571 and 572 in Precinct E. The purchaser further acknowledges that the vendor is not required to, nor will it install such Infrastructure. The purchaser agrees that it will, at its cost in all things, install and maintain such Infrastructure in accordance with the requirements of the Resource Consent.
26. **Easements and Other Interests**
- 26.1 The vendor reserves the right to:
- (a) Grant to any party or provide for any rights of way or other service or other easement or interest required as a condition of the Resource Consent or which the vendor considers necessary or desirable for the purposes of the development; and
 - (b) Register any consent notice or other instrument required by Council in respect of the Resource Consent.

26.2 The purchaser acknowledges that the vendor retains the following rights in respect of the land:

- (a) To grant to any relevant Territorial Authority or utility company the right to lay utilities, telecommunication and power cables, sewerage, gas and water pipes and/or connections, either above or underground and to construct and/or install any infrastructure or equipment as the vendor considers necessary or desirable;
- (b) To grant any utilities, stormwater, sewerage, drainage, telecommunication, gas and electricity, right of way or any similar type rights by easement or otherwise if considered by the vendor to be necessary or desirable;
- (c) To store soil in the course of development works;
- (d) To cut away or remove the soil and substrata of the Property and/or any other land in the subdivision and berm and fill adjacent to roads, accessways, or rights of way;
- (e) To excavate, contour, lower, fill, landscape or plant the Property and/or any other land in the said subdivision;
- (f) To enter onto the Property itself or by its servants, agents, workmen and do such work as the vendor considers necessary or desirable;
- (g) To amalgamate, create or adjust any boundary of any lot comprised within the vendor's development;
- (h) To alter the boundary of any lot;
- (i) To do any such things as the vendor considers appropriate and an enhancement to the vendor's development.
- (j) To make computer media available to the Property via a wireless connection.

26.3 The vendor shall not be liable for any damages costs and claims or to pay any compensation to the purchaser or any person claiming under the purchaser in any way connected with the vendor exercising these rights.

27. No Objection or Requisition

27.1 The purchaser acquires the Property subject to the following:

- (a) All existing interests and encumbrances on the existing record of title of which the Property forms part.
- (b) All new easements as may be required in connection with the development where required either as a condition of the Resource Consent or by the vendor in connection with the development.
- (c) Any other encumbrance, consent notice, covenant or other interest as may be required as a condition of the Resource Consent.

- (d) The land covenants outlined in Appendix 3.
 - (e) Any interest or encumbrance the vendor considers reasonably necessary or desirable in connection with the development.
- 27.2 The purchaser acquires the Property together with the following:
- (a) All existing appurtenant benefits (if any) shown on the existing record of title of which the Property forms part.
 - (b) All new appurtenant rights which are either required as a condition of the Resource Consent or which the vendor considers necessary or desirable in connection with the development.
- 27.3 The purchaser accepts the terms of any instruments to be registered will be those normally used by the vendor's solicitor subject to such variations as the vendor in its sole discretion considers necessary or desirable in respect of the development.
- 27.4 The vendor reserves the right to register or create any interest or encumbrance prior to, concurrent with the transfer of the Property to the purchaser. In that regard the purchaser will execute all such documents, obtain all such consents and do such things as may be reasonably required by the vendor to give effect to this and any other clause within this agreement.
- 27.5 None of the matters referred to in this clause 27 shall entitle the purchaser or any person claiming under it to damages or compensation or to make any objection or requisition against title. These rights do not merge on settlement and remain enforceable by the vendor until all stages of the subdivision are complete.
- 27.6 The vendor gives no warranty as to the date upon which the Survey Plan will be deposited or when title will be available.
- 27.7 The purchaser will not (and waives any rights to) object to the methods employed by the vendor to sell other lots forming part of the development including, without limitation, the use of signs, the placing of signs on the land, the maintenance of a sales office, provided that the vendor does not cause unreasonable interference with comfort and convenience of the purchaser's use and enjoyment of the Property.
28. **Caveat**
- 28.1 The purchaser will not at any time lodge any caveat against the record of title to the Property or against the record of title to the land of which the Property forms part.
- 28.2 The cost of removal of any caveat together with any other cost or expense incurred by the vendor either directly or indirectly as a result of that caveat and any consequent delay in depositing the Survey Plan will be payable by the purchaser to the vendor immediately upon the vendor advising the purchaser of the amount of those costs.
29. **Settlement**
- 29.1 The settlement date will be 10 working days after the vendor's solicitor has given to the purchaser's solicitor written notice that a separate record of title for the Property has issued.

