



Application for Building Consent / Project Information Memorandum


SECTION 33 OR SECTION 45, BUILDING ACT 2004



Apply Online: Preferred Option

 ashburtondc.govt.nz
 building@adc.govt.nz

Drop off or Post to:

 2 Baring Square East
Ashburton 7700

Version: 16

Date: Sept 2024

Code: BAM 002 PIMBC

Form: 2

The Building

Site address:

(Street / Road / Township)

Lot 146, Trevors Road , Strowan Fields, Ashburton

Legal description of the land where the building is located:

Lot: 146

DP: TBA

Valuation number:

Building name:

(if applicable)

Number of levels:

(include ground level & any below ground)

1

Level/unit number:

Area: (floor total in m²)

155.24

Current lawfully established use:

(e.g. Dwelling)

Detached Single Dwelling with Garage

Year building first constructed:

(Only applicable to existing buildings, approximate date is acceptable, e.g. 1920's)

2024

Location of project:

(site access description
to provide directions
for inspections etc.)

Lot 146, Trevors Road, Strowan Fields, Ashburton

The Owner

Name of owner:

Shameer Sher Ali

Contact Person:

(If different from owner)

Shameer Sher Ali

Mailing address:

32 Stableford Drive, Pyes Pa, Tauranga 3112

Street address /
registered office:

Contact details:

Landline:

Mobile:

022 397 9442

Daytime no:

After hours no:

022 397 9442

Fax:

Website:

Email address:

shameersherali@gmail.com

The following evidence of ownership is attached to this application: (current within 6 months of issued date)



Copy of Certificate of Title (including deposited plan)

OR

Council to provide (additional cost)



Signed copy of Sale and Purchase Agreement

Copy of Lease Agreement & Owner's Written Permission



Other document showing full name of legal owner(s) of building (e.g. current Rates Invoice)

The Agent

Company Name:	JNF Construction T/A G.J. Gardner Homes (Christchurch South)		
Contact Person:	Michelle Broome and Carl Schwartz		
Mailing address:	PO Box 42067, Tower Junction, Christchurch 8149		
Street address / registered office:	Unit 3/1 Edmonton Road, Hornby South, Christchurch		
Contact details:	Landline: 03 3480519	Mobile:	Daytime no:
After hours no:	Fax:	Website:	
Email address:	construction.christchurchsouth@gjgardner.co.nz		

The Project

I request that you issue the following:

<input checked="" type="checkbox"/> Building Consent and PIM	<input type="checkbox"/> Building Consent Only - No PIM <i>(Compliance Check may apply)</i>
<input type="checkbox"/> PIM Only	<input type="checkbox"/> Building Consent for Existing PIM — PIM Number: <input type="text"/>

Description of Work: *(E.g. Dwelling, Pole Shed, Garage, Commercial Building etc)*

New 3 Bedroom Dwelling with attached garage.

What is the intended use of the building:
(E.g. Residential, Garage)

Will this building work result in a change of use: ☐ Yes ☒ No

If yes, please provide details:

Intended life of the building: ☒ Indefinite but not less than 50 years **OR** Specified as years

Is this a staged consent: ☐ Yes ☒ No

If staged, please provide details:

(E.g. Stage 1 or 4)

List any Building Consents previously issued for this building (if any):

(E.g. A house being relocated or constructed in stages)

Will there be any Hazardous Substances stored in the building: ☐ Yes ☒ No

Estimated value of work (GST Inclusive):

Rounded to the nearest \$1000.00

Geotechnical Report Number: *If a geotechnical report has been included in this application, we require the report reference number to confirm it has been loaded into the Canterbury Geotechnical database.*

Please send all invoices to: ☐ Owner ☒ Agent



The Project Information Memorandum

(Please complete this section only if you have applied for a PIM)

- ☒ Subdivision
- ☒ Alteration to land contours
- ☒ New or altered connection to public utilities
- ☒ New or altered locations and/or external dimensions of buildings
- ☒ New or altered access for vehicles
- ☐ Building work over or adjacent to any road or public place
- ☐ Disposal or stormwater and wastewater
- ☐ Building work over any existing drains or sewers or in close proximity to wells or water mains
- ☐ Rapid Numbers

Other matters known to the applicant that may require authorisation from the Territorial Authority:

The Compliance Schedule

- ☒ There are no specified systems in the building

Are there any specified systems being altered, added to or removed in the course of the building work:

☐

Yes

☐

No

SS Code	Specified Systems <i>Note - A Specified System Template must be completed for each Specified System. This form can be found on our website</i>	Applicable Systems	Specified System Information Template Completed?
1	Automatic Systems for Fire Suppression		
2	Automatic Emergency Warning System for Fire and Other Dangers		
3	Electromagnetic or Automatic Doors or Windows		
4	Emergency Lighting Systems		
5	Escape Route Pressurisation Systems		
6	Riser Mains for use by Fire Services		
7	Automatic Backflow Preventers Connected to a Potable Water Supply		
8	Lifts, Escalators, Travellators, or other systems for moving people or goods within buildings		
9	Mechanical Ventilation or Air Conditioning Systems		
10	Building Maintenance Units Providing Access to Exterior and Interior walls of Buildings		



SS Code	Specified Systems <i>Note - A Specified System Template must be completed for each Specified System. This form can be found on our website</i>	Applicable Systems	Specified System Information Template Completed?
11	Laboratory Fumes Cupboards		
12	Audio Loops or Other Assistive Listening Systems		
13	Smoke Control Systems		
14	Emergency Power Systems for, or Signs relating to, a system of a feature specified in any clauses of 1-13		
15a	Systems for Communicating Spoken Information Intended to Facilitate Evacuation; and		
15b	Final Exits (as defined by clause A2 of the building code) and;		
15c	Fire Separation (as so defined) and;		
15d	Signs for Communicating Information Intended to Facilitate Evacuation; and		
15e	Smoke Separations (as so defined)		
16	Cable Cars		
Purpose Groups:		Fire Hazard Category:	Maximum Occupant Load:

Restricted Building Work

Does this building work include any restricted building work: ☒ Yes ☐ No

If yes, provide the following details of ALL Licensed Building Practitioners who will be involved in carrying out (or supervising) the restricted building work. If these details are unknown at the time of application, they must be supplied before work begins:

(Please note, a memoranda/certificate of design work must be submitted for each LBP involved in the design work)

Licence Class:	LBP Number:	Name AND Mailing Address:	Phone Number:	Work Carried out or Supervised:
Design	BP113632	Ben Solomon ben@nomolos.co.nz	021 277 6436 03 548 2349	
Carpentry	BP123344	Roger Elliott	027 886 2707	



Building Code Compliance

The building work will comply with the building code as follows:

(All plans and specifications must meet minimum requirements set out in the regulations or required by the Building Consent Authority)

Clause (Tick relevant clause numbers of Building Code)	Means of Compliance (Refer to the relevant compliance documents(s) or detail of alternative solution in the plans and specifications; if not applicable, put n/a)	Waiver / Modification Required (State nature of waiver or modification of building code required)
B1 – Structure	NZS3604, B1/AS1, B1AS4	
B2 - Durability	B2/AS1	
C1-C6 – Protection from fire	C1-C6	
D1 – Access routes	D1/AS1	
D2 – Mechanical installations for access		
E1 – Surface water	E1/AS1	
E2 – External Moisture	E2/AS1	
E3 – Internal Moisture	E3/AS2	AS - Prior to installing floor finishes, the 
F1 – Hazardous Agents on Site		
F2 – Hazardous Building Materials	F2/AS1	
F3 – Hazardous Substances and Processes		
F4 – Safety from Falling	F4/AS1	
F5 – Construction and Demolition Hazards	F5/AS1	
F6 – Visibility is Escape Routes		
F7 – Warning Systems	F7/AS1	
F8 – Signs		
F9 – Means of restricting access to residential pools		
G1 – Personal Hygiene	G1/AS1	
G2 - Laundering	G2/AS1	
G3 - Food Preparation and Prevention of Contamination	G3/AS1	
G4 - Ventilation	G4/AS1	
G5 - Interior Environment	G5/AS1	
G6 - Airborne and impact sound		
G7 - Natural Light	G7/AS1	
G8 - Artificial Light		
G9 - Electricity	G9/AS1	
G10 – Piped Services		
G11 – Gas as an Energy Source		
G12 – Water Supplies	G12/AS1 G12/AS2	
G13 – Foul Water	G13/AS1	
G14 – Industrial Liquid Waste		
G15 – Solid Waste		
H1 – Energy Efficiency Provisions	H1/AS1	



Declaration

If acting "for and on behalf", I hereby declare that I am authorised to act as Agent of the Owner.

Signed: *Michelle Broome*

Date: 5.12.2024

Name: Michelle Broome

I am the

Owner:

Agent:



Privacy Information: The information you have provided on this form is required so that your building consent application can be processed under the Building Act 2004. The Council collates statistics relating to issued building consents and has a statutory obligation to regularly forward these to Statistics NZ. The Council stores the information on a public register which must be supplied (as previously determined by the Ombudsman) to whosoever requests the information. Under the Privacy Act 2020 you have the right to see and correct personal information the Council holds about you.

The Documents

(Electronic PDF's preferred – a scanning fee may be charged if hard copy's provided)

- ✓ **Site Plan** - Should include: (All plans are to be dimensioned, scaled and accurate; A3 Preferred)
 - Overview of site showing legal boundaries as per current title
 - Showing existing and proposed structures
 - Distances to boundaries
 - Proposed and existing site levels
 - Utility infrastructure (sewer, water pipes, septic tank etc) where applicable
 - Water races, drains etc
- ✓ **Floor Plan** - Should include: (All plans are to be dimensioned, scaled and accurate; A3 Preferred)
 - Name of ALL rooms incl amenity area (Laundry etc)
 - Layout for all floors. Alterations/additions are to show new and existing
 - Door and window positions and sizes
 - Location of heating unit (if SFH being installed)
 - Location of smoke alarms
 - Gas cylinder location (if using gas)
 - Hot water cylinder location (if HWC being installed)
 - Roof Space access
 - Lintel sizes
 - Main structural beams that are not shown elsewhere
- ✓ **Drainage Layout** – Should Include:
 - Foulwater – showing waste pipes, sizes, grades, venting
 - Foulwater to discharge point
 - Stormwater – pipe sizes, grade, downpipe locations
 - Stormwater drain to discharge point
- ✓ **Foundation Layout** – Should Include:
 - Full foundation layout plan
 - For timber floors, show all pile layout, pile types and bracing location
 - Slab thickenings, shrinkage control joints and reinforcing rebates
- ✓ **Exterior Elevations** – Should include:
 - Elevations of all external walls showing claddings
 - Doors and windows showing opening sections
 - Location of solar panels (if applicable)
 - Accurate ground levels (existing and proposed)
 - Roof bracing (if not shown elsewhere)
- ✓ **Design Documents** – Should include:
 - Weather tightness risk matrix
 - Truss design layout and producer statement
 - Bracing calculations/plan
 - H1 Energy efficiency calculations



