

Statutory Forms

- **Inspection List – By Council**
- **Building Consent Form (Form 5) – By Council**
- **Code Compliance Application (Form 6) – By Council**
- **Installation & PS3 Forms – By Council**
- **Application Form**
- **LBP Design Certificates**
- **Certificate of Title or Sales & Purchase Agreement**
- **PIM, Resource Consent – By Council**

PLEASE NOTE

- Although your Consent documentation states 24 hours notice is required, it is not always possible to carry out an inspection within the 24 hour period.
- It is important that you book your inspection at least 2-3 days in advance.
- Delays in your building project may occur if we are unable to carry out an inspection at short notice, particularly for concrete pours.
- If an inspection of the building works is not carried out in accordance with the Inspection Schedule it could affect the issue of the Code Compliance Certificate.

To book inspections ring WDC on
03 311 8240

All inspections are subject to a separate charge.

All reinspections will be charged and recorded separately even if other inspections are carried out on the same day.

Using engineers & other professionals

If an engineer has been engaged to carry out various site inspections you will need to provide copies of his/her site notices to us and a producer statement, call a PS4 from the engineer confirming the building elements designed and inspected by the engineer were completed in accordance with the approved design.

Confirmation of installation of products

We require producer statements, warranties & installation certificates from various installers as a way of confirming products have been installed in accordance with the manufacturers recommendations. These are commonly required for exterior claddings, wet area tanking, membrane roofing/decking and effluent fields. Energy certificates such as electrical and gas certificates need to be provided too. You will need to provide these to us prior to the issue of the Code Compliance Certificate.

Applying for a Code Compliance Certificate (CCC)

When you are satisfied your project is complete please book a final inspection and complete and sign *form 6*, application for Code Compliance Certificate which is enclosed with your building consent. You should have this form ready for when the building Inspector arrives on site to carry out the final inspection. Please note all outstanding monies must be paid prior to the issue of the CCC.

Grant or refuse a CCC

We are required to make a decision to grant or refuse a CCC if you do not formally apply for a CCC within two years of the granting of the building consent. The date your consent was granted is the date at the bottom of the building consent form. If you do not apply for a CCC or arrange an extension with us within the two year period we will carry out an inspection of the building work. An additional fee applies for this work.

Lapsing of your consent

Your building consent will lapse if building work has not commenced within 12 months after the date of issue of the building consent. The issue date is deemed to be the day you paid for the consent. In saying this we understand things don't always run smoothly so you can apply for a time extension which we may agree to. A fee applies for this.

Site Inspection Sheet

Application

| | | |
|------------------|------------|-----------------|
| Robert Giller | No. | 130752 |
| 424 Barkers Road | Issue date | 9/05/13 |
| RD 2 | | |
| Rangiora 7472 | Overseer | Nicola McAnulty |

Project

| | |
|-------------------|--|
| Description | New Farm Buildings - Other Being Stage 1 of an intended 1 Stages Farm Shed |
| Intended Life | Indefinite, but not less than 50 years |
| Intended Use | Storage |
| Estimated Value | \$35,000 |
| Location | 424 Barkers Road, Loburn |
| Legal Description | Lot 2 DP 459208 |
| Valuation No. | 2149018309 |

This inspection list and all the approved plans relating to this building consent are to be kept on site and available to the building and/or plumbing and drainage inspector, or approved building certifier, on request.

Please give at least 24 hours notice for the next required inspection.

Work cannot proceed past each step until that step has been inspected and approved, and this form signed by the relevant inspector or certifier.

Name

Address

Signature

Plumber

Drainlayer

This sheet is to be returned to Waimakariri District Council when applying for your Code Compliance Certificate.

Note: If this form is not completed, the Code Compliance Certificate will not be issued until Council is satisfied that the building complies with the New Zealand Building Code.

When this project is completed this inspection sheet will be attached to the relevant property file held at the Council office.

Please note! The approved plans and this inspection sheet are to be available on site, on request, at all times.

