Build Waikato

Waikato Building Consents
Working Together

RECEIVED
31 JAN 2017
15:00
WAITOMO DISTRICT COUNCIL

Form 2: Application for PIM and/or Building Consent - Dwelling

Section 33 or section 45, Building Act 2004

1. THE BUILDING [Complete ALL fields on this form. Put N/A if not applicable. Cross out mistakes (don't use white out fluid / tape)]

Street address of building: 9 Pooles Road, Te Aroha

Legal description of land where building is located: Lot(s) 3 DP/S 37404

Building name: n/a

Location of building within site / block number: [include nearest street access] n/a

Number of levels: [above & below ground] 1 Level / Unit Number: n/a

Floor area: n/a (sq m) [Indicate area affected by the building work]

Current, lawfully established, use: [add no. of occupants per level and per use if more than 1] private dwelling

Year first constructed: [approximate date is acceptable e. g.: c1920s or 1960-1970] 1960's

OFFICE ONLY:

Date received: Verified & lodged 3pm

Consent / PIM No.: 2017.5386

Document or Parcel No.:

Valuation No.: 05312/354.00

2. THE OWNER

Name of Owner / Company: Barbara Hammond

Contact person *[If the Owner is NOT an individual]*: n/a

Mailing address: n/a

Street address / registered office: n/a

Phone Number:

Landline: n/a

Mobile: n/a

Daytime: n/a

After hours: n/a

Facsimile number: n/a

Email address: n/a

Website: n/a

THE FOLLOWING EVIDENCE OF OWNERSHIP IS ATTACHED TO THIS APPLICATION:

- ☐ Certificate of Title
- ☐ Lease Agreement
- ☑ Agreement for Sale and Purchase
- ☐ Other document:

3. AGENT [Only required if application is being made on behalf of the owner]

Name of Agent / Company: Brunton Plumbing

Contact person *[If the Agent is NOT an individual]*: Anne Brunton

Mailing address: P O Box 167, Morrinsville

Street address / registered office: 87 Avenue Road South, RD 2, Morrinsville

Phone Number:

Landline: 078896953

Mobile: 0273280190

Daytime: 078896953

After hours: 078896953

Facsimile number: n/a

Email address: office@bruntonplumbing.co.nz

Website: n/a

Relationship to owner: [State details of the authorisation from the owner to make the application on the owner's behalf] Plumber

FIRST POINT OF CONTACT for communications with the Council / Building Consent Authority: ○ Owner ◉ Agent

☑ Full name & contact details supplied

W/O 32141

4. APPLICATION [Tick if applicable]

I request that you issue:

	PLEASE COMPLETE THE FOLLOWING SECTIONS
☐ A Project Information Memorandum (PIM)	COMPLETE SECTIONS: 5, 7
☑ A Building Consent [The existing PIM No. :..... (If applicable)]	COMPLETE SECTIONS: 5, 6, 8, 9, 10
☐ An Amendment to an existing Building Consent for the building work described in this application. [Existing BC No.: .....]	COMPLETE SECTIONS: 5, 6, 8, 9 ,10

State the reference number if this application involves a National Multiple Use Approval:

Name: Anne Brunton Signature: Anne Brunton Date: 31/1/17

The signature is that of the ○ Owner OR the ✓ Agent on behalf of and with the approval of the Owner

5. THE PROJECT [if more than one project please list on a separate page]

DESCRIPTION OF THE BUILDING WORK: Provide enough information to enable scope of work to be fully understood, (e.g. adding ensuite to house)

Remove the bath and replace it with a toilet.

Will the building work result in a change of use of the building? ◯ Yes ◉ No. If Yes, provide details of the new use of the building (e.g. home to hostel, implement shed to chemical storage, office to restaurant): .....

Intended life of the building if less than 50 years: n/a..... [Years]

List Building Consents previously issued for this project (if any): [List who issued the consent, the date of issue and the consent number]

n/a.....

Estimated value of the building work on which the building levy will be calculated (including goods and services tax):

$2,000..... [State estimated value as defined in section 7 of the Building Act 2004]

6. RESTRICTED BUILDING WORK: BUILDING PRACTITIONERS INVOLVED IN THIS PROJECT

Will the 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 the application, they MUST be supplied before the building work begins – name, licensing class and Licensed Building Practitioner's number (or registration number if treated as being licensed under 291 of the Act)]

DESIGNER Name: n/a..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

ENGINEER Name: n/a..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

CARPENTER Name: n/a..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

ROOFER Name: n/a..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

EXTERNAL PLASTERER Name: n/a..... Licence Class: .....

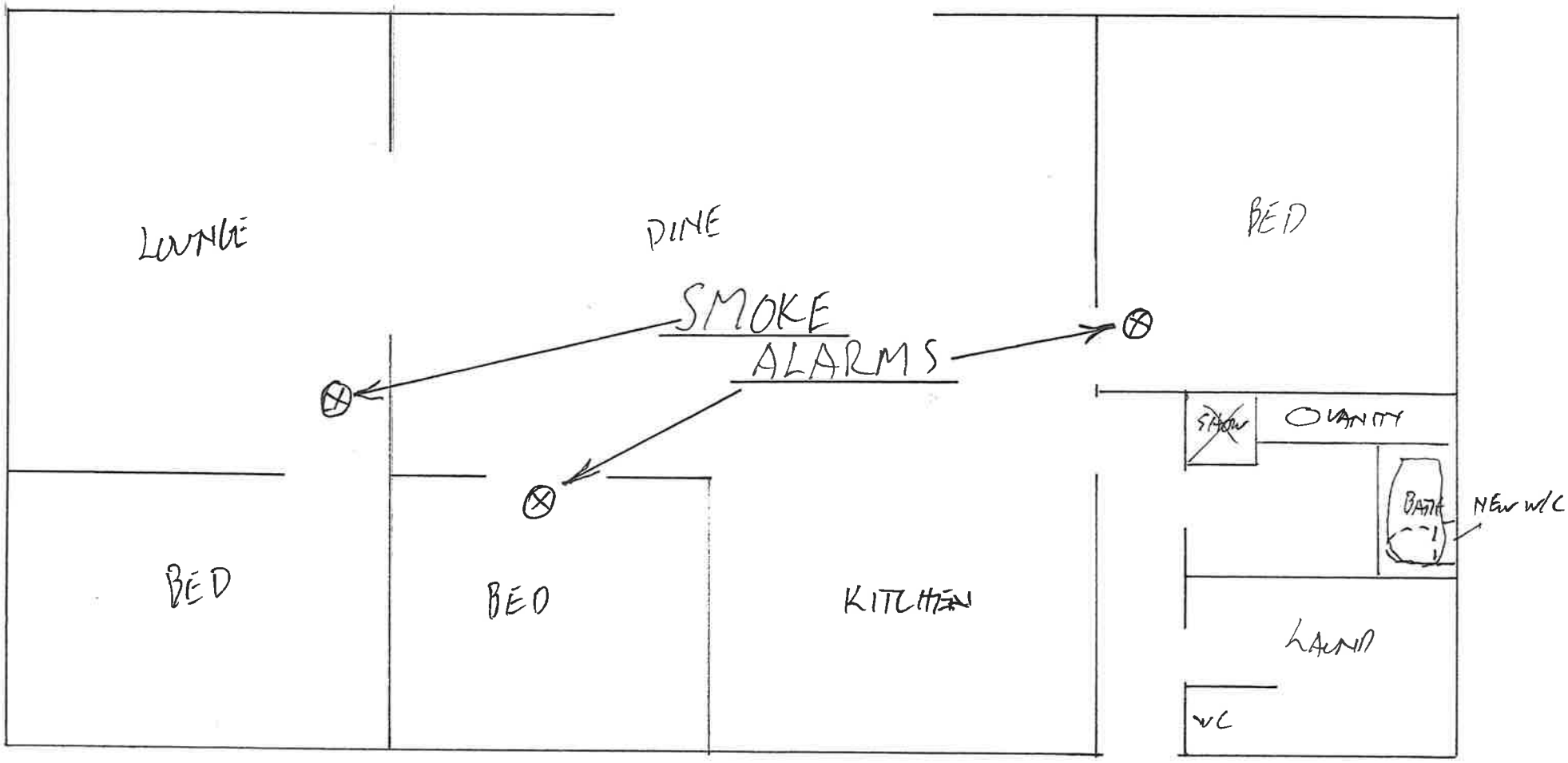
Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