✓ **Design Basis** – Should include:

- Wind Zone	h
- Earthquake Zone	2
- Snow Zone/Altitude	87m
- Corrosion Zone <i>(If applicable)</i>	c

✓ **Cross Section and Construction Details** – Should Include:

- Sealing to wet area fixtures and water splash prevention
- Roof lines, overhangs, floor levels, ground levels
- Major vertical dimensions
- Foundation, wall and roof structure materials
- Upper level decks/balconies over lower level room must be fully detailed including the stormwater disposal and overflow precautions
- Stairs, handrails and balustrades showing pitch and head clearances
- Structural connections, posts to footings, beams to posts, trusses or beams to walls
- Component fixing information is to be provided for all structural and framing components
- Foundation and footing details and reinforcing. Show height from finished floor to ground level
- Pile details for timber floors
 - Floor bracing details
 - Timber grades and treatments
 - Damp proof membranes, building papers and insulation materials or systems
 - Flashing details and documents
 - Roof penetrations
 - All other building components that are not otherwise detailed or are unusual in any way

✓ **Specifications** – Should include:

- Must cover all materials used in the project; including fixings of all materials and components

✓ **Application form filled out to the BCA's Satisfaction** – Should include:

- All owner details fully completed; *(this includes email address and postal address)*
- Form signed and dated
- Name and number of contact person *(if not the owner)*
- Project Location *(if different to the physical address)*
- Certificate of Design – If applicable *(LBP Memorandum)*

✓ **Plans and specifications** *(list)*.

Alternative plans and specifications

(if the applicant wants to obtain pre-approval for possible product substitutions).

✓ **Current (CodeMark) product certificate(s).**

Alternative (CodeMark) product certificate(s)

(if the applicant wants to obtain pre-approval for possible product substitutions).

Current (BuiltReady) manufacturer's certificate(s).

✓ **Memoranda (Certificates of Design Work)** from licensed building practitioners who carried out or supervised any design work that is restricted building work.

Project information memorandum.

Development contribution notice.

Certificate attached to project information memorandum.



Important Information:

All the relevant information on this form is required to be provided under the Building Act 2004 and/or Resource Management Act 1991 for the Ashburton District Council to assess your application. Under these Acts this information has to be made available to members of the public if requested. The Council collates statistics relating to issued building consents and has a statutory obligation to regularly forward these to Statistics NZ. The information contained in this application may be made available to other units of the Council. Under the Privacy Act 2020, you have the right to access the personal information held about you by the Council which can be readily retrieved. You can also request that the Council correct any personal information it holds about you.

Terms of Trade

I/We understand that:

Building Consents shall be paid for when the consent is collected or if the consent is not collected within three months after the date of consent being granted, the work done to date portion i.e. admin and processing costs of the account will be due and payable. The balance of the invoice will be payable when the consent is collected.

All other accounts shall be paid by the 20th day of the month following the month in which the invoice is issued.

I/We agree to pay according to these terms for any goods or services you supply to us. Failure to meet these Terms of Trade may result in any credit arrangement being withdrawn with any balance becoming payable within seven days. Should failure to meet the terms of trade result in debt recovery and/or legal proceedings, any costs whatsoever incurred in the collection of the debt including debt collector's fees and commissions and legal costs, charges and expenses on a solicitor and own client basis will be added to the account and will be payable by me/us.

Building Consent (BC)

A Building Consent will be processed within a maximum allowable time of 20 working days provided all the information required has been supplied. Processing time is stopped whenever further information is required and starts again when the correct information is received.

Once the Building Consent has been granted, you will receive notification, which will include an invoice for the fees payable. Once the fees are paid in full, your Building Consent will be issued. Work must not start until the Building Consent is issued, and any Resource Consent requirements have been resolved. A Building Consent lapses and is of no effect if the building work to which it relates does not commence within 12 months after the date of issue of the Building Consent or any further period that the Building Consent Authority may allow.

Inspections

During the process of construction, inspections will be necessary to confirm all work complies with your approved Building Consent documentation. Please phone the Council Building Unit on 03 307 7700 at least 48 hours in advance of requiring an inspection to ensure that this can be arranged. The inspections required will be set out in the Building Consent documentation issued by the Council. Failure to have a prescribed inspection carried out may put the issue of the Code Compliance Certificate at risk. All inspections including re-inspections are subjected to a separate charge, even if carried out on the same day.

Code Compliance Certificate

A Building Consent is not completed until it has been issued with a Code Compliance Certificate. The owner is required to complete a separate application for a Code Compliance Certificate as soon as practicable after the building work is completed. In any event no later than two (2) years after the granting of the Building Consent, Council is required to decide whether or not a Code Compliance Certificate can be issued. If your project will not be completed within two years you will need to apply for a time extension*.

**Fees apply*

Agency

The owner may authorise an agent to submit an application on their behalf.

The Agent will be the first point of contact for all communications with the Council/Building Consent Authority regarding this application under Sections 33 and 45 and if authorised, the application for a Code Compliance Certificate under Section 92 of the Building Act 2004. They will receive all correspondence and must be authorised by the Owner. All amendments require new authorisation.

Advisory Notes for Solid Fuel Heaters

- Environment Canterbury rules relating to solid fuel heaters require that only ultra-low emission wood burners or pellet fires currently listed on the Environment Canterbury website be installed on any property smaller than 2 hectares.
- Any enquiries re solid fuel heaters and their emissions should be referred to: Environment Canterbury - Free Phone 0800 32 4636 - www.ecan.govt.nz
- Wet backs connected to Hot Water Cylinders and Heat Tempering Valves MUST BE Installed by Craftsman Plumber. Council cannot assist with installation instructions.

Disclaimer - Advisory notes are issued on a no-liability basis. They are to assist customers to meet compliance.



Updated: Sept 2024 | Review: July 2025



Memorandum from licensed building practitioner: Certificate of design work

Section 45 and Section 30C, Building Act 2004

Please fill in the form as fully and correctly as possible.

If there is insufficient room on the form for requested details, please continue on another sheet and attach the additional sheet(s) to this form.

THE BUILDING

Street address: Lot 146 Trevors Road

Suburb: Strowan Fields

Town/City: Ashburton

Postcode:

THE OWNER

Name(s): Shameer Sher Ali

Mailing address: 32 Stableford Drive

Suburb: Pyes Pa

PO Box/Private Bag:

Town/City: Tuaranga

Postcode:

Phone number:

Email address:

BASIS FOR PROVIDING THIS MEMORANDUM

I am providing this memorandum in my role as the: Please tick the option that applies (✓)	
()	sole designer of all of the RBW design outlined in this memorandum – I carried out all of the RBW design myself – no other person will be providing any additional memoranda for the project
()	lead designer who carried out some of the RBW design myself but also supervised other designers – this memorandum covers their RBW design work as well as mine, and no other person will be providing any additional memoranda for the project
(✓)	lead designer for all but specific elements of rBW – this memorandum only covers the RBW design work that I carried out or supervised and the other designers will provide their own memoranda relating to their specific RBW design
()	specialist designer who carried out specific elements of RBW design work as outlined in this memorandum – other designers will be providing a memorandum covering the remaining RBW design work

IDENTIFICATION OF DESIGN WORK THAT IS RESTRICTED BUILDING WORK (RBW)

I, Ben Solomon carried out / supervised the following design work that is restricted building work

PRIMARY STRUCTURE: B1

Design work that is restricted building work	Description	Carried out/ supervised	Reference to plans and specifications
Primary structure			
All RBW Design work relating to B1 (✓)		(✓) Carried out () Supervised	
Foundations and subfloor framing (✓)	<i>Allied Ready Super Slab with QuickEdge</i>	() Carried out () Supervised	A02, A12, A14, A16
Walls (✓)	<i>Timber framing as per NZS3604-2011</i>	(✓) Carried out () Supervised	A04, A12,
Roof (✓)	<i>Battens Soffit framing and roof bracing as per NZS3604-2011, Truss design verified (only)</i>	(✓) Carried out (✓) Supervised	A10, A11, A12, A14
Columns and beams ()		() Carried out () Supervised	
Bracing (✓)	<i>Sheet Bracing</i>	(✓) Carried out () Supervised	A05, A06, A07
Other (X)		() Carried out () Supervised	

EXTERNAL MOISTURE MANAGEMENT SYSTEMS: E2

All RBW design work relating to E2 (✓)		(✓) Carried out () Supervised	
Damp proofing (✓)	<i>Under slab</i>	(✓) Carried out () Supervised	A02, A12, A14, A16
Roof cladding or roof cladding system (✓)	<i>Metal tiles on roof underlay</i>	(✓) Carried out () Supervised	A10, A11, A12, A14
Ventilation system (for example, subfloor or cavity) (✓)	<i>Cavity to wall cladding</i>	(✓) Carried out () Supervised	A04, A11, A12, A14, A15, A16
Wall cladding or wall cladding system (✓)	<i>Brick veneer / 50mm calcrete on wall underlay</i>	(✓) Carried out () Supervised	A04, A11, A12, A14, A15, A16
Waterproofing (X)		() Carried out () Supervised	
Other (X)		() Carried out () Supervised	

FIRE SAFETY SYSTEMS: C1 – C6

Emergency warning systems, evacuation and fire service operation systems, suppression or control systems, or other	(X)		() Carried out () Supervised	
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Note: The design of fire safety systems is only restricted building work when it involves small-to-medium apartment buildings as defined by the Building (Definition of Restricted Building Work) Order 2011.

Note: continue on another page if necessary.

WAIVERS AND MODIFICATIONS

Waivers or modifications of the building code are required () Yes (✓) No

If Yes, provide details of the waivers or modifications below:

Clause	Waiver/modification required
<i>[List relevant clause numbers of building code]</i>	<i>[Specify nature of waiver or modification of building code]</i>

Note: continue on another page if necessary.