3

Site Inspection Sheet

Post Holes

Final

Form 5

Building consent 130752

Section 51, Building Act 2004

The building

Street address of building: 424 Barkers Road, Loburn

Legal description of land where building is located: Lot 2 DP 459208

Valuation number: 2149018309

Building name:

Location of building within site/block number:

Level/unit number:

The owner

Name of owner: Robert Giller

Contact person:

Mailing address: 424 Barkers Road, RD 2, Rangiora 7472

Street address/registered office:

Phone number: Landline:

Mobile: 0273143896

Daytime:

After hours: 033142245

Facsimile number:

Email address: waiorafarm@amuri.net

Website:

First point of contact for communications with the council/building consent authority:

As above

Building work

The following building work is authorised by this building consent:

Farm Shed

Storage

This building consent is issued under section 51 of the Building Act 2004. This building consent does not relieve the owner of the building (or proposed building) of any duty or responsibility under any other Act relating to or affecting the building (or proposed building).

This building consent also does not permit the construction, alteration, demolition, or removal of the building (or proposed building) if that construction, alteration, demolition, or removal would be in breach of any other Act.

This building consent is subject to the following condition:

The Building Act 2004, s90, states that agents authorised by the building consent authority (the Council) for the purposes of this section are entitled, at all times during normal working hours or while building work is being done, to inspect –

- (a) land on which building work is being or is proposed to be carried out; and
- (b) building work that has been or is being carried out on or off the building site; and
- (c) any building.

This building consent is issued with the following advice notes:

1. This consent is issued subject to the attached Building Inspection Works Schedule:
2. Please note that the consent fees allow for a single inspection of construction stages of the project as specified in the inspection schedule. Any extra inspections required will be invoiced before a code compliance certificate is issued.
3. All boundary survey pegs must be located by discovery or redefinition before work is commenced.
4. Any special conditions of consent endorsed on the Building Consent and/or documents MUST be drawn to the attention of the subcontractors.
5. The duplicate copy of the approved consent documents and inspection schedule must remain on site during construction.
6. All inspections listed must be requested. It is advisable to give at least 48 Hours Notice.
7. Comply with the endorsements on the plan.
8. Stormwater to be contained within the property.
9. Please note that any material deviation from the approved documents will require a formal application for amendment. Amendments that are not of a material nature can be approved by a Building Officer or Building Inspector by way of the endorsement of the approved consent documentation and/or narrative on an inspection notice. For the sake of completeness examples of variations that are minor include: - Substituting one product for a similar product such as an internal lining, insulation, etc - Substituting the type of timber treatment - Minor wall bracing changes - A change to a component (e.g, fixing bracket) - Changing a room layout (fixtures and fitting in a bathroom/kitchen) - A construction change e.g, the framing method around a window
10. All relevant energy certificates will need to be supplied prior to the issue of the Code Compliance Certificate.
11. Your consent is issued subject to manufactures technical information about their products, installation and maintenance is to be as this technical information requires.

Compliance schedule

A compliance schedule is not required for the building.

Attachments

Copies of the following documents are attached to this building consent:

A handwritten signature in black ink, appearing to read 'S. M. J.', is positioned above a horizontal line.

Signature

On behalf of: Waimakariri District
Council

Administration

Date: 9/05/13

Form 6

Application for code compliance certificate

Section 92, Building Act 2004

The building consent

Building consent number: 130752

Issued by: Waimakariri District Council

Valuation number: 2149018309

*The owner

Name of owner: Robert Giller

†Contact person:

Mailing address: 424 Barkers Road, RD 2, Rangiora 7472

Street address/registered office:

Phone number: Landline:

Mobile: 0273143896

Daytime:

After hours: 033142245

Facsimile number:

Email address: waiorafarm@amuri.net

Website:

The following evidence of ownership is attached to this application: [copy of certificate of title, lease, agreement for sale and purchase, or other document showing full name of legal owner(s) of the building]

First point of contact for communications with the council/building consent authority:

As above^{||}

Application

All building work to be carried out under the above building consent was completed on 9/05/13

The personnel who carried out the building work are as follows:

I request that you issue a code compliance certificate for this work under section 95 of the Building Act 2004.