30. **Rates**

30.1 The purchaser acknowledges that the Property may not be separately rated by Council and the Waikato Regional Council until the rating year commencing after the settlement date. The purchaser will pay an amount for rates to the vendor on settlement date for the period from settlement date until the end of the then current rating year on the basis that the rates for the Property in the rating year in which settlement occurs are deemed to be \$2,000.00 (plus GST) per lot per annum.

31. **Early Access**

31.1 Subject to Health and Safety requirements and any matter the vendor considers relevant, the vendor may allow the purchaser reasonable access to the Property prior to the possession date for measurement and geotechnical purposes. Such access is at the purchaser's risk in all things. The purchaser must make good any damage caused to the Property.

32. **Power of Attorney**

32.1 In consideration of the vendor entering into this agreement, the purchaser irrevocably appoints the vendor (or any nominated officer of the vendor) to be the true and lawful attorney of the purchaser for the purposes of executing all documents and plans and to perform all acts, matters and things as may be necessary to:

- (a) complete the development;
- (b) register any covenants against title to lots in accordance with this agreement;
- (c) withdraw any caveat improperly lodged by the purchaser;
- (d) register the easements, access easements and other interests against the title to the Property and any lot.

32.2 The appointment referred to in clause 32.1 shall terminate on settlement.

33. **Lowest Price**

33.1 For the purposes of the financial arrangement rules and the Income Tax Act 2007 (Act) the parties agree the Purchase Price is the value of the Property, does not include any capitalised interest and is the lowest price. The parties would have agreed for the sale and purchase of the Property on the date this agreement was entered into if payment would have been required in full at the first time the first right in the Property was transferred and the parties will file their tax returns on the basis the Purchase Price contains no capitalised interest.

34. **Costs**

34.1 Each party will pay its own costs of and incidental to the negotiation and preparation, execution and delivery of this agreement.

35. **General Matters**

35.1 The purchaser shall not assign, nominate, transfer or otherwise dispose of or alienate the benefit of this agreement without the prior written consent of the vendor. The consent of the vendor must not be unreasonably withheld provided the assignee has the financial resources to complete the payment of the Purchase Price. Any consent given by the vendor may be subject to such terms and conditions as the vendor in its sole and absolute discretion thinks fit including, without limitation:

- (a) A requirement that the purchaser remains liable for the observance and performance of all obligations on the part of the purchaser;
 - (b) the execution by the assignee of a deed of covenant in a form acceptable to the vendor; and
 - (c) the purchaser paying the vendor's costs, including solicitors' costs.
- 35.2 If the vendor consents to the assignment, nomination, transfer, disposal or alienation of the benefit of this agreement by the purchaser, the vendor shall procure its solicitor to deliver to the purchaser a deed of covenant. The purchaser will at the cost of the purchaser (including the vendor's reasonable legal fees and disbursements) procure execution of the deed pursuant to which the assignee, nominee transferee or disposee covenants with the vendor that the assignee, nominee, 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.
- 35.3 The vendor may 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. As from completion of such assignment, transfer or other alienation, the obligations of the vendor under this agreement or otherwise howsoever will be at an end and will not be continuing.
- 35.4 The parties acknowledge that this agreement and the annexures to this agreement, together with any approvals and consents in writing provided for in this agreement contain the entire agreement between the parties notwithstanding any negotiations or discussions prior to the execution of this agreement and notwithstanding anything contained in any brochure, report or other document. The purchaser acknowledges that it has not been induced to execute this agreement by any representation, verbal or otherwise, made by or on behalf of the vendor which is not set out in this agreement. Any representation or warranty set out in this agreement or which may be implied by law do not apply where and to the extent that they relate to:
- (a) Matters which are or could be disclosed through:
 - (i) A search of the title to the land at LINZ as at the date of this agreement; and/or
 - (ii) A LIM or a request under the Local Government Official Information and Meetings Act 1987; and/or
 - (iii) A search of any information in respect of the vendor and/or the land and/or the Property which is available under any public register or other publicly available source of information,whether or not the search or searches are actually undertaken by the purchaser; and
 - (b) Any matter, circumstance or detail which is disclosed to the purchaser.
- 35.5 The settlement date is the earliest date on which the parties would in any circumstance have agreed that the balance of the Purchase Price will be payable. Neither the period between the date of this agreement and the settlement date, nor any other provision in this agreement, evidences any deferment of the purchaser's obligation to pay the Purchase Price for the

purposes of section 6 of the Credit Contracts and Consumer Finance Act 2003. It is accordingly determined that this agreement is not a consumer credit contract for the purposes of or within the meaning of that Act.