9 POOLES Rd TE AROHA



BRICK / BLOCKLAYER Name: n/a ..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

FOUNDATION SPECIALIST Name: n/a ..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

PLUMBER Name: Russell Brunton ..... Licence Class: Certified .....

Registration / Licence No.: 11283 .....

Address: P.O Box 167, Morrinsville .....

Telephone: 078896953 ..... Fax: n/a ..... Mobile: 0274976914 .....

Email: russell@bruntonplumbing.co.nz .....

GASFITTER Name: n/a ..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

Other LBP Name: n/a ..... Licence Class: .....

Registration / Licence No.: .....

Address: .....

Telephone: ..... Fax: ..... Mobile: .....

Email: .....

NOTE: Continue on another page if necessary

7. PROJECT INFORMATION MEMORANDUM The following matters are involved in the project:

[Tick the matters relevant to the project [do not fill in this section if the application is for a building consent only]

- ☐ Subdivision
- ☐ Alterations to land contours [e.g. digging out the site for a building platform]
- ☐ New or altered connections to public utilities [e.g. Council sewer, storm water or water mains]
- ☐ 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 of stormwater and wastewater [e.g. are you altering domestic sewer or storm water drains]
- ☐ Building work over any existing drains or sewers or in close proximity to wells or water mains
- ☐ Is the site contaminated?
- ☐ Will the building be sited on sloping ground, or near to a bank, a stream or a coastal zone?
- ☐ Other matters known to the applicant that may require authorisations from the Territorial Authority: [Please attach]

8. BUILDING CONSENT

The following plans and specifications are attached to this application: [Note: All plans and specifications must meet the minimum requirements set out in the regulations or required by the Building Consent Authority (BCA)]

☑ Refer to documents indicated on the applicant checklist ☐ Other documents [Please specify]: .....

THE BUILDING WORK WILL COMPLY WITH THE BUILDING CODE AS FOLLOWS:

[If you're not sure which clauses are applicable, talk to your Designer]

Building Code clause [☑ Tick / list relevant clause of building code]	**Means of Compliance** [Refer to relevant compliance document(s) or detail of alternative solution in the plans and specifications]				**Waiver / modification required** [Supporting documents recorded below]
	Acceptable Solution [Specify]		**Other Means of Compliance – Verification Method or Alternative Solution** [If ☑ Other, then list at the end of this section]		
☑ B1 Structure	☑ B1/AS1 ☐ NZS3604 ☐ NZS4229	☐ Other	☐ B1/VM1 ☑ AS/NZS1170 ☐ SED	☐ Other	☐
☐ B2 Durability	☐ B2/AS1		☐ B2/VM1	☐ Other	☐
☑ C 1 – C6 Protection From Fire	☑ C/AS1 ☐ C/AS3 ☐ C/AS5 ☐ C/AS7	☐ C/AS2 ☐ C/AS4 ☐ C/AS6	☐ Other		☐
☐ D1 Access routes	☐ D1/AS1	☐ NZS 4121	☐ Other		☐
☐ D2 Mechanical installations for access	☐ D2/AS1 ☐ D2/AS3	☐ D2/AS2 ☐ NZS 4121	☐ Other		☐
☐ E1 Surface water	☐ E1/AS1	☐ AS3500	☐ E1/VM1	☐ Other	☐
☑ E2 External moisture	☑ E2/AS1 ☐ E2/AS3	☐ E2/AS2	☐ E2/VM1 ☐ SED	☐ Other	☐
☐ E3 Internal moisture	☐ E3/AS1		☐ Other		☐
☐ F1 Hazardous agents on site	☐ F1/AS1		☐ F1/VM1	☐ Other	☐
☐ F2 Hazardous building materials	☐ F2/AS1		☐ Other		☐
☐ F3 Hazardous substances / processes	☐ F3/AS1		☐ F3/VM1	☐ Other	☐
☐ F4 Safety from falling	☐ F4/AS1		☐ Other		☐
☐ F5 Construction / Demolition hazards	☐ F5/AS1		☐ Other		☐
☐ F6 Lighting for emergency	☐ F6/AS1		☐ Other		☐
☑ F7 Warning systems	☐ F7/AS1		☐ Other		☐
☐ F8 Signs	☐ F8/AS1	☐ NZS 4121	☐ Other		☐
☐ G1 Personal hygiene	☐ G1/AS1	☐ NZS 4121	☐ Other		☐
☐ G2 Laundering	☐ G2/AS1	☐ NZS 4121	☐ Other		☐
☐ G3 Food preparation / Prevention of contamination	☐ G3/AS1	☐ NZS 4121	☐ Other		☐
☐ G4 Ventilation	☐ G4/AS1		☐ G4/VM1	☐ Other	☐
☐ G5 Interior environment	☐ G5/AS1		☐ Other		☐
☐ G6 Airborne and impact sound	☐ G6/AS1		☐ G6/VM1	☐ Other	☐
☐ G7 Natural light	☐ G7/AS1		☐ G7/VM1	☐ Other	☐