The code compliance certificate should be sent to: 424 Barkers Road, RD 2, Rangiora 7472 (Owner)

Signature of owner

Name of person signing

Date:

Attachments

The following documents are attached to this application:

[¶]Certificates from the personnel who carried out the work

[¶]Certificates that relate to the energy work

[¶]Evidence that specified systems are capable of performing to the performance standards set out in the building consent

*Delete this section if details have not changed from the building consent.

[†]Delete if owner is an individual.

[‡]Delete this section if the application is not being made on behalf of the owner.

[§]Delete if the agent is an individual.

^{||}Contact details must be in New Zealand.

[¶]Delete items not applicable.



Private Bag 1005, Rangiora 7440
Ph 03 311 8900, 03 327 6834 Fax 03 313 4432
www.waimakariri.govt.nz

BUILDING CONSENT AND/OR PIM APPLICATION FOR DWELLINGS & OTHER WORK THAT DOES NOT FIT THE CRITERIA FOR SPECIFIED MINOR WORKS FIXED FEE.

NOT FOR COMMERCIAL PROJECTS.

Under The Building Act 2004

BC No. 130752

THE BUILDING

1. Site address (street/road/township): 424 Barkers Road Loburn
2. Legal Description of the land where the building is located:
Lot: 2 DP: 459208
Valuation Roll Number: 2149018309

Note: Only complete items here that are applicable to your project.

3. Building Name: (eg: where buildings have Official Names)
4. Location of Building within Site:
(only applicable to multi-development sites)
5. Number of Levels: 1 6. Level/Unit No: 1
7. Floor Area - Existing: 162 New: 162 Total: 162
8. Current Lawfully Established Use
(eg: Use on any previous consent for the existing building):
9. Year Building First Constructed:
(only applicable to existing buildings, approximate date is acceptable, eg 1920's or 1960-1970)

THE APPLICANT / OWNER

10. Owner's Name: (Company or Organisation name)
Robert C. B. Giller
11. Contact Person: (If Owner is not an Individual)
Rob Giller
12. Mailing Address: 424 Barkers Road Loburn 7440 Postcode: 7440
13. Street Address / Registered Office:
14. Contact Numbers: Landline 03 3142 245
Mobile: 027 3143 896 Daytime:
After hours: 03 3142 245
15. Fax:
16. Email: waiorafarm@amari.net
17. The following evidence of ownership is attached to this application, eg:
☐ Copy of Certificate of Title (current within 1 month)
☐ If Certificate of Title is not issued:
☒ Signed copy of Sale and Purchase Agreement

AGENT / CONTACT

18. Name of Agent:
19. Contact Person:
20. Mailing / Billing Address:
21. Street Address / Registered Office:
22. Contact Numbers: Landline
Mobile: Daytime:
After hours:
23. Fax:
24. Email:
25. Authorisation from owner, see page 2
(required when application not signed by owner)
26. Note: The "Agent/Contact" will be the first point of contact for all communications with the Council / Building Consent Authority regarding this Application / Building Work and will receive all correspondence including all invoices.

APPLICATION

27. I request that the following (please select one) be issued for the Building Work described in this Application:
- ☐ Project Information Memorandum Only: (PIM)
- ☐ Building Consent for PIM No:
- ☒ Building Consent: (including Project Information Memorandum)
- ☒ Building Consent without PIM: Planning Check applies
- ☐ Exemption from the need for B/C: (Refer Schedule 1, Section 'K' BA04)



Fee Paid on Application

Deposit \$ Fixed Fee \$

761
Date: 24-4-13
Receipt: 582009
Officer: Karen Johns

THE PROJECT

28. Type of Building Work (ie: shop, office...):

Form Shed

29. Specify the intended use of the building

Form storage & hobbies

30. Will the building work result in a change of use of this building?

Yes ☐ No ☒

Will Hazardous Substances be stored in the building?