ISSUED BY

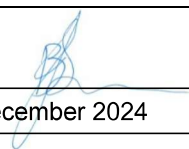
Name: Ben Solomon	LBP or Registration number: BP113632
The practitioner is a: <input checked="" type="checkbox"/> Design LBP <input type="checkbox"/> Registered architect <input type="checkbox"/> Chartered professional engineer	
Design Entity or Company (optional): Nomolos Architecture	
Mailing address (if different from below):	
Street address / Registered office: 750 Taylor Pass Road	
Suburb: Blenheim	Town/City: Blenheim
PO Box/Private Bag:	Postcode: 7240
Phone number: 03 578 2349	Mobile: 021 277 6436
After Hours:	Fax:
Email address: ben@nomolos.co.nz	Website:

DECLARATION

I Ben Solomon *[name of practitioner]*, LBP,

state that I have applied the skill and care reasonably required of a competent design professional in carrying out or supervising the Restricted Building Work (RBW) described in this form, and that based on this, I also state that the RBW:

- Complies with the building code; or
- ~~Complies with the building code subject to any waiver or modification of the building code recorded on this form.~~

Signature: 

Date: 3 December 2024

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: 24/12/2021 *10th January 2022*

VENDOR: Strowan Fields Limited

PURCHASER: *Shaukat Shaukat Virani*

and/or nominee

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:

Yes/No-

PROPERTYAddress: Trevors Road, Ashburton (Lot 146 Stage 5, Strowan Fields)Estate: **FREEHOLD**~~LEASEHOLD~~~~STRATUM-IN-FREEHOLD~~~~STRATUM-IN-LEASEHOLD~~~~CROSS-LEASE (FREEHOLD)~~~~CROSS-LEASE (LEASEHOLD)~~

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

Legal Description:

Area (more or less): 576m² Lot/Flat/Unit: 146 DP:

Record of Title (unique identifier):

as per attached subdivision plan, being a subdivision of Lot 17 DP 33764 (Record of Title CB13B/504)

PAYMENT OF PURCHASE PRICEPurchase price: \$ 212,000

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ 10% of the purchase price to be paid to the Vendor's Solicitor's Trust Account on confirmation of this Agreement

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)

See Further Terms of Sale attached

Finance required (subclause 9.1):

Yes/No

OIA consent required (subclause 9.6):

Yes/No

Finance date:

OIA date (subclause 9.8):

LIM required (subclause 9.3):

Yes/No

Land Act consent required (subclause 9.7):

Yes/No

Building report required (subclause 9.4):

Yes/No

Land Act date (subclause 9.8):

Toxicology report required (subclause 9.5):

Yes/No

TENANCIES

Name of Tenant(s):

Yes/No

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

SALE BY: PB Ashburton

Property Brokers Ltd

217 West Street

ASHBURTON 7700

PH: (03) 307 9176

Manager: Murray Young

Salesperson: Robert Harnett AREINZ

ashburton@propertybrokers.co.nz

Licensed Real Estate Agent under Real Estate Agents Act 2008

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

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: Strowan Fields Limited

PURCHASER:

and/or nominee

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:

Yes/No

PROPERTY

Address: Trevors Road, Ashburton (Lot ; Stage 5, Strowan Fields)

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

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

Legal Description:

Area (more or less):

Lot/Flat/Unit:

DP:

Record of Title (unique identifier):

as per attached subdivision plan, being a subdivision of Lot 17 DP 33764 (Record of Title CB13B/504)

PAYMENT OF PURCHASE PRICE

Purchase price: \$

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ 10% of the purchase price to be paid to the Vendor's Solicitor's Trust Account on confirmation of this Agreement

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OR

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14 % p.a.

CONDITIONS (refer clause 9.0) See Further Terms of Sale attached

Finance required (subclause 9.1):

Yes/No

OIA consent required (subclause 9.6):

Yes/No

Finance date:

OIA date (subclause 9.8):

LIM required (subclause 9.3):

Yes/No

Land Act consent required (subclause 9.7):

Yes/No

Building report required (subclause 9.4):

Yes/No

Land Act date (subclause 9.8):

Toxicology report required (subclause 9.5):

Yes/No

TENANCIES

Name of Tenant(s):

Yes/No

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

SALE BY: PB Ashburton
Property Brokers Ltd
217 West Street
ASHBURTON 7700
PH: (03) 307 9176Manager: Murray Young
Salesperson: Robert Harnett AREINZ

ashburton@propertybrokers.co.nz

Licensed Real Estate Agent under Real Estate Agents Act 2008

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

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:
 - (a) An electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines; or
 - (b) A bank cheque, but only in the circumstances permitted by the PLS Guidelines and only if it has been paid 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 Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of 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) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (25) "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 subclause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (26) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- ~~(27) "Rules" means body corporate operational rules under the Unit Titles Act.~~
- (28) "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.
- (29) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under subclause 3.8.
- (30) "Settlement date" means the date specified as such in this agreement.
- (31) "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.
- (32) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (33) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (34) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.

~~(35) "Unit title" means a unit title under the Unit Titles Act.~~

~~(36) "Unit Titles Act" means the Unit Titles Act 2010.~~

(37) "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 subclause 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 subclause 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 subclause 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

- (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.

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) subclause 6.2(3)(c), or~~
 - ~~(ii) sections 36 or 37 of the Contract and Commercial Law Act 2017; or~~
 - ~~(b) avoided pursuant to subclause 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 subclause 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 subclause 3.12 or 3.13, or for any deduction allowed to the purchaser under subclause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to subclause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to subclause 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 subclause 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 subclause 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 subclause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement, ~~provided that where payment by bank cheque is permitted under the PLS Guidelines, payment may be made by the personal delivery of a bank cheque to the vendor's lawyer's office, so long as it is accompanied by the undertaking from the purchaser's lawyer required by those Guidelines.~~

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 subclause, 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 subclause 3.12(1).
 - (3) If the parties are unable to agree upon any amount payable under this subclause 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 subclause 3.13:
- (a) the default period means:
 - (i) in subclause 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 subclause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in subclause 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 subclause 3.13(2)(b) during the default period. A purchaser in possession under this subclause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 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 subclause 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 subclause 3.13(2)(b) during the default period.
- (6) The provisions of this subclause 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 subclause 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 subclause 3.14 or subclause 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 subclause 8.2(3), then the vendor may extend the settlement date.
- (a) where there is a deferment of the settlement date pursuant to subclause 3.14, to the tenth working day following 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 subclause 3.15, to the tenth working day following 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 following 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) Subclause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

4.0 Residential Land Withholding Tax

4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:

- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and

- (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
- (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
- (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
- (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
- (b) any costs payable by the vendor under subclause 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 subclause 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 subclause 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 subclause 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 subclause 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 subclause 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) in the case of a property 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 subclause 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.~~
- and no compensation will be claimed by the Purchaser or given by the Vendor.

- (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 subclause 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 subclause 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.~~
- (a) ~~from any local or government authority or other statutory body, or~~
- (b) ~~under the Resource Management Act 1991, or~~
- (c) ~~from any tenant of the property, or~~
- (d) ~~from any other party,~~
- ~~has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.~~
- 7.4 ~~If the property is or includes part only of a building, the warranty and undertaking in subclause 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.~~
- (1) ~~to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building,~~
- (2) ~~the building has a current building warrant of fitness, and~~
- (3) ~~the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.~~
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
- (2) Any 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.
- (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
- (4) ~~Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.~~
- 8.0 Unit title and cross-lease provisions**
- Unit Titles**
- 8.1 ~~If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.~~
- 8.2 ~~If the property is a unit title, the vendor warrants and undertakes as follows.~~
- (1) ~~The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.~~
- (2) ~~Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.~~
- (3) ~~Not less than five working days before the settlement date, the vendor will provide.~~
- (a) ~~a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act, and~~
- (b) ~~a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.~~
- (4) ~~There are no other amounts owing by the owner under any provision of the Unit Titles Act.~~
- (5) ~~There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.~~
- (6) ~~No order or declaration has been made by any Court against the body corporate or the owner under any provision of the Unit Titles Act.~~
- (7) ~~The vendor has no knowledge or notice of any fact which might result in.~~
- (a) ~~the owner or the purchaser incurring any other liability under any provision of the Unit Titles Act, or~~
- (b) ~~any proceedings being instituted by or against the body corporate, or~~
- (c) ~~any order or declaration being sought against the body corporate or the owner under any provision of the Unit Titles Act.~~
- (8) ~~The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.~~
- (9) ~~No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.~~
- (10) ~~No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for.~~
- (a) ~~the transfer of the whole or any part of the common property,~~
- (b) ~~the addition of any land to the common property,~~
- (c) ~~the cancellation of the unit plan, or~~

- (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, 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 subclause 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 subclause 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 subclauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under subclause 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 on the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.~~
- (2) ~~If the purchaser avoids this agreement for failing to arrange finance in terms of subclause 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 ~~LTM condition~~
- (1) ~~If the purchaser has indicated on the front page of this agreement that a LTM is required:~~
- (a) ~~that LTM is to be obtained by the purchaser at the purchaser's cost,~~
- (b) ~~the purchaser is to request the LTM on or before the fifth working day after the date of this agreement, and~~
- (c) ~~this agreement is conditional upon the purchaser approving that LTM, provided that such approval must not be unreasonably or arbitrarily withheld.~~
- (2) ~~If, on reasonable grounds, the purchaser does not approve the LTM, 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 LTM. If through no fault of the purchaser, the LTM 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 subclause 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 LTM, this condition shall not have been fulfilled and the provisions of subclause 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 subclause 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 subclause 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 a date 65 working days from 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 a date 20 working days from 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 claims a right to compensation for:
 - (a) a breach of any term of this agreement; or
 - ~~(b) a misrepresentation; or~~
 - ~~(c) a breach of section 9 or section 14 of the Fair Trading Act 1986; or~~
 - ~~(d) an equitable set off; or~~

- (2) there is a dispute between the parties regarding any amounts payable:
- (a) under subclause 3.12 or subclause 3.13; or
 - (b) under subclause 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 (except for claims made after the settlement date for amounts payable under subclause 3.12 or subclause 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 the agreement, or the claim under subclause 3.12, subclause 3.13 or subclause 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.
- 10.4 If the claimant is unable to give notice under subclause 10.3 in respect of claims under subclause 10.2(1) or subclause 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 subclause 11.1.
- 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 subclause 10.2(1) but the vendor disputes the purchaser's right to make that claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under subclause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim 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 New Zealand Law Society. The appointee's costs shall be met by the party against whom the determination is made.
- ~~10.7 If the purchaser makes a claim for compensation under subclause 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 right to make that claim.~~
- 10.8 If it is accepted, or determined under subclause 10.6, that the purchaser has a right to claim compensation under subclause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under subclause 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 New Zealand Law Society;
 - (3) the interim amount must be a reasonable sum having regard to all of the circumstances, except that where the claim is under subclause 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;
 - (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 subclause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally 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 New Zealand 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;
 - (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 subclause 10.6(2) or subclause 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 subclauses, 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.
- 10.10 The procedures prescribed in subclauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of the contract.
- 10.11 A determination under subclause 10.6 that the purchaser does not have a right to claim compensation under subclause 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 subclause 10.6 or subclause 10.8, that person 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.

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 either in all material respects ready, able, and willing to proceed to settle in accordance with clauses 3.0 and 10.0 or is not so ready, able, and willing 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 subclause 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 subclause shall be deemed the settlement date for the purposes of subclause 11.1.
- (3) The vendor may give a settlement notice with a notice under this subclause.
- (4) For the purpose of this subclause 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 subclause 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 subclause 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; and
- (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

- 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 subclause 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 subclause 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 subclause shall be deemed the settlement date for the purposes of subclause 11.1.
 - (3) The vendor may give a settlement notice under subclause 11.1 with a notice under this subclause.