PLEASE CONTINUE SECTION 8 ON THE NEXT PAGE

Building Code clause	Acceptable Solution		Verification Method or Alternative Solution		Waiver / modification required
☐ G8 Artificial light	☐ G8/AS1		☐ G8/VM1	☐ Other	☐
☐ G9 Electricity	☐ G9/AS1		☐ G9/VM1	☐ Other	☐
☐ G10 Piped services	☐ G10/AS1		☐ G10/VM1	☐ Other	☐
☐ G11 Gas as an energy source	☐ G11/AS1		☐ Other		☐
☐ G12 Water supplies	☐ G12/AS1	☐ G12/AS2	☐ G12/VM1	☐ Other	☐
☐ G13 Foul water	☐ G13/AS1	☐ G13/AS2	☐ G13/VM1	☐ G13/VM4	☐
	☐ AS3500	☐ G13/AS3	☐ Other		
☐ G14 Industrial liquid waste	☐ G14/AS1		☐ G14/VM1	☐ Other	☐
☐ G15 Solid waste	☐ G15/AS1		☐ Other		☐
☐ H1 Energy efficiency	☐ H1/AS1		☐ H1/VM1	☐ Other	☐
Other	☐ BCH Back country huts				☐
	☐ SH Simple House				

Waiver / Modification required [List supporting documents]
n/a

Alternative Solution [List supporting documents]
n/a

9. COMPLIANCE SCHEDULE *[do not fill in this section if this is an application for a Project Information Memorandum only]*

☐ The specified systems for the building are as follows: *[specified systems are defined in regulations]* **OR**
☐ The following specified systems are being altered, added to, or removed in the course of the building work: **OR**
☑ There are **NO** specified systems in the building ***[Note**: If unsure whether your building has specified systems, talk to the BCA or your architect]*

The following specified systems are being altered, added to, or removed in the course of the building work: [Tick those that are applicable]	**Existing** [✓Tick]	**New or Added** [✓Tick]	**Altered** [✓Tick]	**Removed** [✓Tick]
SS1 Automatic systems for fire suppression (e.g. sprinkler systems)	☐	☐	☐	☐
SS2 Automatic or manual emergency warning systems for fire or other dangers (other than a warning system for fire that is entirely within a household unit and serves only that unit)	☐	☐	☐	☐
SS3 Electromagnetic or automatic doors or windows (e.g. ones that close on fire alarm activation)				
SS3/1 Automatic doors	☐	☐	☐	☐
SS3/2 Access controlled doors	☐	☐	☐	☐
SS3/3 Interfaced fire or smoke doors or windows	☐	☐	☐	☐
SS4 Emergency lighting systems	☐	☐	☐	☐
SS5 Escape route pressurisation systems	☐	☐	☐	☐
SS6 Riser mains for use by fire services	☐	☐	☐	☐
SS7 Automatic back-flow preventers connected to a potable water supply	☐	☐	☐	☐
SS8 Lifts, escalators, travelators, or other systems for moving people or goods within buildings				
SS8/1 Passenger carrying lifts	☐	☐	☐	☐
SS8/2 Service lifts	☐	☐	☐	☐
SS8/3 Escalators and moving walks (travelators)	☐	☐	☐	☐
SS9 Mechanical ventilation or air conditioning systems				
SS9/1 Mechanical ventilation	☐	☐	☐	☐
SS9/2 Air conditioning systems	☐	☐	☐	☐

PLEASE CONTINUE SECTION 9 ON THE NEXT PAGE

The following specified systems are being altered, added to, or removed in the course of the building work: [Tick those that are applicable]	**Existing** [✓Tick]	**New or Added** [✓Tick]	**Altered** [✓Tick]	**Removed** [✓Tick]
SS10 Building maintenance units providing access to exterior and interior walls of buildings	☐	☐	☐	☐
SS11 Laboratory fume cupboards	☐	☐	☐	☐
SS12 Audio loops or other assistive listening systems				
SS12/1 Audio loops	☐	☐	☐	☐
SS12/2 FM radio frequency systems and infrared beam transmission systems	☐	☐	☐	☐
SS13 Smoke control systems				
SS13/1 Mechanical smoke control	☐	☐	☐	☐
SS13/2 Natural smoke control	☐	☐	☐	☐
SS13/3 Smoke curtains	☐	☐	☐	☐
SS14 Emergency power systems for, or signs relating to, a system or feature specified in any of clauses 1 to 13				
SS14/1 Emergency power systems	☐	☐	☐	☐
SS14/2 Signs in relation to any specified systems 1-13	☐	☐	☐	☐
SS15 Any or all of the following systems and features, so long as they form part of a building's means of escape from fire, and so long as those means also contain any or all of the systems or features specified in clauses 1 to 6, 9, and 13:				
SS15/1 Systems for communicating spoken information intended to facilitate evacuation	☐	☐	☐	☐
SS15/2 Final exits	☐	☐	☐	☐
SS15/3 Fire separations (as defined by the Building Code)	☐	☐	☐	☐
SS15/4 Signs for communicating information intended to facilitate evacuation	☐	☐	☐	☐
SS15/5 Smoke separations	☐	☐	☐	☐
SS16 Cable Cars	☐	☐	☐	☐

10. ATTACHMENTS

[**Note**: all plans and specifications must meet the minimum requirements set out in the regulations or required by the BCA]

The following documents are attached to this application: [Tick as applicable or put NA if there are no attachments]

☑ Plans and specifications [*list*]
as attached.....

☐ Memoranda (Certificates of Design Work) from licensed building practitioner(s) 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

☐ Other relevant information: [Please specify]: .....