Yes ☐ No ☒

31. Intended life of the building:

☒ Indefinite but not less than 50 years
☐ Or specified as _____ years

32. List Building Consents previously issued for this

building (if any) (ie: is this project being constructed in stages? Is this consent for a relocated or transportable building?):

33. Estimated Value (incl GST) \$35 000

(ie the estimated aggregate of the values of all goods and services to be supplied for the building work and includes GST).

AGENT AUTHORISATION

I authorise _____

to act as agent on my behalf for the Building Consent process.

Name: _____

Date: _____

Signed: _____

by owner

PROJECT INFORMATION MEMORANDUM

This section must be completed if you are applying for a PIM

DO NOT complete this section if a PIM has already been issued

The following documents are attached to this application: RB

- ☒ Site plan, Floor plans, Elevations for proposed building, Certificate of Title, and/or Sales and Purchase Agreement.
- ☒ One copy of all information required (all plans to be dimensioned, scaled and accurate). Plans must be A3 or A4 size.
- ☒ Application Fee (as per Council Fees and Charges Schedule)

BUILDING CONSENT

(DO NOT complete this section if the Application is for a Project Information Memorandum only)

34. The following documents are attached to this application:

- ☒ 1 copy - building plans (site plans, floor plans, elevation plans) (one set of plans only, must be A3 or A4 size)
- ☒ 1 copy of each - specifications, producer statements, truss details (refer below)
- ☒ 1 copy - Certificate of Title and/or Sale and Purchase Agreement. Current C/T required (issued within one month of application) All plans to be dimensioned, scaled and accurate
- ☒ Project Information Memorandum
- ☒ Development Contribution Notice (if applicable)
- ☒ Certificate attached to Project Information Memorandum (Resource Management Act)
- ☒ Certificate of design work from Licenced Building Practitioner
- ☒ Restricted Building Work - see page 8
- ☒ Key personnel - see page 9

35. See page 10 for a Schedule confirming the Building Work will comply with the Building Code.

NB: Where a buildable truss design certificate is used for the granting of a Building Consent, an 'as built' truss design must be provided to us for assessment ten days prior to the structure and pre-roof inspection. A set fee will be charged at the time of granting of the consent to cover the assessment of the as built truss design information.

Where a Building Consent has been granted using an 'as built' truss design certificate, no further information will be required unless the design/layout of the roof has changed from consented design and layout.

NOTES BY APPLICANT

Other notes or comments which you as the applicant may wish to add, eg: Resource Consents

APPLICATION INFORMATION

(a) Project Information Memorandum (PIM)

A PIM will be issued within 20 working days provided all the required information is supplied with the application. Processing time is stopped whenever further information is required and starts again when the correct information is received. It is not mandatory to apply for a PIM. Applicants can choose not to apply for a PIM when they consider that the information would not be relevant for their building project.

A fee is required to accompany your PIM application (as per Council's fees and Charges Schedule).

b) Planning Check

Where a PIM is not sought, a Planning Check will be undertaken to ensure your proposal complies with the District Plan.

c) Building Consent (BC)

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

Once the building consent has been processed, you will receive notification, which will include an invoice for the fees payable.

Once the fees are paid in full, your Building Consent will be issued.

d) Combined Project Information Memorandum & Building Consent Applications.

Applications for a combined PIM/BC will only be accepted when sufficient information is provided to permit the Building Consent to be processed.

If insufficient information is provided, then further information will be requested, or your application may be returned to you.

INSPECTIONS

During the process of construction, inspections will be necessary to confirm all work complies with your approved Building Consent documentation. Please ring the Council on 03 311 8240 well in advance of requiring an inspection to ensure that this can be arranged.

The inspections required will be set out in the Building Consent documentation issued by the Council. Failure to have a prescribed inspection carried out may put the issue of the Code Compliance Certificate at risk.