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 subclauses 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 subclause 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 subclause 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 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 any person enters into this agreement as trustee of a trust and if that person has no right to or interest in any assets of the trust, except in that person's capacity as a trustee of the trust, then that person's liability under this agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount").
- 16.2 If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

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 subclause 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 1993.
- 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 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.

FURTHER TERMS OF SALE

See attached Further Terms of Sale



STAGE 5 STROWAN FIELDS

FURTHER TERMS OF SALE (10 pages)

20 The Vendor is not the current registered proprietor of the Property, but warrants that prior to settlement under this Agreement it will own the Property, and will be able to comply with its settlement obligations under this Agreement, at the Settlement Date.

21 Definitions

"Consents" means all subdivision, resource and all other consents and authorities reasonably required to complete the subdivision of the Land.

"Council" means Ashburton District Council.

"Development" means the residential development located at Trevors Road, Ashburton known as "Strowan Fields" including but not limited to the Stage 5 Development, the existing and future recreational facilities, dwellings, open spaces, walkways, car parking, and all other associated infrastructure, of which the Property and the Land forms part.

"Land" means Lot 17 on DP 33764 contained in Record of Title CB13B/504 or any subsequent Record of Title, to be subdivided by the Vendor in accordance with the Subdivision Plan.

"LINZ" means Land Information New Zealand.

"Lodge any Submission" means personally or through any agent or servant to directly or indirectly lodge or support in any way any objection or submission to a Planning Proposal and includes (without limitation) taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Property" means an estate in fee simple in that piece of Land containing square metres more or less being Lot , more particularly shown outlined on the Subdivision Plan attached being part of the Land to be subdivided in accordance with this Agreement. The Property is to be comprised and described in a separate Record of Title to issue in accordance with this Agreement. The Purchaser acknowledges that the layout and dimensions of the Property may have changed from their initial inspection of the Property and the Subdivision Plan.

"Restrictive Covenants" means the restrictive covenants to be registered against the Property in accordance with clause 37.

"Stage 5 Development" means the subdivision of the Land in accordance with the Subdivision Plan and the development of Stage 5 (as specified in Schedule 1) at Strowan Fields.

"Subdivision Plan" means the plans showing the Stage 5 Development annexed to this Agreement in Schedule 2 and/or any updated subsequent plans prepared for and on behalf of the Vendor from time to time.

"Territorial Authority" means a Territorial Authority within the meaning of the Local Government Act 2002.

22 Form and Content

22.1 This Agreement is subject to and conditional upon the Purchaser's solicitor's approval as to the form of this Agreement and the existing underlying Record of title within 15 working days from the date of this Agreement. This clause is inserted for the sole benefit of the Purchaser.

23 Joint Conditions Subsequent

- 23.1 This Agreement is subject to and conditional upon the Vendor obtaining the issue of a separate Record of Title for the Property and the Vendor advising the Purchaser or the Purchaser's solicitor in writing (including email and without requiring any acknowledgement or receipt by the Purchaser's solicitor) that a search copy of the Record of Title is available.
- 23.2 If for any reason the Vendor has not obtained a separate Record of Title for the Property by 5pm on 1 December 2024, then either party may cancel this Agreement by notice in writing to the other. Notwithstanding this, the Purchaser will not be entitled to cancel this Agreement under this clause unless the Purchaser has first given the Vendor sixty (60) working days' notice in writing after 1 December 2024, of its intention to cancel, and the Vendor has failed within that time to provide the Purchaser with a search copy of the new Record of Title for the Property. No notice of cancellation will be effective if, before notice is received the Vendor's solicitor, or the Vendor gives to the Purchaser's solicitor a search copy of the new Record of Title to issue for the Property. Upon cancellation the Purchaser will be entitled to a refund of the deposit paid and neither party will have a claim against the other.
- 23.3 The Vendor gives no warranty as to the date when the plan will deposit nor as to if and/or when the new Record of Title for the Property will be issued by LINZ.

24 Deposit/Purchase Price

- 24.1 A deposit of 10% of the Purchase Price is payable by the Purchaser to the Vendor's solicitor's trust account ("Stakeholder") on confirmation of clause 22.
- 24.2 The balance of the Purchase Price is to be paid by the Purchaser to the Stakeholder's trust account on the Settlement Date which is five (5) working days from the date that a search copy of the separate Record of Title for the Property is made available in writing (including email without acknowledgement by the Purchaser's solicitor) to the Purchaser's solicitor by the Vendor's solicitor.

25 Investment and Accounting for Deposit

- 25.1 The Vendor's solicitor will hold the deposit as Stakeholder and the net interest earned on the deposit will be held on trust for the Vendor and the Purchaser on the following terms and conditions:
- (a) the deposit will be invested by the Stakeholder in an interest bearing trust account established in the name of the Stakeholder;
 - (b) the Stakeholder will authorise the Inland Revenue Department to credit the resident withholding tax to the Purchaser's account with the Inland Revenue Department;
 - (c) the Vendor and the Purchaser irrevocably and unconditionally authorise the Stakeholder to make the payments referred to in clause 25.1(b) (as the case may be) without further authority from, or reference to, them; and
 - (d) contemporaneous with all conditions contained in this Agreement being fulfilled and/or waived the deposit plus interest (if any) less applicable resident withholding tax and commission will be released to the Vendor.

25.2 If this Agreement is cancelled:

- (a) as a result or default by the Purchaser, the deposit plus interest (if any) less applicable resident withholding tax and commission will be paid to the Vendor; or
- (b) for any other reason, the deposit plus interest (if any) less applicable resident withholding tax and commission will be paid to the Purchaser.

26 No liability

26.1 The Stakeholder will not be liable to any party by reason of any delay in investing the deposit or any failure on the part of the bank with whom 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 with a bank to be nominated by the Vendor as soon as reasonably practicable.

27 Completion of Subdivision Works

27.1 The Vendor will:

- (a) procure a Resource Consent from the Council for the Subdivision;
- (b) use its best endeavours and do all things reasonably required to ensure the deposit of the Subdivision Plan at LINZ at the earliest possible date; and
- (c) complete the works in a proper and workmanlike manner and, subject to the provisions of this Agreement, substantially in accordance with the Consents.

28 No time period

28.1 The Vendor is not obliged to obtain the deposit of the Subdivision Plan by any fixed date, nor will the Purchaser be entitled to make any claim against the Vendor for any delays which may occur in the deposit of the Subdivision Plan and the issue of the separate Record of Title for the Property.

29 Subdivision Plan

29.1 The Vendor will at the Vendor's cost:

- (a) prepare the Subdivision Plan;
- (b) comply with any statutory or other lawful requirements of the Territorial Authority relating to the Development;
- (c) obtain approval of the Subdivision Plan by the Territorial Authority and LINZ; and
- (d) deposit the Subdivision Plan and take all other steps necessary to obtain a separate Record of Title for the Property.

30 No Separate Title

30.1 The Purchaser acknowledges that a separate Record of Title has not yet issued for the Property.

31 Vendor's Works

31.1 The Vendor and its surveyors, consultants, engineers, contractors, subcontractors, workers or any of them will have the right to enter upon the Property and adjoining Land at all times before settlement with all such plant, machinery, vehicles and equipment and to do all such work as will in the opinion of the Vendor and/or its engineers and/or its contractors be necessary or desirable to complete the Stage 5 Development and, without limiting the generality of the foregoing, including the right:

- (a) to contour, landscape, excavate and/or fill any part of the Property and any part of the Development;
- (b) to cut and/or remove any materials and/or vegetation including trees (if necessary) without in any case being liable for damage or to make any compensation whatsoever to the Purchaser or any person claiming through or under the Purchaser;
- (c) to erect, install and construct electricity, sewer, storm water, gas and telephone cables and pipes, and to install on the Property and on any part of the Development any transformer, junction box or other installation necessary or desirable for the reticulation of the services mentioned above; and
- (d) to carry out any other act, matter, work or thing that may in the sole discretion of the Vendor be necessary or desirable to complete the Development of which the Property forms part, all of which work is to be carried out in accordance with the requirements of the local authority having jurisdiction and the Vendor will not be liable for any damage caused to the Development and the Property arising out of those works nor will any compensation, deduction or other allowance be made from the Purchase Price.

31.2 The Vendor shall pay the Development Contribution payable to the Council relating to the Property as at that date of this Agreement of \$7,357.00 including GST provided that, if there is any increase to that amount, that is payable upon the issue of the Record of Title or on the Settlement Date, such increased amount shall be payable by the Purchaser.

32 Easements and Encumbrances

32.1 The Purchaser agrees and acknowledges that it is purchasing the Property subject to such restrictions as may be imposed or required by the Council as a condition of its approval of the Subdivision Plan and granting of any Consents. The Property is sold subject to all existing encumbrances, restrictions, land covenants, consent notices, rights, obligations, easements and drainage rights attaching to the Land (unless removed prior to the Settlement Date by the Vendor and the Vendor shall be entitled to do so in the Vendor's absolute discretion), and to any further encumbrances, restrictions, land covenants, consent notices, rights, obligations, easements, drainage rights or structures which may be required in order to satisfy any terms and conditions of the approval of the Subdivision Plan and the granting of any Consents by the Council or any other authority whatsoever in relation to or in respect of the Subdivision Plan. The Purchaser agrees to purchase the Property and to take title subject to all and any such encumbrances, restrictions, land covenants, consent notices, rights, obligations, easements, structures and drainage rights.

32.2 The Vendor reserves the right to grant, create or receive any further encumbrances, restrictions, land covenants, consent notices, rights, obligations, easements, drainage rights or structures which the Vendor deems desirable. The Vendor will notify the Purchaser of the proposed interests, their location and the proposed terms of such interests. The Purchaser will not be entitled to object to, or requisition, the grant or receipt of such interests provided that:

- (a) they do not materially adversely affect the value of the Property; and
- (b) they will not materially adversely affect the Purchaser's proposed use and future enjoyment of the Property.

32.3 Nothing in this clause shall limit the right of the Vendor to alter the configuration of any neighbouring or other lot or roading within the Subdivision, or to alter or remove any designated reserves.

33 Area Approximate

33.1 The area of the Property shown in the Subdivision Plan is approximate only and is subject to a check by the Vendor's surveyor, the Council or LINZ and to any variation which may be found necessary upon such check or which the Council or LINZ may require.

34 Objections or Requisitions

34.1 The Purchaser will not be entitled to make any objection or requisition or claim for compensation by reason of any alteration or variation to the Subdivision Plan as may become necessary by the direction of the Territorial Authority or by the practical exigencies of the Stage 5 Development. The Vendor reserves the right at any time to alter or vary the Plan (including, but not limited to, the addition, alteration, variation or cancellation of any proposed easement shown on any such Subdivision Plan) in such manner as the Vendor in its sole and absolute discretion considers appropriate having regard to the circumstances provided that in the event of any variation being more than plus or minus five percent (5%) of the total area of the Property, the Purchase Price together with any GST should be adjusted accordingly on a cost per square metre basis. In the event of any variation being up to plus or minus five percent (5%) of the total area of the Property, no adjustment is to be made to the Purchase Price and no compensation should be payable to or by either party to this Agreement.