11. DOCUMENT COLLECTION

MATAMATA - PIAKO DISTRICT COUNCIL ONLY

Please tick which office you wish to collect your Building Consent from when it is ready:

☐ Te Aroha ☐ Matamata ☑ Morrinsville

THAMES - COROMANDEL DISTRICT COUNCIL ONLY

Please tick your preferred collection options:

☐ Please post my documentation to: ○ Owner ○ Agent

☐ The documentation will be collected by: ○ Owner ○ Agent

The documentation will be collected from:

○ Thames Service Centre, 515 MacKay Street
○ Coromandel Service Centre, 405 Kapanga Road
○ Whangamata Service Centre, 620 Port Road
○ Whitianga Service Centre, 10 Monk Street

DOCUMENT CHECK: PLEASE CHECK THAT YOU HAVE PROVIDED ALL THE REQUIRED INFORMATION

OFFICE USE ONLY **FEES PAYABLE:**	**AMOUNT ($)**
PIM	
Building Consent - Application fee - Approval fee - Inspection fee - Mileage	
Code Compliance Certificate	
BRANZ levy	
MBIE levy	
Photocopying	
Microfilm (A3 / A4) / Scanning	
Certificate of Title	
Street crossing administration	
Structural check	
Amendments to consent	
External consultant 1	
External consultant 2	
NZ Fire Service check	
Planning Bond / Resource Consent	
Planning Bond / Resource Consent	
Rural connection	
Fire main	
Water connection	
Water disconnection	
Wastewater / sewerage connection	
Wastewater disconnection	
Backflow inspection	
Stormwater connection - mains	
Stormwater connection - kerb & channel	
Stormwater disconnection	
CCTV survey wastewater	
CCTV survey stormwater	
Cellar indemnity	
Council bonds	
Compliance schedule	
Development Contributions: Water..... Stormwater.....Wastewater..... Transport / Roading..... Community infrastructure.....	
BCA accreditation	
Total fees (incl. GST)	
Deposit paid – Date:	
Remainder fees due:	

BC Number:

REFERRALS:

Structural consultant:
Name:
Sent: Returned:

Structural consultant:
Name:
Sent: Returned:

Other consultant:
Name:
Sent: Returned:

Other consultant:
Name:
Sent: Returned:

NZ Fire Service:
Name:
Sent: Returned:

Historic Places Trust: (Notification)
Date advised:

ADDITIONAL NOTES AND / OR FEES:

AUTHORIZATIONS:

Planning Officer:
Date:

Building Officer:
Date:

Engineer:
Date:

CHECKED BY:
Officer:
Date:

ISSUED BY:
Officer:
Date:

Receipt No.:

Receipt No.:

Receipt No.:

Waikato Building Consents

Working Together

Applicant's Checklist:

Minor Works

Projects: bathroom facilities, level access showers, retaining walls, decks & verandahs, marquees, signs (>3m), other / fully engineered projects

FILL IN THIS FORM, AND PROVIDE A COPY

INSTRUCTIONS – Please give this form to your designer to complete Please ensure that the following information has been supplied with the Building Consent application. If this information is not provided, the application will be rejected or put on hold. We will not be able to lodge or process the application until this information has been received. **Please state the page number for each item.**	**TICK** ☑ if Supplied (**S**) **OR** ☑ if Not Applicable (**NA**)		**WRITE** Plans / Specs Page Number	Office only **P** = Pass **F** = Fail **NA** = Not applicable
APPLICATION FORM AND REQUIRED DOCUMENTS	**S**	**NA**	**PG No.**	**P / F / NA**
All sections of the application form have been completed.	☑	☐	NA	? ✓
If Restricted Building Work, a Certificate of Design Work has been provided.	☐	☑	NA	? N/A.
If Restricted Building Work, a list of all Licensed Building Practitioners has been supplied – where known.	☐	☑	NA	? ✓
A copy of the FULL Certificate of Title (up to 2 months old) / Proof of Ownership provided.	☑	☐	NA	? Sale & Purch
Good quality drawings to an appropriate scale of 1:100 (detail 1:50, site plan 1:200) with metric dimensions.	☑	☐	NA	? ✓
Please provide 2 sets of plans and specifications (1 set for Hauraki & TCDC a hard copy).	☑	☐	NA	? ✓
Letter of authority (from owner).	☑	☐	NA	? ✓
Fee payment.	☑	☐	NA	? N/A
SITE PLAN (Use an appropriate metric scale of 1:200 or 1:100 and include a north point.)			Please note page numbers for plans / specs	
Show the legal boundaries of the site, and easements. Show adjacent street / road names. Show the location and distances of all existing and proposed buildings, including accessory buildings such as sheds or garages, in relation to the boundaries.	☐	☑		? N/A
If it is a large site or a cross-lease or a unit title, provide a locality plan to indicate the position within the site.	☐	☑		? N/A
Show the layout of existing and proposed sanitary and stormwater drains. Include the location of each drain's connection to the public mains. Provide details of on-site stormwater disposal, e.g. rain tanks, soak holes etc. (Check that kerb connection is acceptable if the site is unsuitable for on-site disposal or a Council stormwater connection is unavailable - see effluent disposal).	☐	☑		? N/A.
Show the gross floor area of <u>all</u> buildings on the title.	☐	☑		? N/A
Have you checked that your plans meet your Council's district plan requirements: **Check with your Council planner**	☐	☑		? N/A
FLOOR PLANS				
Supply a floor plan of the proposed works, including complete floor layout and use of each area. Floor areas and roof areas in square metres should be shown on plans drawn to an appropriate scale, e.g. 1:100 or 1:50. Show the location of all plumbing fittings / waste pipes.	☑	☐	File 1	? ✓
Show location of smoke alarms (*if applicable*).	☑	☐	File 1	? ✓
ELEVATION PLAN				
Supply an elevation plan of each external wall showing heights from eaves to finished ground level at each external corner, and the existing and proposed land contours. Also show the overall height of the building from ground level to the apex of the roof.	☐	☑		? N/A.
Show location of wall and roof bracing and of all opening window sashes.	☐	☑		? N/A.
FOUNDATION PLAN				
For timber floors: show the location of piles, and pile type (i.e., braced, anchor, ordinary or cantilever piles).	☐	☑		? N/A
For concrete floors: provide clear CROSS-SECTION DETAILS below, and location of slab thickenings and steel.	☐	☑		? N/A.
STRUCTURAL BRACING CALCULATIONS				
Supply bracing calculations in an approved form.	☐	☑		? N/A.