Failed inspections will incur a re-inspection charge.

RESOURCE CONSENT

Your application will be assessed by the Planning Unit of the Council to determine whether your project complies with the relevant District Plan requirements.

If your application does not comply with District Plan requirements you will need to either amend your proposal to comply or apply for a Resource Consent. A Certificate will be attached to your Project Information Memorandum to notify that a Resource Consent is required prior to building work commencing. It is recommended that you contact the Planning Unit to determine the process from there. Ring 03 311 8900.

CODE COMPLIANCE CERTIFICATE

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

**fees apply*

DOCUMENTATION CHECKLIST

Applicants must mark all items provided with ☒ or leave blank if not applicable

**FOR OFFICE
USE ONLY:**
these have been
provided

APPLICATION FORM (one copy required)

- ☐ Fully complete all sections
- ☐ Means of Compliance with NZBC - Designer to complete
- ☐ Provide the correct legal description (Council can help with this)
- ☒ Provide one copy of the current Certificate of Title, or Sales and Purchase Agreement - not more than one month old
- ☒ Give name and contact numbers of contact person (if not the owner)
- ☒ State the project location (street address or location details as near as possible if no address)
- ☒ Sign and date the form
- ☒ Agent Authorisation (section completed where applicable)
- ☒ Certificate/s of design work (LBP)

DESIGN BASIS (to be completed by the Designer)

Please list the following basis for the building design:

- ☐ Wind Zone
- ☐ Earthquake Zone
- ☐ Snow Zone/Altitude
- ☐ Corrosion Zone (if applicable)
- ☐ Building is specifically Engineer-designed
- ☐ Complies with NZS 3604: 2011
- ☐ Both Specific Design and NZS 3604

DESIGN DOCUMENTS (one copy required)

- ☐ Weather Tightness Risk Matrix
- ☒ Truss Design Layout and Producer Statement *PS 1*
- ☐ Bracing Calculations / Plan
- ☐ H1 Energy Efficiency Calculations

SITE PLAN (one copy)

- ☒ Overview of site showing legal boundaries as per current Title
- ☒ Showing proposed and existing structures (including swimming pools)
- ☒ Distances to boundaries
- ☒ Proposed and existing site levels
- ☒ North Point
- ☒ Utility infrastructure (sewer, water pipelines, septic tanks etc) where applicable
- ☒ Water races, drains, topographic features

DRAINAGE LAYOUT

One copy to scale usually 1:100 or 1:50

- grand. straight to the point.*
- | | |
|---|--|
| <input type="checkbox"/> Foul Water - Showing waste pipes, sizes, grades, venting | <input checked="" type="checkbox"/> Storm Water - Pipe sizes, grades, downpipe locations |
| <input type="checkbox"/> Foul Water to discharge point | <input type="checkbox"/> Storm Water drain to discharge point |

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FOUNDATION LAYOUT

One copy to scale usually 1:100 or 1:50

- | | |
|---|---|
| <input checked="" type="checkbox"/> Full foundation layout plan | <input type="checkbox"/> Slab thickenings, shrinkage control joints and reinforcing rebates |
| <input type="checkbox"/> For timber floors, show all pile layout, pile types and bracing location | |

FLOOR PLANS

One copy to scale usually 1:100 or 1:50

- | | |
|---|---|
| <input type="checkbox"/> Layout of all floors fully dimensioned. For alterations and/or additions provide both new and existing floor plans | <input type="checkbox"/> Lintel sizes |
| <input type="checkbox"/> Doors and window positions and sizes | <input type="checkbox"/> HWC Location |
| <input type="checkbox"/> Layout of amenity areas (laundry etc) | <input type="checkbox"/> Roof Space Access |
| <input type="checkbox"/> Main structural beams that are not shown elsewhere | <input type="checkbox"/> Gas Cylinder Location |
| | <input type="checkbox"/> Room names |
| | <input type="checkbox"/> Location of Smoke Alarms |
| | <input type="checkbox"/> Location of Heating Unit (if applicable) |