36. **No Objection**

- 36.1 The purchaser covenants with the vendor not to either personally or by directly or indirectly cooperating with or assisting others, lodge or submit any objection to any application for any statutory, regulatory or other consent and approval made by the vendor for any use or activity affecting any land within the vendor's development. The purchaser shall promptly at the cost of the vendor support any application made by the vendor to any authority for the purpose of obtaining any statutory, regulatory or other consents considered necessary or desirable by the vendor for its development. The vendor may include this clause as one of the land covenants to be registered against the title to the Property.

37. **Solicitor Approval**

- 37.1 This agreement is conditional upon approval by the purchaser's solicitor who may take into account all commercial and conveyancing aspects of the contract. This condition will be deemed to be satisfied unless the vendor, within five (5) working days of the date of this agreement, receives written notification from the purchaser's solicitor that the agreement is not approved.

38. **OIA Warranty**

- 38.1 The purchaser warrants that OIA consent is not required in respect of the sale and purchase of the Property. If OIA consent is required then this agreement shall, at the option of the vendor, be void. Without prejudice to any other right or remedy available to the vendor, the vendor may forfeit and retain the deposit for its own benefit.

39. **Guarantee**

- 39.1 Where the purchaser is a company, any person signing this agreement as an agent, attorney, authorised signatory or director of that company agrees and acknowledges that they personally guarantee the performance by the purchaser of the covenants in this agreement and indemnifies the vendor against any cost, loss or expense the vendor may incur as a result of any default by the purchaser.
- 39.2 Where the purchaser is a trustee of a trust, any trustee signing this agreement (excluding any person who has no right to or interest in any assets of the trust) agrees and acknowledges that they personally guarantee the performance by the purchaser of the covenants in this agreement and indemnifies the vendor against any cost, loss or expense the vendor may incur as a result of any default by the purchaser.

40. **Design Committee costs**

- 40.1 Pursuant to the land covenants to be registered as part of the vendor's subdivision (Appendix 3), at settlement the purchaser will pay to the vendor an additional \$1,350 plus GST ("Design Cost"), such sum to be in payment of initial Design Committee building approval (see Appendix 3, paragraphs 3-5).
- 40.2 The purchaser acknowledges the Design Cost payment made under clause 40.1 covers the initial cost charged by the Design Committee in providing approval of the purchaser's building plans, however should further costs be incurred by the Committee in providing such approval, such additional costs will be payable by the purchaser pursuant to the terms of the land covenants.

Appendix 1

Scheme Plan



FOR RESOURCE CONSENT



NOTE - RESERVE DESIGNS ARE INDICATIVE ONLY AND TO BE CONFIRMED IN COLLABORATION WITH WDC PARKS TEAM AT ENGINEERING APPROVAL STAGE

Appendix 2 Identifier



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD Search Copy



Identifier **1033046**
Land Registration District **South Auckland**
Date Issued **03 March 2022**

Prior References

999666

Estate	Fee Simple
Area	94.3604 hectares more or less
Legal Description	Lot 900, 902 Deposited Plan 571013 and Lot 901 Deposited Plan 562987