PLEASE CONTINUE ON NEXT PAGE

	S	NA	PG No.	P / F / NA
Show the location of the pile bracing elements on the foundation plan, the wall bracing elements on the floor plan and the roof bracing on the truss or roof plan. (For 1 - 2 room additions the location, type and value of the bracing element will be sufficient).	☐	☑		? N/A
WEATHERTIGHTNESS (For internally lined buildings only)				
A Weathertightness Risk Matrix Calculation must be provided – refer to NZ Building Code E2.AS1.3.0. (Compliance Document E2/AS1)	☐	☑		? N/A
CROSS-SECTIONAL PLANS / DETAILS				
Provide sufficient scaled cross-section drawings (1:50 or better) through the building to show foundation details, floor systems, wall, ceiling and roof construction.	☐	☑		? N/A
Provide a finalised roof truss / framing plan and producer statement from truss manufacturer.	☐	☑		? N/A
Show construction details of terraces, steps, stairs (internal and external), barriers and balustrades.	☐	☑		? N/A
Show the location and type of wall cladding and roof sheathing including underlays.	☐	☑		? N/A.
Give details of thermal insulation: calculations, type and R values (*for habitable rooms only*).	☐	☑		? N/A.
FIRE WALL, FIRE RATING REQUIREMENTS (recommend IPENZ Practice Note 22)				
If using an approved and tested fire system, provide details and state the particular design type and number.	☐	☑		? N/A
If the system is specifically designed by an engineer, then supply the specific design and Producer Statement (PS1).	☐	☑		? N/A
PLUMBING (if applicable)				
Specify AS/NZS 3500 or G13 plumbing system. Show positions of all fittings and hot water system (indicate any upgrade). Show pipe sizes / gradients.	☐	☑		? N/A
For multi-level buildings, provide isometric drawings of the plumbing reticulation including soil and waste system showing positions of all fittings and pipe sizing.	☐	☑		? N/A
Backflow philosophy if this is a commercial building.	☐	☑		? N/A
Show how accidental overflow is addressed for Duplex dwellings.	☐	☑		? N/A.
SPECIFICATIONS				
A written specification may not be required provided adequate written and graphic detail is shown on the other plans.	☐	☑		? N/A.
SPECIFIC DESIGN (Specific design is required for: Buildings outside the scope of NZS 3604, structural steel frames, foundations on weak soils and large retaining walls)				
Provide a structural engineer's Design Producer Statement (PS1), drawings and calculations. (NOTE: A peer review may be required, provided at cost to the applicant).	☐	☑		? N/A
Provide an engineer's Certificate of Design – for carrying out or supervising residential work that is restricted building work.	☐	☑		? N/A.
An engineer's letter of supervision may be required.	☐	☑		? N/A.
Provide specific details for fixings for ballustrading to decks.	☐	☑		? N/A

Project Location: 9 Pades Road

Applicant's declaration: I have provided all the required information:

Name Anne Burton Signature [signature] Date 31/1/17

OFFICE USE ONLY: **OUTCOME OF DECISIONS**

- ☑ This application was accepted for lodgement because all required information was supplied
- ☐ This application was not accepted for lodgement because documentation was incomplete
- ☐ Documentation is now complete and the application is accepted for lodgement

Officer's Name: Sarah Marsom Signature: [signature] Date 31/01/2017.

Officer's Name: ..... Signature: ..... Date .....

- ☐ Documentation is now complete and the application is accepted for lodgement

Officer's Name: ..... Signature: ..... Date .....

brunton
PLUMBING

O J Soanes and Son Ltd
T/A Brunton Plumbing
P O Box 167, Morrinsville
07889 6953

Job Description: To remove a bath & install a toilet.

Customer: Barbara Hammond

Address: 9 Pooles Road

Valuation No: _____

To Whom It May Concern:

I give permission for Brunton Plumbing to act as my agent to undertake the plumbing work I have requested and to deal with all matters regarding building consents as required by the local council in relation to consents required for the work to be undertaken.

Signature: B Hammond Date: 23-12-2016

Ninth Edition 2012 (5)

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: 28. 11. 2016

VENDOR: Shirley Ann BAILEY and Judith Helen MARSTON

PURCHASER: Barbara Ann HAMMOND **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: 9 Pooles Road, Te Aroha

Estate: FEE SIMPLE ~~LEASEHOLD~~ ~~STRATUM IN FREEHOLD~~ ~~STRATUM IN LEASEHOLD~~ ~~CROSSLEASE(FEE SIMPLE)~~ ~~CROSSLEASE(LEASEHOLD)~~ (fee simple if none is deleted)

Legal Description:

Area (more or less):	Lot/Flat/Unit:	DP:	Unique Identifier or CT:
731 sqm	LOT 3	DP37404	SA979/90

PAYMENT OF PURCHASE PRICE

Purchase price: $334,000 Three hundred and thirty-four thousand dollars ~~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 14.0):

Deposit (refer clause 2.0): $20,000 Twenty thousand dollars Payable to Property Brokers Limited Trust Account 03 0718 0177630 04 upon this agreement becoming unconditional

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

(1) By payment in cleared funds on the settlement date which is 21 days after this agreement becomes unconditional

OR

~~(2) In the manner described in the Further Terms of Sale.~~ **Interest rate for late settlement: 15.00% p.a.**

CONDITIONS (refer clause 10.0)

Finance Condition

Lender: Purchasers choice

Amount required: Sufficient for the purchasers to complete this transaction on terms and conditions acceptable to themselves

Finance date: 15 working days from the date of this agreement

LIM required: (refer clause 10.2) Yes/~~No~~

Building report required: (refer clause 10.3) ~~Yes~~/No

OIA Consent required: (refer clause 10.4) ~~Yes~~/No

Land Act/OIA date:

TENANCIES (if any)

Name of tenant: Vacant possession

Bond: $ **Rent: $** **Term:** **Right of renewal:**

SALE BY:

PB Te Aroha
Property Brokers Ltd
152 Whitaker Street
TE AROHA 3320
Manager: Jennifer Nickel
Salesperson: Jennifer Nickel (027 478 8946)
Second Salesperson: Wayne Heron

Phone: 07 884 9547
Fax: 07 884 7675
Email: tearoha@propertybrokers.co.nz
ID: F3378884-A917-4141-8F0A-5310403535FA

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 1, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

JA JM BAH

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) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
(3) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
(4) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
(5) "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.
(6) "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.
(7) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
(8) "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.
(9) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
(10) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
(11) "LINZ" means Land Information New Zealand.
(12) "Local authority" means a territorial authority or a regional council.
(13) "OIA Consent" means consent to purchase the property under the Overseas Investment Act 2005.
(14) "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.
(15) "Property" means the property described in this agreement.
(16) "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.
(17) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
(18) "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.
(19) "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.
(20) "Settlement date" means the date specified as such in this agreement.
(21) "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.
(22) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
(23) "Unit title" means a unit title under the Unit Titles Act 2010.
(24) The terms "principal unit", "accessory unit", "owner", "unit plan", and "unit" have the meanings ascribed to those terms in the Unit Titles Act 2010.
(25) The term "rules" includes both body corporate rules under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.
(26) The terms "building", "building consent", "code compliance certificate", "compliance schedule", "household unit", and "commercial on-seller" have the meanings ascribed to those terms in the Building Act.
(27) The term "title" includes where appropriate a computer register within the meaning of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
(28) The terms "going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", and "taxable activity" have the meanings ascribed to those terms in the GST Act.
(29) The terms "tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 1952.
(30) The terms "associated person", "conveyancer", "residential land purchase amount", "offshore RLWT person", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
(31) The term "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
(32) "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 10.2(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.
(33) Unless a contrary intention appears on the front page or elsewhere in this agreement:
  (a) 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
  (b) 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.