EXTERIOR ELEVATIONS

One copy to scale usually 1:200 or 1:50

- | | |
|---|---|
| <input type="checkbox"/> Elevations of all external walls showing claddings | <input type="checkbox"/> Accurate ground levels existing and proposed |
| <input type="checkbox"/> Doors and windows showing opening sections | <input type="checkbox"/> Subfloor ventilation for timber floors |
| <input type="checkbox"/> Show location of Solar Panels | <input type="checkbox"/> Show roof bracing on elevations if not shown elsewhere |

CROSS SECTION AND CONSTRUCTION DETAILS

One copy to scale usually 1:50 or 1:20 for sections and 1:10 for details (minimum scale)

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

SPECIFICATION - One copy

The specification must be for the project. We will not accept standard specifications unless they relate directly to the building and they cover the project accurately and fully. Multi-choice specifications will not be accepted. A brief accurate specification is usually best.

☐ Provide a written specification to cover all of the trades involved in the project. All materials used in the project are fully specified including fixings of all materials and components.

☐ The specification can be written on the drawings as long as all materials are fully covered.

FOR OFFICE
USE ONLY:
these have been
provided

SPECIFIC DESIGNS - One copy

For all components that require specific design, provide the following:

☐ The Chartered Professional Engineer's Producer Statement

☐ The Engineer's monitoring schedule if the Engineer chooses to do site monitoring

☐ All structural calculations

☐ Structural details showing connections and details of the components

☐ Solar technical details and plumbing schematic

☐ Log Fire and Flue Installation Instructions

☐ Current Potable Water Test

☐ Effluent Disposal Design & ECan's copy of the submitted application form or approval

☐ Wastewater system designs when required to be done by a Chartered Professional Engineer such as in a hazard zone

OFFICE USE ONLY

Further information required? Yes ☐ No ☒

Application accepted? Yes ☒ No ☐ Date of acceptance 24/4/13

Further information provided? Yes ☐ No ☒

Officer

Salc. [Signature]

RESTRICTED BUILDING WORK

Will the building 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 work begins].

NB: Site inspections will not be undertaken until the name, licensing class, and practitioner/registration number of the LBP has been provided.

| Licence Class | Name | Licensed Building Practitioner Number (or registration number if treated as being licensed under section 291 of the Building Act 2004) |
|--------------------|------|---|
| Foundations | | |
| Carpentry | | |
| Exterior Plasterer | | |
| Bricklayer | | |
| Blocklayer | | |
| Roofer | | |

KEY PERSONNEL**BUILDER**

Name: Jeff Odonell Reg. No:
Address: Hawarden
Phone No: 314 Fax No:
Email:

DESIGNER(S)

Name: Reg. No:
Address:
Phone No: Fax No:
Email:

CERTIFYING DRAINLAYER

Name: Reg. No:
Address:
Phone No: Fax No:
Email:

CERTIFYING PLUMBER

Name: Reg. No:
Address:
Phone No: Fax No:
Email:

CERTIFYING GASFITTER

Name: Reg. No:
Address:
Phone No: Fax No:
Email:

REGISTERED ELECTRICIAN

Name: Reg. No:
Address:
Phone No: Fax No:
Email:

STRUCTURAL ENGINEER

Name: Reg. No:
Address:
Phone No: Fax No:
Email:

BUILDING CODE COMPLIANCE

Application for project information memorandum and/or building consent

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

[if you are not sure which clauses are applicable, consult with your builder, designer, or architect]

| Clause [tick relevant clause numbers of Building Code] | Means of compliance [refer to the relevant compliance document(s) or detail of alternative solution in the plans and specifications; if not applicable, put n/a] | Waiver / modification required [state nature of waiver or modification of building code required; if not applicable, put n/a] |
|---|---|--|
| <input checked="" type="checkbox"/> B1 Structure | | |
| <input checked="" type="checkbox"/> B2 Durability | | |
| C1 Outbreak of fire | | |
| C2 Means of escape | | |
| C3 Spread of fire | | |
| C4 Structural stability during fire | | |
| D1 Access routes | | |
| D2 Mechanical installations for access | | |
| <input checked="" type="checkbox"/> E1 Surface water | ASI | |
| <input checked="" type="checkbox"/> E2 External moisture | ASI | |
| E3 Internal moisture | | |
| F1 Hazardous agents on site | | |
| F2 Hazardous building materials | | |
| F3 Hazardous substances and processes | | |
| F4 Safety from falling | | |
| F5 Construction and demolition hazards | | |
| F6 Lighting for emergency | | |
| F7 Warning systems | | |
| F8 Signs | | |
| G1 Personal hygiene | | |
| G2 Laundering | | |
| G3 Food preparation and prevention of contamination | | |
| G4 Ventilation | | |
| G5 Interior environment | | |
| G6 Airborne and impact sound | | |
| G7 Natural light | | |
| G8 Artificial light | | |
| G9 Electricity | | |
| G10 Piped services | | |
| G11 Gas as an energy source | | |
| G12 Water supplies | | |
| G13 Foul water | | |
| G14 Industrial liquid waste | | |
| G15 Solid waste | | |
| H1 Energy efficiency | | |

All the relevant information on this form is required to be provided under the Building Act and Resource Management Act for the Waimakariri District Council to assess your application. Under these Acts this information has to be made available to members of the public. The information contained in this application may be made available to other units of the Council. You have the right to access the personal information held about you by the Council which can be readily retrieved. You can also request that the Council correct any personal information it holds about you.

APPLICANT'S SIGNATURE

Signed by or for and on behalf of the Applicant

☒ Owner

☐ or Agent

Date:

RCB Miller
24/4/2013

Note: if acting "for and on behalf", please read the following declaration before signing - "I hereby declare that I am authorised to act as Agent of the Applicant". **NB: Ensure agent authorisation section is completed - see page 2.**

I wish to receive my building consent and approved documentation in the following format:

☐ Electronically via File Transfer Portal

☐ on CD

☒ Hard copy

The CD or hard copy documents are to be collected from Rangiora Service Centre unless arrangements have been made to have these delivered to you.

Mr. Jane Meyer Bayleys
03-3131444
From Barbara Cameron
to Janine McLeod.

Ninth Edition 2012

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: 28th March 2013
VENDOR: Barbara Cameron & Janine McLeod

PURCHASER: Robert Christopher Benniworth and/or nominee: Lorna Anne Giller
Giller

PROPERTY

Address: 424 Marlboro Road, Loburn, North Canterbury

Estate: ☒ FEE SIMPLE ☐ LEASEHOLD ☐ STRATUM IN FREEHOLD ☐ STRATUM IN LEASEHOLD
☒ GR 361 LEASE (FEE SIMPLE) ☐ GROSS LEASE (LEASEHOLD) (if none is deleted fee simple)

Legal Description:

Area (more or less)

4.99000000

Lot/Flat/Unit:

Proposed subdivision of Lot 15

DP:

77970

Unique Identifier or CT:

PAYMENT OF PURCHASE PRICE

Purchase price: \$475,000

\$1,950,000

\$685,000

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

GST date (refer clause 13.0):

Deposit (clause 2.0): \$50,000 payable to Whalan and Partners Limited Trust Account upon confirmation of further terms of sale

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

- (1) By payment in cleared funds on the settlement date which is 31st May 2013 or 5 working days after issue new title whichever is later
OR
(2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement: 14% p.a.