Registered Owners
Rangitahi Limited

Interests

Subject to Section 3 Petroleum Act 1937
Subject to Section 3 Geothermal Energy Act 1953
Subject to Section 8 Atomic Energy Act 1945
Subject to Section 5 Coal Mines Act 1979
Subject to Section 6 and 8 Mining Act 1971
Subject to Section 261 Coal Mines Act 1979
10855995.4 Mortgage to Bank of New Zealand - 16.11.2017 at 4:35 pm
Subject to a right (in gross) to drain water over part Lot 900 DP 571013 marked BH and BI on DP 571013 in favour of Waikato District Council created by Easement Instrument 11728406.11 - 15.5.2020 at 7:26 am
The easements created by Easement Instrument 11728406.11 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to drain water over part Lot 900 DP 571013 marked C, AG, AH and AO on DP 571013 in favour of Waikato District Council created by Easement Instrument 11760979.7 - 20.7.2020 at 6:00 pm
The easements created by Easement Instrument 11760979.7 are subject to Section 243 (a) Resource Management Act 1991
12233303.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 12.10.2021 at 3:03 pm (affects Lot 900 and 902 DP 571013)
Subject to a right to drain water over part Lot 902 DP 571013 marked L, M, N, O and P on DP 571013 created by Easement Instrument 12233303.4 - 12.10.2021 at 3:03 pm
The easements created by Easement Instrument 12233303.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way (in gross) over part Lot 902 DP 571013 marked F on DP 571013 in favour of Waikato District Council created by Easement Instrument 12233303.6 - 12.10.2021 at 3:03 pm
The easements created by Easement Instrument 12233303.6 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to drain water over part Lot 900 DP 571013 marked D, E, I and R and over part Lot 902 DP 571013 marked J and K all on DP 571013 in favour of Waikato District Council created by Easement

Transaction Id
Client Reference 425194-327

Search Copy Dated 19/04/22 12:26 pm. Page 1 of 6
Register Only

Identifier 1033046

Instrument 12233303.7- 12.10.2021 at 3:03 pm

The easements created by Easement Instrument 12233303.7 are subject to Section 243 (a) Resource Management Act 1991

Fencing Covenant subject to Section 6(2) of the Fencing Act 1978 in Deed 12233303.8 - 12.10.2021 at 3:03 pm (affects Lot 902 DP 571013)

12381696.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.3.2022 at 3:44 pm (affects Lot 900 DP 571013)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 571013)

Subject to a right to drain water over part Lot 900 DP 571013 marked W and over part Lot 902 DP 571013 marked U, X, Y and Z all on DP 571013 created by Easement Instrument 12381696.5 - 3.3.2022 at 3:44 pm

The easements created by Easement Instrument 12381696.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over part Lot 900 DP 571013 marked G on DP 571013 in favour of Tuatahi First Fibre Limited created by Easement Instrument 12381696.6 - 3.3.2022 at 3:44 pm

Subject to a right (in gross) to convey electricity and telecommunications over part Lot 900 DP 571013 marked G on DP 571013 in favour of WEL Networks Limited created by Easement Instrument 12381696.7 - 3.3.2022 at 3:44 pm

Subject to a right (in gross) to drain water over part Lot 900 DP 571013 marked V and over part Lot 902 DP 571013 marked U and right to convey water over part Lot 900 DP 571013 marked G all on DP 571013 in favour of Waikato District Council created by Easement Instrument 12381696.8 - 3.3.2022 at 3:44 pm

The easements created by Easement Instrument 12381696.8 are subject to Section 243 (a) Resource Management Act 1991

Fencing Covenant subject to Section 6(2) of the Fencing Act 1978 in Deed 12381696.9 - 3.3.2022 at 3:44 pm (affects Lot 900 DP 571013)

Land Covenant in Covenant Instrument 12381696.10 - 3.3.2022 at 3:44 pm

12381696.11 CAVEAT BY WAIKATO DISTRICT COUNCIL - 3.3.2022 at 3:44 pm

Appendix 3 Land Covenants

1. The Covenantee and Covenantor acknowledge and agree that the property forms part of a development to be established as a modern residential subdivision. The Covenantee and Covenantor agree that the within property and such properties forming part of the plan of subdivision as the Covenantee in its sole discretion determines will be subject to the following building and land covenants so as to bind them, their successors and assigns. In recognition of these objectives, the Covenantor so as to bind the land contained in each of the titles (the "land") comprised in the Burdened Land for the benefit of the land contained in each of the other titles comprising the Benefited Land, covenants and agrees with the Covenantee and such other person or persons as are nominated by the Covenantee as provided below.
2. Developer shall mean Rangitahi Limited and its successors and assigns or any person or entity appointed as a representative or in the place of Rangitahi Limited.
3. The Covenantor will not erect or place (or permit to be erected or placed) on the land any dwelling house, building, fence or other improvement without first obtaining the written approval of the Developer or any agent appointed by it. The Covenantor acknowledges the Developer has established a Design Committee ("Committee") and the Developer may delegate the approval function to the Committee. To assist landowners, the Committee may from time to time issue design and building guidelines ("Guidelines") which may amongst other things refer to permitted types of construction, styles, building materials, colours and finishes.
4. Provided the proposed dwelling house, building, fence or other improvement ("Building Work") is consistent with the Guidelines as provided to the Covenantor or any updated or amended version of the same the Developer or any agent appointed by it, it will not unreasonably withhold approval. Following the Covenantors application for approval of any proposed Building Work, the Developer or its agent will use its best endeavours to issue a decision on whether to approve the proposed Building Work as soon as practicable and, provided the Covenantor has provided all information the Committee may reasonably require, will generally do so within 20 working days of receipt of the application.
5. Notwithstanding any fee charged by the Developer under the Agreement for Sale and Purchase of the Lot, the Covenantor will pay any additional costs incurred by the Developer or its agent (including but not limited to professional and consultants costs on a full indemnity basis) in connection with any approval, whether that approval is granted or not. The Developer will provide an estimate of any additional costs to the Covenantor. The Covenantor must pay the estimate when making an application for approval. The Developer or its agent will advise the Covenantor of any balance owing prior to releasing its decision in respect of the application. The Covenantor will pay any balance as a condition of the release.
6. The Covenantor also covenants:
 - (a) Unless the prior written consent of the Developer is obtained, the Covenantor will commence building a dwelling house on the land within eighteen (18) months from the date of disposal of the land by the Developer.