1.2 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 1.2(2).

1.3 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 facsimile; or
    (iv) by email; or
    (v) 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 1.3(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 facsimile transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the lawyer's office;
  (d) in the case of email, when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement;

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).

3.13 Where subclause 3.12(1) applies and the parties are unable to agree upon any amount claimed by the vendor for additional expenses and damages:
(1) an interim amount shall on settlement be paid to a stakeholder by the purchaser until the amount payable is determined;
(2) the interim amount must be a reasonable sum having regard to all of the circumstances;
(3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer 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;
(4) the stakeholder shall lodge the interim amount on 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;
(5) 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;
(6) the amount determined to be payable shall not be limited by the interim amount; and
(7) 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.

Vendor Default: Late Settlement or Failure to Give Possession

3.14 (1) For the purposes of this subclause 3.14:
(a) the default period means:
(i) in subclause 3.14(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 3.14(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
(iii) in subclause 3.14(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 3.14(2)(b) during the default period. A purchaser in possession under this subclause 3.14(3) is a licensee only.
(4) Notwithstanding the provisions of subclause 3.14(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 3.14(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 3.14(2)(b) during the default period.
(6) The provisions of this subclause 3.14 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) Where the parties are unable to agree upon any amount payable under this subclause 3.14:
(a) an interim amount shall on settlement be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined;
(b) the interim amount shall be the lower of:
(i) the amount claimed; or
(ii) 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.
(c) the stakeholder shall lodge the interim amount on 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;
(d) 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;
(e) the amount determined to be payable shall not be limited by the interim amount; and
(f) 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.

Deferment of Settlement and Possession

3.15 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).

3.16 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.

3.17 If
(1) the property is a unit title;
(2) the settlement date is deferred pursuant to either subclause 3.15 or subclause 3.16; 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 9.2(3),
(4) then the vendor may extend the settlement date:
(a) where there is a deferment of the settlement date pursuant to subclause 3.15, 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 3.16, 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.

(e) 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;
(f) in the case of sending by secure web document exchange, at the time when in the ordinary course of operation of that secure web document exchange, a notice posted by one party is accessible for viewing or downloading by the other party.

(5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.
(6) In accordance with section 20(1) of the Electronic Transactions Act 2002, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of an electronic communication, subject to the rules regarding service set out above.

1.4 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 2010; and
(b) an additional disclosure statement under section 148 of the Unit Titles Act 2010 (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 2010 to postpone the settlement date until after the disclosure statements have been provided; or
(4) this agreement is cancelled pursuant to subclause 6.2(3)(c) or avoided pursuant to subclause 10.6(5) or, 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 2010 has cancelled this agreement pursuant to that section, or has waived the right to cancel by giving notice to the vendor, or by completing settlement of the purchase.

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 on or before the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property and 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 3.14);
(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.

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.

(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.

6.4 Except as provided by section 7 of the Contractual Remedies Act 1979, no error, omission, or misdescription of the property or the title shall enable the purchaser to cancel this agreement but compensation, if claimed by notice before settlement in accordance with subclause 6.1 but not otherwise, shall be made or given as the case may require.

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 settlement:
(1) The chattels 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 so to deliver them shall only create a right of compensation.
(2) All electrical and other installations on the property are free of any charge whatsoever.
(3) There are no arrears of rates, water rates or charges outstanding on the property.
(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.
(9) Any chattels included in the sale are the unencumbered property of the vendor.

7.3 If the property is or includes part only of a building, the warranty and undertaking in subclause 7.2(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.

7.4 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.

7.5 If the purchaser has not validly cancelled this agreement, the breach of any warranty or undertaking contained in this agreement does not defer the obligation to settle but that obligation shall be subject to the rights of the purchaser at law or in equity, including any rights under subclause 6.4 and any right of equitable set-off.

8.0 Claims for compensation

8.1 If the purchaser claims a right to compensation either under subclause 6.4 or for an equitable set-off:
(1) the purchaser must serve notice of the claim on the vendor on or before the last working day prior to settlement; and
(2) the notice must:
(a) in the case of a claim for compensation under subclause 6.4, state the particular error, omission, or misdescription of the property or title in respect of which compensation is claimed;
(b) in the case of a claim to an equitable set-off, state the particular matters in respect of which compensation is claimed;
(c) comprise a genuine pre-estimate of the loss suffered by the purchaser; and
(d) be particularised and quantified to the extent reasonably possible as at the date of the notice.

8.2 For the purposes of subclause 8.1(1), "settlement" means the date for settlement fixed by this agreement unless, by reason of the conduct or omission of the vendor, the purchaser is unable to give notice by that date, in which case notice may be given on or before the last working day prior to the date for settlement fixed by a valid settlement notice served by either party pursuant to subclause 11.1.

8.3 If the amount of compensation is agreed, it shall be deducted on settlement.

8.4 If the amount of compensation is disputed:
(1) an interim amount shall be deducted on settlement and paid by the purchaser to a stakeholder until the amount of the compensation is determined;
(2) the interim amount must be a reasonable sum having regard to all of the circumstances;
(3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer 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;
(4) the stakeholder shall lodge the interim amount on 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;
(5) 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;
(6) the amount of compensation determined to be payable shall not be limited by the interim amount; and
(7) 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.

8.5 The procedures prescribed in subclauses 8.1 to 8.4 shall not prevent either party taking proceedings for the specific performance of the contract.

New Title Provision

3.18 (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 172A of the Land Transfer Act 1952, of that title is not obtainable by the tenth working day prior to the settlement date,
(c) 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 3.18(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to issue.

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 untenantable and it is untenantable 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 untenantable 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 untenantable 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 8.4 for when an amount of compensation is disputed.

5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, Boundaries and Requisitions

6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.