35 No Caveat

35.1 The Purchaser warrants that it will not lodge a caveat against the Vendor's title to the Land or on the separate Record of Title to the Property prior to settlement. The Purchaser acknowledges that this obligation is an essential term of this Agreement, breach of which will entitle the Vendor to terminate this Agreement if the caveat is not withdrawn within five (5) working days after the service by the Vendor of a written notice on the Purchaser requiring the Purchaser to withdraw the caveat. If the Purchaser registers any caveat or procures the registration of any caveat in breach of this clause, the Purchaser will pay to the Vendor liquidated damages of \$1,000.00 per day for so long as the caveat prevents the deposit of the Subdivision Plan.

36 Fencing

36.1 The parties agree that the Vendor or their Nominee will be responsible for constructing and completing the side and rear boundary fences (but not any front fencing or roadside fencing) on the Property prior to settlement in accordance with the Restrictive Covenants. The Purchaser acknowledges and agrees that the Vendor will not be liable to pay or contribute towards the expense of any maintenance or on-going cost of any boundary fence after settlement, but this proviso will not enure for the benefit of any subsequent purchaser of any adjacent Lot of the Property.

36.2 The Purchaser acknowledges that if the Property borders a Council Reserve, the Council will not be liable to pay or contribute towards the expense of erection or maintenance of any fence between the Property and the Reserve.

37 Covenant to be registered on Title

- 37.1 The Purchaser acknowledges that the Vendor will register a restrictive covenant in the form of the Restrictive Covenants attached at Schedule 3, for the benefit of all Lots created by the Stage 5 Development.
- 37.2 The Purchaser acknowledges that the Vendor reserves all rights to amend the Restrictive Covenants as required either by the Council or at their own discretion, prior to their registration on the separate Record of Title to the Property. The Purchaser agrees to purchase the Property and take title subject to all and any such covenants as are registered by the Vendor.
- 37.3 The Purchaser shall execute any document necessary to register any Restrictive Covenants.
- 37.4 Nothing contained in this Agreement shall make it obligatory for the Vendor to enforce any of the Covenants against any other owner of land in the Subdivision of which the Property forms part for itself or on behalf of any other owner or owners.
- 37.5 The Purchaser acknowledges that different stages of the Development by the Vendor may include covenants which differ from the Restrictive Covenants attached and/or that are registered by the Vendor on the Property.

38 On-going Development

- 38.1 The Vendor will apply for all necessary Consents for the further subdivision of land contained within the Development. The Purchaser agrees that the Restrictive Covenants will include provisions specifying that the Purchaser will not object to, and will support when asked by the Vendor, any current or future applications for subdivision consent relating to the Development.
- 38.2 The Purchaser also agrees to do nothing that would adversely affect the progress of the Development and any future subdivision that the Vendors may wish to complete on any part of the land contained within the Development retained by the Vendor.

39 Power of Attorney

- 39.1 In consideration of the Vendor entering into this Agreement, the Purchaser irrevocably nominates, constitutes and appoints the Vendor or any nominee 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 (without limitation):
 - (a) to ensure the Purchaser's obligations under this Agreement are met;
 - (b) to complete the Development; and
 - (c) to discharge any caveat registered against the Land by the Purchaser that is not in accordance with clause 35.
- 39.2 The Purchaser will, if called upon to do so, enter into and execute the Deed of Appointment of Power of Attorney in favour of the Vendor or any nominee of the Vendor on the terms and for the purposes set out in clause 39.
- 39.3 Production of this Power of Attorney to the Purchaser's solicitor, agent or mortgagee from time to time shall without further requirement or reference to the Purchaser comprise an irrevocable and unconditional authorisation and instruction to the person involved or the Purchaser's mortgagee to execute any consent sought by the Vendor in relation to the Property and/or the Development and the deposit of any survey plan

and the issue of titles from that survey plan and to do all other things necessary to facilitate such registration.

40 Purchaser's Own Judgment

- 40.1 The Purchaser enters into this Agreement entirely in reliance on the Purchaser's own judgment and not in reliance upon any statement, representation or warranty made by the Vendor or the Vendor's agent. The Purchaser also acknowledges that any artists or computer impression commissioned by the Vendor is purely an interpretation of what the Development might resemble and does not amount to a warranty or representation that the Development will resemble any such impression.
- 40.2 The Purchaser is deemed to have made all enquiries appropriate in order to ascertain the use to which the Property may be put and any performance standards which may be applicable to the Property either by reason of the Resource Management Act 1991, any Transitional Plan, Proposed Plan or Operative Plan compiled pursuant to the Resource Management Act 1991 or any other Act, Regulation, bylaw or other authority of any sort.

41 Sale of Land

- 41.1 The Purchaser agrees not to sell, transfer or otherwise effectively dispose of the Property within two (2) years of settlement of this Agreement unless either:
- (a) The Vendor has given its prior written consent; or
 - (b) The Purchaser has completed the construction on the Property and obtained a Code of Compliance Certificate for the dwelling and is compliant with the Restrictive Covenants.
- 41.2 If the Purchaser acts in contravention of this clause, they will pay liquidated damages to the Vendor of \$400.00 for every day that the Purchaser remains in breach of this clause.

42 IRD

- 42.1 Accruals: The Purchase Price specified in this Agreement is the lowest price that the Vendor and Purchaser would have agreed upon for the sale and purchase of the Property under the rules relating to the accrual treatment of income and expenditure in the Income Tax Act 2007 on the basis that no income and expenditure arises out of those rules.
- 42.2 Lowest Purchase Price – Deferred Payment Disposition: It is hereby acknowledged that the Purchase Price represents the lowest price at which a person could have purchased the Property from the Vendor on the basis of payment being made in full at the time this Agreement was made.
- 42.3 Lowest Purchase Price – No Capitalised Interest: It is hereby acknowledged that the Purchase Price does not include any capitalised interest and the parties agree that the "lowest price" for the purpose of the definition of "core acquisition price" in the relevant sections of the Income Tax Act 2007 is equal to the Purchase Price.

43 No Waiver

- 43.1 No failure or delay by any party in exercising any power or right under this Agreement will operate as a waiver of that power or right. Similarly, no single or partial exercise of a right or power will prevent any other or future exercise of the same, or any other, right or power under this Agreement.

44 Force Majeure

IGD-210855-153-5-V1

44.1 In the event that war, civil disorder, monetary or economic developments, act of Government or other factors beyond the reasonable control of the Vendor whether similar or not ("Specified Event") prevents the Vendor from commencing, continuing, or completing the Stage 5 Development of which the Property forms part or renders it impracticable for the Vendor to commence, continue or complete the Stage 5 Development, then the Vendor may by notice in writing to the Purchaser advise of the Specified Event and cancel this Agreement and the deposit will be returned in full to the Purchaser.

45 Assignment of Vendor's Interest

45.1 The Purchaser acknowledges that the Vendor may assign all its rights, powers, remedies and obligations under this Agreement and the Purchaser consents to any such assignment subject to the assignee company executing written acknowledgement that it is bound to perform the obligations imposed upon the Vendor under this contract for the benefit of the Purchaser.

45.2 Immediately the assignee company has executed the acknowledgement referred to in clause 45.1 above, the Vendor will no longer be liable to the Purchaser for the performance or observance of any of the Vendor's obligations imposed under this Agreement.

46 GST Payment

46.1 If required the Purchaser will pay the amount of Goods and Services Tax (GST) payable under this Agreement to the Vendor on the earlier of:

- (a) possession in accordance with clause 24.2; or
- (b) the date which is five (5) working days prior to the date the Vendor must account to the Inland Revenue Department for such GST.

47 Purchaser's Covenants And Obligations

47.1 In consideration of the Vendor entering into this Agreement the Purchaser covenants with the Vendor and the Developer that the Purchaser will not at any time:

- (a) lodge any submission against any Planning Proposal to subdivide, develop or use any part of the Development;
- (b) complain about, bring any proceedings in respect of, interfere with, prevent, hinder, obstruct or otherwise oppose in any way the Development;
- (c) take any action, either directly or indirectly which would be a breach of any covenants or encumbrances.

47.2 Without limitation, this clause 47 binds the successors in title to the Purchaser for the benefit of the successors in title to the Vendor and the covenants referred to in this clause 47 are included in the Restrictive Covenants to be registered on the title to the Property.

47.3 The Purchaser (and successors in title) will provide any necessary written approval to any Planning Proposal if requested by the Vendor and in the event of failing to do so the Vendor will be entitled to provide a copy of this clause 47 to the Territorial Authority as evidence that such written approval is given.

48 Interpretation and Execution

48.1 If there is a conflict between the provisions of these Further Terms of Sale and the provisions of any of the General Terms of Sale of this Agreement or any Schedules to this Agreement, the provisions of these Further Terms of Sale will prevail.

48.2 The Purchaser and the Vendor acknowledge that the Purchase Price, deposit and any other sums referred to in this Agreement are expressed to be and are payable in New Zealand dollars.

49 Further Assurances

49.1 The Purchaser agrees to execute and deliver any documents, including without limitation, the deed of appointment of power of attorney in clause 39 and any document required under the Restrictive Covenants and to do all things as may reasonably be required by the Vendor to obtain the full benefit of this Agreement according to its true intent.

50 Compliance with the Overseas Investment Act 2005

50.1 Unless the Purchaser has indicated otherwise in this Agreement, the Purchaser warrants and undertakes that they are eligible to purchase residential land under the Overseas Investment Act 2005.

50.2 The Purchaser has signed and completed an Overseas Investment Office Residential Land Statement attached at Schedule 4 to this Agreement and if has not done so as at the date of this Agreement, will provide a signed and completed Statement to the Vendor's Solicitor within 5 working days of the date of this Agreement.

51 Entire Agreement

51.1 This Agreement is the entire agreement between the parties and supersedes any prior correspondence, discussion or arrangement.

51.2 The Purchaser irrevocably and unconditionally waives any right the Purchaser may have to claim damages for any misrepresentation, arrangement, understanding or agreement not contained in this Agreement or for any breach of any representation not contained in this Agreement (unless such misrepresentation or representation was made fraudulently).

52 Guarantee

52.1 Where the Purchaser is a company, in consideration of the Vendor entering into this Agreement at the request of the directors of the Purchaser, each of those directors shall execute the Guarantee below.

We, _____ and _____ Limited and in consideration being Directors of _____ for the Vendor's performance of this Agreement hereby jointly and severally personally guarantee to the Vendor the due performance of the obligations of the Purchaser in terms of this Agreement including the payment of all moneys due by the Purchaser. This guarantee shall remain in full force and effect until such time as all of the Purchaser's obligations are completed in terms of this Agreement.