- (b) For the purposes of clause 6(a) above the “date of disposal” shall mean the date of registration of the memorandum of transfer from the Developer to the first Covenantor of the land.
- (c) Not to use polystyrene (or any like material) in the construction of any dwelling house on the land without the prior written approval of Committee.
- (d) To complete the construction of the exterior of any dwelling house on the land within twelve (12) months from the commencement of construction of that dwelling house.
- (e) To complete the construction of a driveway on the land with a solid running course within twelve (12) months after completion of the dwelling house.
- (f) To wholly complete all landscaping on the land in accordance with the landscaping plans approved by the Committee within twelve (12) months after completion of the dwelling house.
- (g) Other than minor boundary adjustments not to subdivide (as that term is defined at s218 of the Resource Management Act 1991) without the consent of the Developer. The prohibition in this clause 6(vi) will cease to have effect 15 years after the date of deposit of DP XXXXXX.
- (h) Not to permit or cause the land to be occupied or used as a residence unless:
 - (i) A building has been substantially completed in accordance with the building and landscaping plans approved by the Committee;
 - (ii) All driveways and landscaping have been substantially completed in accordance with the building and landscaping plans approved by the Committee; and
 - (iii) All boundary fencing is completed and painted on both sides in accordance with the fencing plans approved by the Committee. Subject always to clause 6(o) the cost of the boundary fences is to be shared equally between the owners of the relevant adjoining lands. To assist with orderly construction planning and cost recovery, the Covenantor authorises the Developer to provide their contact details to the owner/s of any relevant adjoining property.
 - (iv) The building meets the requirements of the appropriate local authority.
- (i) Not to permit or cause the removal of soil from the land except as shall be necessary for the construction of the building on the land. The Covenantor or any contractor, employee or invitee of the Covenantor must at all times comply with the terms of the current Operative District Plan (if any) relating to the removal of soil from the land.
- (j) Not to permit or cause at any time during construction of a dwelling, any rubbish to accumulate or be placed upon the land unless it is held in a receptacle specifically placed on the land for the storage of building rubbish and debris. Upon receipt of written notice from the Developer that the Covenantor is in default of this clause, the Covenantor will have five working days to rectify the breach. In the event the breach

of this clause is not rectified within that period, the Covenantor will pay to the Developer the sum of \$500 a day until such time as the breach has been rectified.