6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
(a) the tenth working day after the date of this agreement; or
(b) the settlement date.
(2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 172A of the Land Transfer Act 1952 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.
(4) 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.

6.3 (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 user 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.

9.0 Unit title and cross lease provisions

Unit Titles

9.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act 2010 ("the 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.

9.2 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 Act; and

(b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the 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 Act or the Unit Titles Act 1972.

(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 Act or the Unit Titles Act 1972.

(7) The vendor has no knowledge or notice of any fact which might give rise to or indicate the possibility of:

(a) the owner or the purchaser incurring any other liability under any provision of the Act or the Unit Titles Act 1972; 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 Act or the Unit Titles Act 1972.

(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.

9.3 If the property is a unit title, in addition to the purchaser's rights under sections 149 and 150 of the Act, and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 in accordance with the requirements of subclause 9.2(3), 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.

9.4 If the property is a unit title, each party specifies that:

(1) the facsimile number of the office of that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the 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 Act.

9.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to subclause 3.6(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.

Unauthorised Structures – Cross Leases and Unit Titles

9.6 (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 6.2(4) shall apply with the purchaser's demand under subclause 9.6(1) being deemed to be an objection and requisition.

10.0 Conditions and mortgage terms

Particular Conditions

10.1 If particulars of any finance condition(s) are inserted on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance in terms of those particulars on or before the finance date.

10.2 (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:

(a) that LIM is to be obtained by the purchaser at the purchaser's cost;

(b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and

(c) this agreement is conditional upon the purchaser approving that LIM provided that such approval must not be unreasonably or arbitrarily withheld.

(2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of subclause 10.8(5) shall apply.

(3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.

(4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of subclause 10.8(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.

10.3 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 tenth 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. The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods. 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. The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent. If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 10.8(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.

10.4 (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 Land Act/OIA date shown on the front page of this agreement, 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.

10.5 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is subject to the vendor obtaining the necessary consent by the Land Act/OIA date shown on the front page of this agreement.

10.6 If the Land Act/OIA date is not shown on the front page of this agreement that date shall be the settlement date or a date 85 working days from the date of this agreement whichever is the sooner.

10.7 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.

Operation of Conditions

10.8 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.

Mortgage Terms

10.9 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.

10.10 If the vendor is to advance mortgage moneys to the purchaser then, unless otherwise stated, the mortgage shall be in the appropriate "fixed sum" form currently being published by Auckland District Law Society Incorporated.

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 this agreement 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 as aforesaid 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 giving 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 Agent

13.1 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 appoints as the vendor's agent to effect the sale. The vendor shall pay the agent's charges including GST for effecting such sale.

13.2 The agent may provide statistical data relating to the sale to the Real Estate Institute of New Zealand Incorporated.

14.0 Goods and Services Tax

14.1 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).

14.2 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.

14.3 The vendor warrants that any dwelling and curtilage or part thereof supplied on sale of the property are not a supply to which section 5(16) of the GST Act applies.

14.4 (1) Without prejudice to the vendor's rights and remedies under subclause 14.1, 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.

15.0 Zero-rating

15.1 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 is correct at the date of this agreement.

15.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 2 are correct at the date of this agreement.

15.3 Where the particulars stated on the front page and in Schedule 2 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.

15.4 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 2 or they have altered.

15.5 If any of the particulars stated by the purchaser in Schedule 2 should alter between the date of this agreement and settlement, the purchaser shall notify the vendor of the altered particulars and of any other relevant particulars in Schedule 2 which may not have been completed by the purchaser as soon as practicable and in any event no later than two working days before settlement. The purchaser warrants that any altered or added particulars will be correct as at the date of the purchaser's notification. If the GST treatment of the supply under this agreement should be altered as a result of the altered or added 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.

15.6 If
(1) the particulars in Schedule 2 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,
the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.

15.7 If
(1) the particulars stated in Schedule 2 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 15.3 and 15.4 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.

16.0 Supply of a Going Concern

16.1 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 herein:
(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%.

16.2 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 14.0 of this agreement shall apply.

17.0 Limitation of Liability

17.1 If any person enters into this agreement as trustee of a trust, then:
(1) That person warrants that:
(a) the person has power to enter into this agreement under the terms of the trust;
(b) the person has properly signed this agreement in accordance with the terms of the trust;
(c) the person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this agreement; and
(d) all of the persons who are trustees of the trust have approved entry into this agreement.
(2) 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, 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"). 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.

18.0 Counterparts

18.1 This agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this agreement by signing a counterpart copy and sending it to the other party, including by facsimile or e-mail.

FURTHER TERMS OF SALE

See Appendix

SCHEDULE 1

List all chattels included in the sale

(strike out or add as applicable)

Stove **Fixed floor coverings** **Blinds** ~~**Curtains**~~ **Light fittings**

Clothesline, Dishwasher, Drapes, Heated Towel Rail, Smoke Detectors, Range Hood, Council Recycling Bins and Bags

Appendix - Additional Clauses

19.0 Builders Report

This agreement is conditional upon the Purchaser being satisfied with a report on the property to be obtained from a registered builder or qualified building inspector. Should the Purchaser in good faith be dissatisfied with any matter contained in the report the Purchaser may terminate this agreement by notice in writing to the vendor or the Vendors solicitor, such notice to be received by 5pm on the tenth working day from the date of this agreement.

20.0 Disclosures

Despite any other provision in this agreement, the purchaser acknowledges and accepts that they have been fully informed of the following disclosures and enters into this agreement and accepts the property on this express understanding and will have no claim against the vendor, or Property Brokers, in the future in regard to those disclosures. 1. Leak in the laundry beside the tub - has been repaired

21.0 Methamphetamine Report

The purchaser shall obtain a Methamphetamine report from such specialists as the purchaser considers necessary on the property and this agreement is conditional upon the purchaser being satisfied with it in all respects on or before 5pm on the tenth working day from the date of this agreement. If the purchaser does not approve the said report the purchaser must provide a copy of the report to the vendor's solicitor on the cancellation of this agreement.

22.0 Remedial Works

The Vendor will, before settlement and possession and in a workmanlike manner, repair the garage roller door lock and rewire the clothesline.