Dated this _____ day of _____ 20____

.....

Director

In the presence of:

Witness' signature:

Witness' name:

Occupation:

Address:

- 53 The Purchaser acknowledges and accepts that a person related to Property Brokers Limited has an interest in the Property (as defined in section 136 of the Real Estate Agents Act 2008) and may benefit financially from the transaction. The Purchaser further acknowledges that they have been advised to seek legal advice concerning this disclosure prior to signing/confirming this sale and purchase agreement.

SCHEDULE 1 (Land) - (1 page)

Land

Lot	Deposited Plan	Record of Title
-----	----------------	-----------------

Stage 5

Lot	Deposited Plan	Record of Title
-----	----------------	-----------------

144	Plan to deposit	Title to issue
145	Plan to deposit	Title to issue
146	Plan to deposit	Title to issue
147	Plan to deposit	Title to issue
148	Plan to deposit	Title to issue
149	Plan to deposit	Title to issue
150	Plan to deposit	Title to issue
151	Plan to deposit	Title to issue
152	Plan to deposit	Title to issue
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180	Plan to deposit	Title to issue
181	Plan to deposit	Title to issue

SCHEDULE 2 (Subdivision Plan) – (2 pages)



strowan
fields
ASHBURTON

NOTES:

Areas and dimensions are subject to survey approval

A full assessment of easements will be undertaken after the engineering is complete. This may result in additional easements to those already shown

The recreation reserve areas are subject to formal Council approval.

500m² to 599m² = 14 Lots

600m² to 699m² = 19 Lots

700m² to 800m² = 5 Lots

Future Pre-School

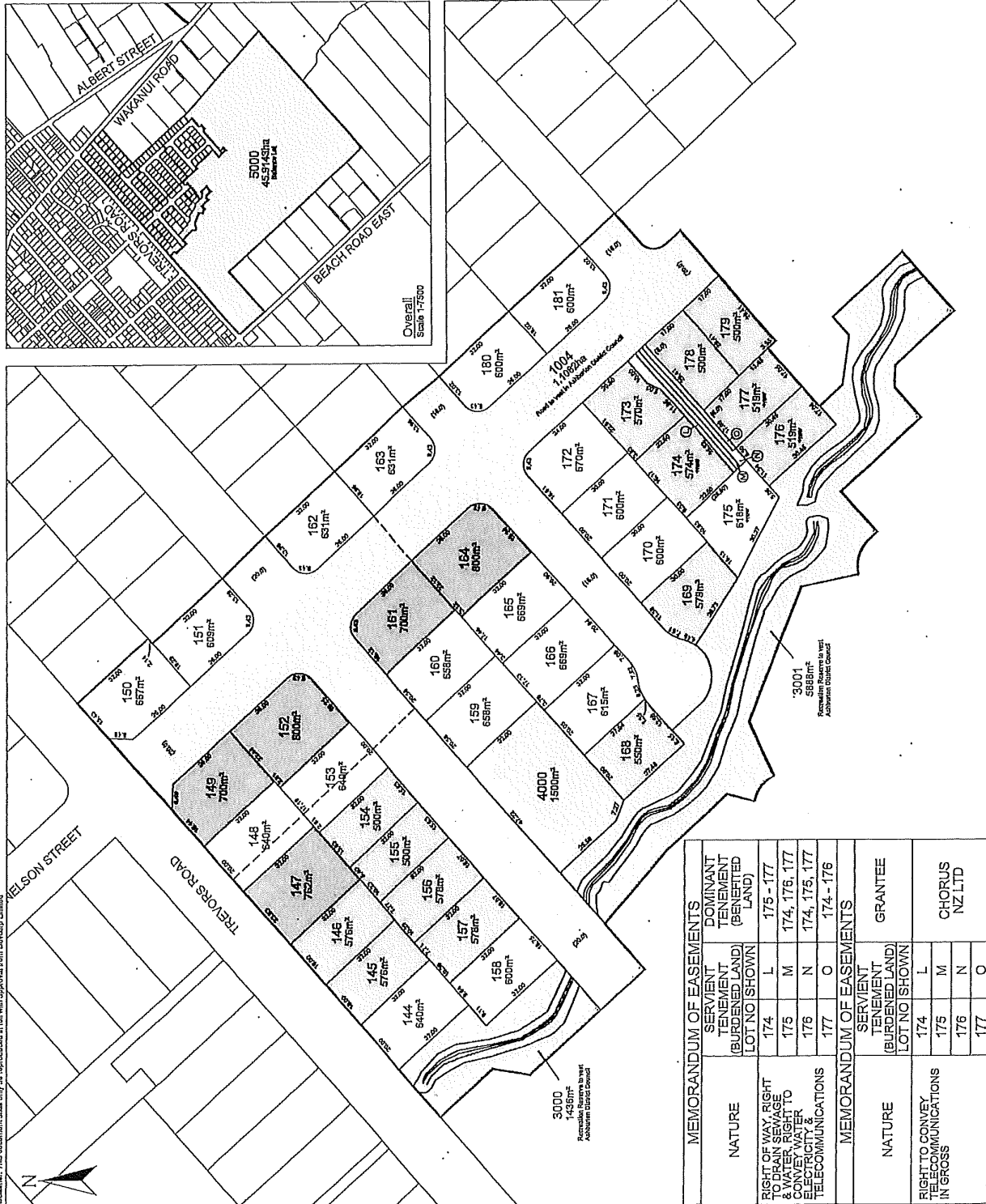
REVISION DETAILS	BY	DATE
A Preliminary Issue	MM	11/21
B Reserve Areas Added	MM	11/21

DESIGN	MM	TREVORS ROAD ASHBURTON
DRAWN	MM	
CHECKED	MM / SK	
APPROVED	SK	

STROWAN FIELDS
LIMITED

STROWAN FIELDS SCHEME PLAN STAGE FIVE

SCALE	1:500 @ A1	REV
COUNCIL	Ashburton District Council	1
	1021 on trevors road stage	1



MEMORANDUM OF EASEMENTS		
NATURE	SERVIENT TENEMENT (BURDENED LAND) LOT NO SHOWN	DOMINANT TENEMENT (BENEFITED LAND) LOT NO SHOWN
RIGHT OF WAY, RIGHT TO DRAIN SEWAGE & WATER, RIGHT TO CONVEY WATER, ELECTRICITY & TELECOMMUNICATIONS	174	175 - 177
	175	174, 175, 177
	176	174, 175, 177
	177	174 - 176
MEMORANDUM OF EASEMENTS		
NATURE	SERVIENT TENEMENT (BURDENED LAND) LOT NO SHOWN	GRANTEE
RIGHT TO CONVEY TELECOMMUNICATIONS IN GROSS	174	L
	175	M
	176	N
	177	O

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SCHEDULE 3 (Restrictive Covenants) – (10 pages)

Restrictive Covenants – Strowan Fields – Stage 5

1 Purpose

- 1.1 The purpose of these Covenants is to protect the market and aesthetic value of the Benefiting Lots, the privacy, peace and security of the occupants of the Benefiting Lots and the quality of the environment touching and concerning the Benefiting Lots.
- 1.2 These covenants will expire on the date that is 21 years from the date of registration.
- 1.3 Where there is at any time more than one owner of a Lot, these Covenants will be binding upon each and every owner jointly and severally.

2 Definitions and Interpretation

2.1 Interpretation

- 2.1.1 Words importing one gender include the other gender.
- 2.1.2 Words importing the singular or plural include the plural and singular respectively.
- 2.1.3 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Covenants.

2.2 Definitions

In these Covenants, unless the context otherwise requires:

Benefiting Lots means the Lot which receives the benefit of these Covenants;

Building comprises a Building as defined by the Building Act 2004 and includes a Dwelling;

Covenants means the Covenants contained within this document;

Developer means Strowan Fields Limited (company number 8159877) and any successor party or entity nominated by it or by any encompassing party or entity nominated to deal with applications required for approvals by the Lot Owner under any of these Covenants;

Dwelling means and includes a residential dwelling, or family residence;

Landscape Feature means any visible structure or landscape design or enhancement feature or utility to be provided on any Lot;

Lot means any Lot that is subject to these Covenants;

Lot Owner means the owner of any Lot;

Property means a Lot together with any Dwelling and Buildings situated thereon;

Shed means a simple roofed structure used for garden storage or as a workshop of a size and shape to be approved by the Developer;

Show Homes means a Dwelling built on any Lot by a builder or a building company in accordance with these Covenants which is furnished and decorated for the purpose of being available for public inspection;

Standard Residential Lot means Lots 144 to 181 of Stage 5, Strowan Fields;

Strowan Fields means the development at Trevors Road, Ashburton known as Strowan Fields including but not limited to the existing and future recreational facilities, dwellings, open spaces, walkways, car parking, and all other associated infrastructure;

Territorial Authority means a territorial authority within the meaning of the Local Government Act 2002.

3 Building Covenants

- 3.1 Prior to construction of any Building, structure or improvements (and including but not limited to Sheds) the Lot Owner must first obtain the written approval of the Developer to the final Building plans and specifications (and where appropriate, in the same form as intended to be submitted to the Territorial Authority for a building consent) and the intended use of the Property by the Lot Owner, and will include full details of all exterior colour schemes and finishes and details of fences, driveways and all landscaping.
- 3.2 The consent of the Developer required under clause 3.1 will not be unreasonably withheld unless the planned Building, structure or improvements are contrary to the terms of this Covenant including clause 1.1.
- 3.3 The Developer will be entitled to serve an injunction notice on the Lot Owner to cease all work if the Lot Owner commences any construction work without first having obtained the approval of the Developer in accordance with clause 3.1.
- 3.4 The obligation to obtain the approval of the Developer pursuant to clause 3.1 will expire five years after the date of registration of the transfer of the Property by the Developer to the Lot Owner but this will not release the Lot Owner from its obligations to comply with these Covenants.
- 3.5 All Buildings must be constructed on-site from new or high quality recycled materials.
- 3.6 Exterior cladding for all Buildings on any Lot are to be one of the following materials:
 - 3.6.1 brick; or
 - 3.6.2 stone; or
 - 3.6.3 concrete block stucco; or
 - 3.6.4 cement or plaster finish or similar type of finish; or
 - 3.6.5 plastered textured finish; or
 - 3.6.6 stained or painted timber weatherboards or linear boards which have the appearance of timber weatherboards; or
 - 3.6.7 solid plaster or glazing; or
 - 3.6.8 such other materials as may be approved by the Developer.
- 3.7 All roofing materials on any Building are to be one of the following:
 - 3.7.1 tiles (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel); or
 - 3.7.2 steel (comprising pre-painted, long-run pressed or rolled steel); or
 - 3.7.3 shingles; or
 - 3.7.4 slate; or