- (k) Upon completion of the building of the dwelling not to permit or cause at any time, any rubbish to accumulate or be placed upon the land and not to permit any excessive growth of grass so that the same becomes long or unsightly.
 - (l) Not to permit or cause any advertisement sign or hoarding of a commercial nature to be erected on any part of the land without the prior consent in writing of the Developer. For the avoidance of doubt this excludes real estate agents for sale signs.
 - (m) Not to keep or allow any animals on the land other than quiet domesticated pets which definition shall without restricting the generality of such term exclude cats, goats, sheep, horses, pigs, poultry, beehives and any dangerous or aggressive dogs. No more than two dogs may be kept on the land.
 - (n) Not to use the land for any purpose other than a residential property, home office or a homestay or bed and breakfast establishment accommodating no more than four guests in addition to the Covenantor and the Covenantor's immediate family.
 - (o) Not to call upon the Developer to pay for or contribute towards the cost of erecting repairing or maintaining any boundary fence between the land and any adjoining land owned by the Developer.
7. The covenants created by this instrument will expire absolutely on 1 January 2040.
8. In the event that the Covenantor or any contractor, employee or invitee of the Covenantor causes any damage to the roading, footpath, kerb, landscaping or other structure in the subdivision or to any property other than the property of the Covenantor within the lands described in the plan, the Covenantor covenants to forthwith make good the damage at their own expense or to pay the cost of the repair of the damage in the event that such repair is effected by the Covenantee, Council or other like body.
9. The Developer may at any time by written notice waive any condition, either temporarily or permanently, and such waiver may be registered against title to the property.
10. Acknowledging that the value of the Benefited Land will be affected by the standard of buildings erected on the land and by failure to comply with the covenants contained in the preceding clauses and sub clauses the Covenantor covenants for the Covenantor personally and their executors, administrators and assigns that should the Covenantor fail to comply with, observe, perform, or complete any of the covenants and restrictions contained herein, and without prejudice to any other liability the Covenantor may have to the Covenantee, the Developer or any other person the Covenantor will:
- (a) If the Covenantor is in breach of any of the covenants outlined herein , the Covenantee or the Developer may provide the Covenantor with written notice of the breach and what is required to remedy that breach;
 - (b) If following 10 working days of receipt of notice pursuant to clause 10(i) the breach has not been remedied, then immediately upon receipt of a written demand for payment from the Covenantee or the Developer or the Covenantee's or the

Developer's solicitors pay to the Covenantor or the Developer as the case may be 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 \$500,000; and

- (c) Shall immediately undertake such remedial action as may be required by the Covenantor or the Developer including but not limited to permanently removing or causing to be permanently removed from the Property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants;
- (d) Pay on demand the Covenantors' or the Developers' costs incurred in respect of the default and any enforcement or attempted enforcement of these covenants such costs to include but not be limited to legal costs on a solicitor client basis;
- (e) 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 Covenantor or the Developer as the case may be,

PROVIDED that:

- (i) Except for those defaults notified to the Covenantor when it is a registered owner the Covenantor shall only be liable while the Covenantor is a registered owner of the land.
- (ii) If a default is completely and finally remedied within one month of 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 the sum payable shall abate to \$1.00 per day provided that this abatement shall not apply in respect of any subsequent default of a similar nature.
- (iii) The Developer is under no liability whatsoever to enforce these covenants.

**Appendix 4
Guarantor**

In consideration of the vendor entering into this agreement _____ ("the Guarantor").

1. Guarantees payment of the Purchase Price and performance by the purchaser of all of the purchasers covenants and obligations under this agreement.
2. Indemnifies the vendor against any loss the vendor might suffer should the agreement be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

The Guarantor covenants with the vendor that: -

1. No release, delay or other indulgence given by the vendor to the purchaser or the purchasers successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
2. As between the Guarantor and vendor the Guarantor 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.
3. The guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Purchase Price.
4. An assignment or nomination under the agreement for sale and purchase shall not release the Guarantor from liability.
5. Should there be more than one Guarantor their liability under this Guarantee shall be joint and several.

DATED

2022

SIGNED by

)

)

.....

as Guarantor in the presence of:

Witness

Signature:

Name (in full):

Occupation:

Address:

SIGNED by

)

)

.....

as Guarantor in the presence of:

Witness

Signature:

Name (in full):

Occupation:

Address:

Appendix 5
Overseas Investment Office – Residential Land Statement

OVERSEAS INVESTMENT OFFICE



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.

Part 2

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: olo@linz.govt.nz

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

New Zealand Government

RLS February 2019 V2.1

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): 120-541-919	
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	()
Burglar 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:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- 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:

- a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- 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].

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

DATE:

VENDOR: Rangitahi Limited

Contact Details:

VENDOR'S LAWYERS:

Firm: Tompkins Wake

Individual Acting: Amanda Doyle

Email: amanda.doyle@tompkinswake.co.nz

Contact Details: PO Box 258
Hamilton 3240

Email address for service of notices (clause 1.4): amanda.doyle@tompkinswake.co.nz; tomwake@tomwake.co.nz

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: Private Treaty

Salesperson:

Second Salesperson:

Contact Details:

Licensed Real Estate Agent under Real Estate Agents Act 2008

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