SCHEDULE 2

(GST Information - see clause 15.0)

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

1.	The Vendor's registration number (if already registered):	
2.	Part of the property is being used as a principal place of residence at the date of this agreement. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
3.	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
4.	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of question 3 and 4 is "No", go to question 7

5.	The purchaser's details are as follows:	
	(a) Full name: Barbara Ann HAMMOND	
	(b) Address: 50A Allen Street, Morrinsville 3300	
	(c) Registration number (if already registered):	
6.	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or 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 as a principal place of residence by the purchaser or 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
7.	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee")	Yes/No

If the answer to question 7 is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

Section 2

8.	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
9.	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 8 and 9 is "No", there is no need to complete this Schedule any further.

10.	The nominee's details (if known to the purchaser) are as follows:	
	(a) Full name:	
	(b) Address:	
	(c) Registration number (if already registered):	
11.	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or 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 as a principal place of residence by the purchaser or 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

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 Agents 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 2010.

Signature of purchaser(s)

Barbara Ann Hammond

Signature of vendor(s)

BEFORE SIGNING THE AGREEMENT

- 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.
  - 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.
- 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 2010;
  - 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 and 9:
  - 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 1 is accurate.
- Before signing this agreement, 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.

THE PURCHASER IS ENTITLED TO A COPY OF ANY SIGNED OFFER AT THE TIME IT IS MADE.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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DATE: 28 . 11 . 2016

VENDOR:
Shirley Ann BAILEY and Judith Helen MARSTON

Contact Details:
9 Pooles Road
Te Aroha 2971
Phone:027 784 8651 Brian(Evening)021 103 6977 J
Email:j.marston@xtra.co.nz, sbailey@slingshot.co.nz

VENDOR'S LAWYERS:

Firm: Ryan Law

Individual Acting: Alisha Dare

Contact Details: DX GA 24502, TE AROHA 3342
Phone: 07 884 0002
Fax: 07 884 0039
Email: alisha.dare@ryanlaw.co.nz

PURCHASER:
Barbara Ann HAMMOND

Contact Details:
~~58~~A Allen Street 53A
Morrinsville 3300
Phone:027 641 4067
Email:jody@awarenesscorner.co.nz

PURCHASER'S LAWYERS:

Firm: Lepine & Co Tim Kilder Solicitor & Notary Public

Individual Acting: Tim Kilder Jody Garrett

Contact Details: 2 Neal Street, PO Box 62, DX GA28001, PUTARURU 3443
Phone: 07 883 8096 028 404 12 2015
Fax: 07 883 3030
Email: kinder@xtra.co.nz Jgarrett@lepine.co.nz

LICENSED REAL ESTATE AGENT: PB Te Aroha

Agent's Name: Property Brokers Ltd

Manager: Jennifer Nickel

Salesperson: Jennifer Nickel (027 478 8946)
Second Salesperson: Wayne Heron

Contact Details: 152 Whitaker Street
TE AROHA
3320
Phone: 07 884 9547
Fax: 07 884 7675
Email: tearoha@propertybrokers.co.nz

Bluey Howell Draughting Ltd

14 KARO PLACE MATAMATA
PHONE 07 888 4199
FAX 07 888 4144
E MAIL blueyh@xtra.co.nz

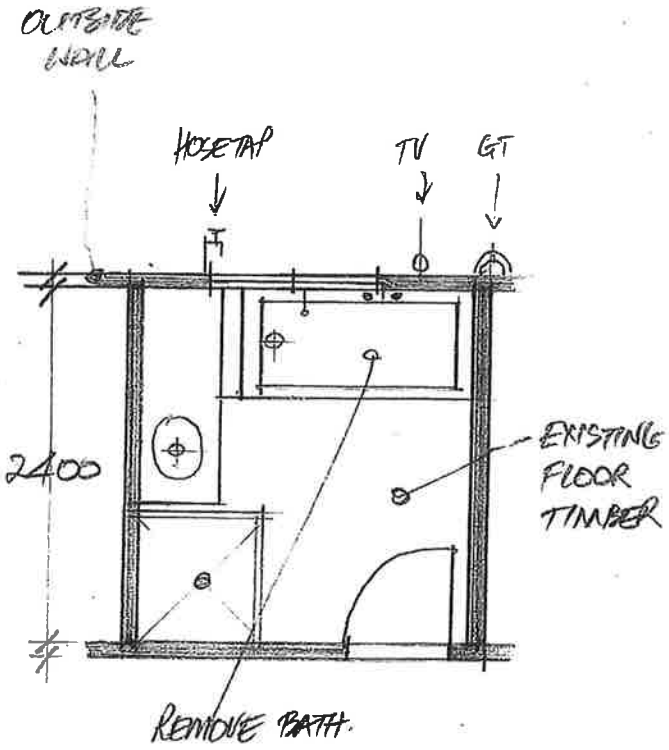
BATHROOM AREA ALTERED.

Google Earth feet 100 meters 50

Bluey Howell Draughting Ltd

14 KARO PLACE MATAMATA
PHONE 07 888 4199
FAX 07 888 4144
E MAIL blueyh@xtra.co.nz

9 POOLES ROAD
TE AROHA.



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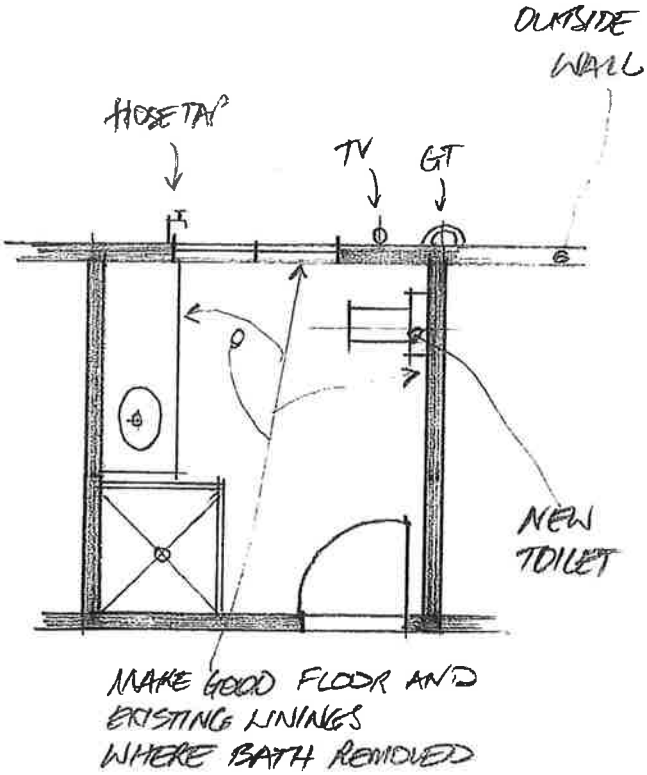

PROPOSED.