- 3.7.5 membrane roofing; or
- 3.7.6 such other roofing material as may be approved by the Developer.
- 3.8 No reflective or visually obtrusive roof, wall or joinery materials, colours or mirror glass may be used for any Building.
- 3.9 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot:
 - 3.9.1 Any Building which uses concrete or treated wooden piles without providing a solid and durable skirting board or other enclosure around the exterior of the Building(s) from ground height to the underside of the wall cladding.
 - 3.9.2 Any Building which has an installed open fireplace or dry wood or pellet or similar solid fuel burner (excepted for clean air approved fires or burners complying with relevant and current environmental standards).
 - 3.9.3 Any Building with an air conditioning unit which is set into or protrudes from the Building(s). Any external air conditional units must be properly screened and noise proofed to ensure they are not a nuisance to neighbours.
 - 3.9.4 Any driveways, driveway crossings and entranceway locations and plans and specifications which have not been approved by the Developer prior to construction. For the avoidance of doubt, it is the responsibility of the Lot Owner to construct driveways, driveway crossings and entranceways.
 - 3.9.5 Any Building that has windows, doors or skylights so placed that the privacy of any neighbouring Dwelling is unreasonably affected.
 - 3.9.6 Any caravan, hut, garage or shed for any kind of permanent or temporary residential use, unless it is:
 - (a) a once prefabricated (but not pre-used) garden shed which is adequately screened from neighbouring properties may be placed on the Property; or
 - (b) a builder's shed or other similar building required during the construction of any Dwelling. The builders shed or other similar building may be placed on the Property during such construction, but must be removed on completion of such construction.
- 3.10 Diesel, petrol, oil or gas tanks which have a capacity of over 100 litres are prohibited on any Lot or within any Building unless approved by the Developer. The Lot Owner of any Standard Residential Lot will not construct, erect, or place or permit to be constructed or placed on any Standard Residential Lot, any Dwelling, Building, Shed or other structure that exceeds one storey, and 5.5 metres in height.
- 3.11 Only one Dwelling may be erected on any Lot unless prior written approval from the Developer in accordance with clause 3.1.
- 3.12 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot any Building other than those designed for residential use, associated garage(s) and a garden shed referred to in clause 3.9.6(a). The Developer and its designated representative(s) and/or builders, as approved by the Developer, may use residential Buildings as model homes, Show Homes or offices, provided such use is in furtherance of the primary purpose of construction and sale of Lots and Dwellings within Strowan Fields.
- 3.13 Portable gas cylinders or bottles may be used on any Lot or in any Building for any permanent cooking, water heating or domestic heating purposes provided they are hidden from view from the road and neighbouring properties at all times.

- 3.14 All construction works including:
- 3.14.1 the reconstruction of a vehicle crossing required to complete a Dwelling on any Lot; and
 - 3.14.2 any required painting or staining of exterior surfaces
- will be completed within a period of 12 months from the date of commencement of construction work. Earthworks and landscaping works associated with such development, including lawns, driveways, paths and fencing on any street scape, are to be completed within three months of the date of issue of the Code Compliance Certificate for the Dwelling.
- 3.15 During construction the Lot Owner will not allow a period of more than three months to lapse without substantial work being carried out once such work has commenced.
- 3.16 No Building on any Lot may be occupied as a residence in any way until:
- 3.16.1 the Code Compliance Certificate(s) has been issued by a building consent authority in accordance with the Building Act 2004;
 - 3.16.2 all Buildings on the Lot have been completed in accordance with all the terms of these Covenants;
 - 3.16.3 all exterior work, and decoration as approved by the Developer, are completely installed; and
 - 3.16.4 all unpaved areas viewable from the street are properly grassed and/or landscaped according to the approved plans.
- 3.17 The Lot Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use.
- 3.18 No use may be made of adjacent land, footpaths or recreation areas abutting any Lot for access (other than the access approved by the Developer) or for dumping of rubbish. The Lot Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use of the adjacent land, footpaths or recreation areas.
- 3.19 The Lot Owner will not reconstruct, alter, add to, renovate or refurbish any Building, structure or other improvement on the Property which results in such Building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in Strowan Fields or being in breach of these Covenants.

4 Landscape Features

- 4.1 Construction of any Landscape Features on any Lot is not to commence until the plans and specifications have been approved by the Developer.
- 4.2 No Landscape Feature may exceed a height of 2 metres above the original subdivision ground level of a Lot without the express written approval of the Developer provided that, pergolas made of good quality new materials and being professionally built shall be deemed to be approved.
- 4.3 Clotheslines and letter boxes must be unobtrusive and of good quality in terms of design and location. The positioning of any clothesline will be located as specified by the Developer with appropriate screening to ensure it will not be highly visible from the street or the reserve. The positioning of any letterbox will be adjacent to but not on any road reserve.

- 4.4 All attachments to any Buildings or structures on any Lot (including television antenna, solar water heating panels, satellite dish, mast, garden statues, fountains or any other ornamental decoration or similar garden or Landscape Feature) must be approved by the Developer in writing.
- 4.5 The construction of and if approved, the location of swimming pools (including fencing and screening on any Lot) must be approved by the Developer in writing.
- 4.6 No tree, shrub or other plant of any variety whatsoever is to be grown to exceed a height of 5.5 metres on any Lot.

5 Maintenance

- 5.1 The Lot Owner will not:
 - 5.1.1 Allow any Building or structure on the Property to become dilapidated or to fall into disrepair or to cause any damage or harm to any other neighbouring properties.
 - 5.1.2 Allow any nuisance or unreasonable disturbance to be caused to any Lot Owner or occupier of neighbouring properties.
 - 5.1.3 Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Lot Owner will, at their own cost, have such pegs or markers replaced by a registered surveyor.
 - 5.1.4 Allow the Property to become littered, overgrown or unsightly to the intent that the Property is to be maintained in a neat and tidy condition, nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.
 - 5.1.5 Except when construction works are in progress, allow any trade vehicle, trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so as not to be visible to or to cause any offence to neighbouring properties and to preserve the amenity of the Trevors Road development.

6 Activity/Use of Property

- 6.1 The Lot Owner must not use the Property for any primary purpose other than for residential occupation. Ancillary purposes are governed by the planning provisions under any regulatory land use controls applicable from time to time.
- 6.2 In the event the Developer authorises a Dwelling on a Lot to be built and utilised as a Show Home by a builder in accordance with clause 3.1, then the following will apply:
 - 6.2.1 Clause 6.1 above will not apply for the duration of the time the Property is so used as a Show Home;
 - 6.2.2 If the Lot Owner has approval from the Developer in accordance with clauses 3.1 and 6.2 of these Covenants, then:
 - (a) the Lot Owner may use the Property solely for the purposes of a Show Home;
 - (b) residential occupation of the Property will not be permitted; and
 - (c) the Lot Owner will not be entitled to sell the Property as a vacant Lot.
 - 6.2.3 Notwithstanding clauses 3.10 of these Covenants, the Lot Owner will:

- (a) Commence construction of the Show Home within one month of receiving possession of the Property; and
 - (b) Complete construction of the Show Home including landscaping and fencing, within nine months of commencing construction.
- 6.2.4 The Lot Owner will ensure that at least one sales representative of the Lot Owner's building company will be on site during the time the Property is available for inspection in accordance with clause 6.2.6 below.
- 6.2.5 The Show Home will remain unoccupied and be maintained, landscaped and furnished to the highest standard by the Lot Owner, in accordance with these Land Covenants, and to the reasonable satisfaction of the Developer.
- 6.2.6 The Lot Owner will not make the Show Home available for inspection:
 - (a) Mondays to Sundays before 8am and after 8pm; and
 - (b) Christmas Day, Boxing Day, Good Friday and Easter Sunday.
- 6.2.7 The Property may be utilised as a Show Home for a minimum period of 18 months from the date the Show Home is completed in accordance with clause 6.2.3(b) of these Covenants ("Eighteen Month Timeframe").
- 6.2.8 On the expiry of the Eighteen Month Timeframe the Lot Owner will cease to use the Property as a Show Home and may sell it to a third party for residential use.
- 6.2.9 Notwithstanding clause 6.2.8, on the expiry of the Eighteen Month Timeframe the Lot Owner may apply for a three-month extension to continue to use the Property as a Show Home in accordance with the terms of these Covenants ("Three Month Extension"). If the Three Month Extension is granted by the Developer, the Lot Owner may continue to apply for further Three Month Extensions until such time as the Developer refuses to grant another Three Month Extension.
- 6.2.10 On the expiry of the Eighteen Month Timeframe, or the Three Month Extension, whichever is the later, the Lot Owner may not remove the Show Home from the Property, unless the Lot Owner has obtained the prior written approval of the Developer to do so.
- 6.2.11 The Lot Owner may erect one large sign on the Property on the following terms:
 - (a) It must be for the sole purpose of identifying it as the Lot Owner's Show Home;
 - (b) The Lot Owner must have obtained the prior written approval of the Developer as to its size, shape and design; and
 - (c) It will be as unobtrusive as possible.
- 6.3 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Lot Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor will anything be done or permitted to exist on any Lot, or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.
- 6.4 No Lot is to be used for any form of temporary residential purposes either by construction of temporary Buildings or by the placement of caravans, modular homes, motor homes, house trailers, buses, tractors, huts, tents and/or vehicles able to be used for human habitation.

- 6.5 The Lot Owner must not store, or allow to be stored, any caravan, motor home, trailer, recreational vehicle, trade vehicle or other equipment or machinery in front of the Dwelling such that it is visible from the road or stored on any road within Strowan Fields, unless the same is garaged or adequately screened so as to preserve the amenities and standard of the Strowan Fields development. Short-term parking by its visitors and trade people of vehicles in daily use will not be in breach of this clause.
- 6.6 The Lot Owner must not allow any livestock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term 'household domestic pets' does not include livestock such as pigs, goats, horses, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of other properties in the Strowan Fields development) and in particular, the Lot Owner will not keep or allow to be kept on the Property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the Strowan Fields development (e.g. Pit-Bull Terrier, Japanese Tosa, Dago Argentina, Rottweiler, Doberman Pinscher and Brazilian fila). The Lot Owner must not keep more than six chickens (but no roosters) on the Property and they must be contained at all times.
- 6.7 The Lot Owner must not carry out nor permit to be carried out on the Property any activity which does not comply with the Ashburton District Council permitted activities in the relevant Zone.
- 6.8 The Lot Owner must not use or permit the use of the Property for institutional residential purposes or as a hostel, lodge, boarding house or brothel. For the purposes of this clause "institutional residential purposes" includes but is not limited to the use of the Property for housing purposes by central or local government agencies or public or private health center agencies, public or private care providers or public or private educational provider.
- 6.9 No Lot is to be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or Territorial Authority for the purposes of public or institutional housing without the prior written approval of the Developer.
- 6.10 No Lot may be further subdivided nor will any further easements be agreed to, granted or registered on any Lot, including rights of way.

7 Fencing

- 7.1 All fencing on any Lot must comply with the Covenants in place from time to time prepared by or on behalf of the Developer which are applicable to their Lot.
- 7.2 The Lot Owner will be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 in that the Ashburton District Council is not liable to erect or maintain to pay for or contribute towards the costs of any dividing fence or boundary fence or part thereof between the Property and any adjoining land owned by the Ashburton District Council. The Developer, or its nominee, will be responsible for constructing and completing the side and rear boundary fences (but not any front fencing or roadside fencing) on the Lot. Provided that, the Lot Owner acknowledges and agrees that the Developer will not be liable to pay or contribute towards the expense of any maintenance or any ongoing cost of any boundary fence.
- 7.3 Any front boundary fence situated within five (5) metres of a legal road boundary will be limited to a maximum height of one (1) metre.
- 7.4 Notwithstanding clause 7.3, where any Lot has two adjoining road boundaries, the Lot Owner:
 - 7.4.1 may construct a fence along one of those boundaries to a maximum height of 1.8 metres provided the adjoining road boundary fence complies with clause 7.3 above; or
 - 7.4.2 May, in consultation with the Developer, agree that there shall be no fencing on

either road boundary for the aesthetics of Strowan Fields.

- 7.5 The height of any fence which is situated more than five (5) meters from the boundary of a legal road will be at a height and style to be determined following consultation between the Developer and Lot Owner but subject always to the Developer's right of approval.
- 7.6 Unless the Developer approves or requires otherwise, any fence other than those in clauses 7.3 and 7.5 above, will be constructed to a height of 1.8 metres and be made of posts, rails and timber palings stained in wood colours or such other colour or colours and alternative materials as may be approved by the Developer.
- 7.7 All fences constructed will comply with the following:
 - 7.7.1 The palings side of fences are to face towards to the north side of the Property, so that when looking north from inside the Property, the palings will be facing inwards.
 - 7.7.2 The railings side of fences will face towards the south side of the Property, so that when looking toward the south side of the Property, the railings will be visible.
- 7.8 Any fence or screening structure erected within five metres of any reserve and parallel or generally parallel to that boundary will not exceed one metre in height unless the whole of that structure is at least 50% visually transparent and in such case the fence or screening structure shall not exceed a height of 1.8 metres. For the purposes of this condition a fence or other screening structure is not the exterior wall of a building or accessory building.

8 General

- 8.1 No Lot Owner will oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take action that might in any way prevent or hinder the Developer from progressing or completing Strowan Fields or the adjoining stages. Such Covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving the Developer.
- 8.2 Any difference or dispute between any parties regarding the interpretation of these Covenants or as conferred by such Covenants will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:
 - 8.2.1 The arbitrator is to be jointly agreed upon by the parties.
 - 8.2.2 If the parties fail to agree upon an arbitrator within seven days of notice from one party to the other, then the arbitrator shall be appointed by the President of the New Zealand Law Society for the time being and such nomination will bind the parties.
 - 8.2.3 The reference is a reference to a single arbitration under the Arbitration Act 1996.
 - 8.2.4 The arbitrator's decision will be final and binding on both parties and may include an order for costs, an order for enforcement and interest on moneys payable.
 - 8.2.5 The parties will not resort to litigation except for the purposes of enforcing this clause.
- 8.3 The Developer will not be liable because of any action it takes or fails to take or for any default in any Building, structure or improvement erected on any of the properties in the Strowan Fields development or for any breach of these Covenants or otherwise and the Lot Owners will indemnify and keep indemnified the Developer and its legal successors (other than successors in title after registration of a transfer from the Developer to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants including non-observance of these Covenants.

- 8.4 If any of the restrictions contained in these Restrictive Covenants are deemed to be unenforceable or void for any reason, then that particular provision will be deemed to be deleted from the terms of these Restrictive Covenants to the intent that the balance of the Covenants will remain unaffected and enforceable.
- 8.5 The Lot Owner acknowledges that different stages of the Strowan Fields development by the Developer may include Covenants which differ from these Covenants.

9 Creation of Land Covenant

- 9.1 The Lot Owner for itself and its successors in title covenant and agree with the Developer for the Benefiting Lots that the Lot Owner will at all times observe and perform all these Covenants to the intent that each of the Covenants will ensure for the benefit of and be appurtenant to each and all of the Benefiting Lots and each and all of the Lot Owners provided that the Lot Owner will be liable only for breaches of these Covenants which occur whilst the Lot Owner is the registered proprietor of the Property or any part of the Property.
- 9.2 If there should be any breach or non-observance on the Lot Owner's part of any of these Covenants and without prejudice to any other liability which the Lot Owner may have to the Developer and any person or persons having the benefit of those Covenants, the Lot Owner will, upon written demand be made by the Developer or any of the Lot Owners:
- 9.2.1 pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any such breach or non-observance of these Covenants contained in this Instrument continues after the date upon which written demand has been made; or
 - 9.2.2 repaint any Dwelling, Building, structure or improvement repaired or completed in breach of these Covenants; or
 - 9.2.3 remove or cause to be removed from the Property any Dwelling, garage, Building, fence or other structure erected or placed on the Property in breach for non-observance of the above Covenants; or
 - 9.2.4 replace any building materials used in breach of these Covenants.

SCHEDULE 4 (Overseas Investment Office Residential Land Statement) – (3 pages)

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OVERSEAS INVESTMENT OFFICE



Land Information
New Zealand
toitū te whenua

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)?

SHAIZAN SHAIKAT VIRANI

Part 3

The residential land being acquired

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

Trevors Road

Part 4

Signature

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

Your name

Shaizan Shaikat Virani

Signature

Shaikat

Date signed

24/12/2021

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 (toll free) or 04 737 4559 (invercargill)

Email address: oio@ta.govt.nz

Web address: www.ta.govt.nz/oio

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): 133-650-067	
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)			
Stove Dishwasher Burglar alarm Blinds	Rangehood Kitchen waste disposal Heated towel rail(s) Curtains	Wall oven Light fittings Heat pump(s) Fixed floor coverings	Cooktop Smoke detector(s) Garage door remote control(s)

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:

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

This is a binding contract. Read the information set out on the back page before signing.

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.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act.

Signature of Purchaser(s):

Signature of Vendor(s):

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- (i) a Power of Attorney – please attach a Certificate of non-revocation (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from ADLS: 4997WFP or REINZ); or
- (iii) where the attorney signs for a trustee, a Certificate in the relevant form in Schedule 4 to the Trustee Act 1956.

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].

SCHEDULE 2			
List all chattels included in the sale (strike out or add as applicable)			
Stove Dishwasher Burglar alarm Blinds	Rangehood Kitchen waste disposal Heated towel rail(s) Curtains	Wall oven Light fittings Heat pump(s) Fixed floor coverings	Cooktop Smoke detector(s) Garage door remote control(s)

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:

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

This is a binding contract. Read the information set out on the back page before signing.

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.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act.

Signature of Purchaser(s):

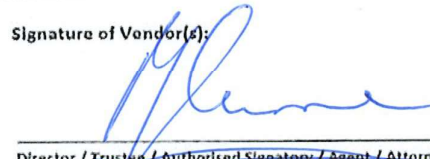


Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Signature of Vendor(s):



Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Agent / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

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- (iii) where the attorney signs for a trustee, a Certificate in the relevant form in Schedule 4 to the Trustee Act 1956.

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]

BEFORE SIGNING THE AGREEMENT

- Note: the purchaser is entitled to a copy of any signed offer at the time it is made.
- It is recommended both parties seek professional advice before signing. This is especially so if:
 - there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
 - the purchaser is not a New Zealand citizen. There are strict controls on the purchase of a property in New Zealand by persons who are not New Zealand citizens.
 - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
 - the property is vacant land in the process of being subdivided or there is a new unit title or cross-lease to be issued. In these cases additional clauses may need to be inserted.
 - there is any doubt as to the position of the boundaries.
 - the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- Both parties may need to have customer due diligence performed on them by their lawyer or conveyancer in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 which is best done prior to the signing of this agreement.
- The purchaser should investigate the status of the property under the Council's District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a unit title or cross-lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- 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 purchaser should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate's long-term maintenance plan and enquire whether the body corporate has imposed or proposed levies for a long-term maintenance fund or any other fund for the maintenance of, or remedial or other work to, the common property.
- The vendor should ensure the warranties and undertakings in clauses 7.0 and 8.0:
 - are able to be complied with; and if not
 - the applicable warranty is deleted from the agreement and any appropriate disclosure is made to the purchaser.
- Both parties should ensure the chattels' list in Schedule 2 is accurate.
- Both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.

THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.

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

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AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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DATE: 10th January 2022

VENDOR:

Strowan Fields Limited

Contact Details:

C/- P J Cunneen & S Kennedy

VENDOR'S LAWYERS:

Firm: Tavendale and Partners

Individual Acting: Alana Crampton

Email: alana.crampton@tp.co.nz

Contact Details:

PO Box 324

Level 1, 62 Cass Street

Ashburton 7700

Email Address for Service of Notices:
(subclause 1.4)

alana.crampton@tp.co.nz

PURCHASER:

Shai Zom Shaukat Viromi

Contact Details:

Email: shai25v@gmail.com

Phone: 021267 2272

PURCHASER'S LAWYERS:

Firm: ASCO Legal

Individual Acting: Alistair vom Schalcknyk

Email: alistair@ascolegal.co.nz

Contact Details:

PO Box 38173, Howick 2145

Ph: 021024 72011

Email Address for Service of Notices:
(subclause 1.4)

alistair@ascolegal.co.nz

LICENSED REAL ESTATE AGENT:

Agent's Name:

Manager: Murray Young

Salesperson: Robert Harnett

Contact Details:

Property Brokers

217 West Street, Ashburton 7700

Ph: (03) 307 9179

Em: ashburton@propertybrokers.co.nz

SSA

JNF Construction Ltd
Christchurch South Franchise for GJ Gardner Homes
3/1 Edmonton Road, Hornby, Christchurch
PO Box 42067, Tower Junction, Christchurch 8149
(03) 348 0516
gjgardner.co.nz

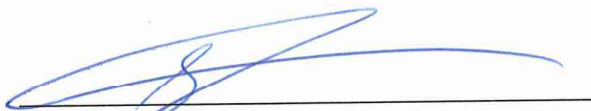
AUTHORITY FOR BUILDING CONSENT

I/we give our builder JNF Construction Ltd/GJ Gardner Homes Christchurch South, Authority to act on my/ our behalf as agent in regards to the Building Consent Application of our New Home to be built at:

LOT 146 - TREVORS RD - STROWAN FIELDS, ASHBORTON
Address

Shameer Sher Ali
Owner Full Name(s)

Shameersherali@gmail.com
Owner Email


Owner Signature(s)

29-08-2024
Date