CONDITIONS (clause 9.0)

Finance Condition

LIM required: ☒ Yes/No

Lender:

Building report required: ☒ Yes/No

Amount required: \$

OTA Consent required: Yes/No

Finance date:

Land Act/OIA date:

TENANCIES (if any)

Name of tenant: Vacant Possession

Bond: \$

Rent: \$

Term

Right of renewal:

SALE BY:



Whalan and Partners Ltd
A Member Of The Bayleys Realty Group
6 Durham Street
RANGIORA 7400
Manager: Richard Peter
Salesperson: Jane Meyer (027 244 8055)

Phone: 03 311 8020

Fax: 03 313 1444

Email: richard.peter@bayleys.co.nz

Licensed Real Estate Agent REAA 2001 MREINZ

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.

Ninth Edition 2012

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) "clear funds" means:
- (i) An electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines; or
- (ii) 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) "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 2012.
- (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) "Electronic 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) "LM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (11) "NZ" means New Zealand.
- (12) "Local authority" means a territorial authority or a regional council.
- (13) "Overseas Investment Act 2005" means 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 is a condition precedent to the sale.
- (17) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (18) "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 3.1(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 discount or other payments or allowances to be credited to the purchaser, together with apportionments of all income 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", "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 "residential property development" 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) "Working day" means any day of the week other than:
- (a) Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
- (b) a day in the period commencing on the 24th day of December in any year and ending on the 6th day of January in the following year, both days inclusive; and
- (c) 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.
- (30) 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 cent per annum;
- (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 a 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 next working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5:00pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9:00am 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 by email; or
- (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in subclause 1.3(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 second 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;
- (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.

Handwritten signature: 

Ninth Edition 2012

- (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 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 a 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) Hereditings 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, then, notwithstanding any notice of cancellation served by the purchaser, 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 5.3 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)).
- has been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 14(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 5.2(3)(c) or avoided pursuant to subclause 8.5(5) or, where the property is a unit title and the purchaser has given notice 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 exercised a 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 the terms 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 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, electronic door openers relating to the property and the keys and/or security codes to any alarms which may be situated on the property. 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 Landlink Workspace for the transaction, notify the vendor's lawyer of the deal number allocated by LINZ and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement 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 respect of the vendor's obligations under this agreement; and
 - (2) prior to settlement have those instruments and the transfer instrument certified, signed and pre-validated.
- 3.8 On the settlement date:
- (1) The balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under subclause 3.12 or 3.13);
 - (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 as soon as possible 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 involved 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 in writing by those Guidelines.
- Last Minute Settlement**
- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last minute settlement; and
 - (2) if the day following the last minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding the next working day.

- Purchaser Default to 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 settlement date of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly.
 - (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).

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Vendor Default: Late Settlement or Failure to Give Possession**3.13 (1) For the purposes of this subclause 3.13:**

- (a) the default period means
- in subclause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession; and the purchaser takes possession; and
 - in subclause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - in subclause 3.13(5), the period from the settlement date until the date when settlement occurs; and
- (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under the agreement on or by the settlement date that remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.13(2)(b) during the default period. A purchaser in possession under this subclause 3.13(3) is a licensee only
- (4) Notwithstanding the provisions of subclause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of subclause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for income 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 income, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.13(2)(b) during the default period.
- (6) The provisions of this subclause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser
- (7) Where the parties are unable to agree upon any amount payable under this subclause 3.13:
- (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) Any interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall flow the settlement of the interim amount
 - (d) The amount determined to be payable shall not be limited by the interim amount
 - (e) 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**3.14 If –**

- (1) this is an agreement for the sale by a residential property developer of a household unit; and
 - (2) a code of 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 prescribed by the Building (Form) 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 of compliance certificate has been issued (which notice must be accompanied by a copy of the certificate)
- 3.15 In every case, if neither party is ready, willing and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing and able to settle

3.16 If –

- (1) the property is a unit title;
 - (2) the settlement date is deferred pursuant to either subclause 3.14 or subclause 3.15; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in subclause 3.2(2) –
- then the vendor may extend the settlement date –
- (4) where there is a deferment of the settlement date pursuant to subclause 3.14, to the tenth working day following the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (5) where there is a deferment of the settlement date pursuant to subclause 3.15, to the tenth working day following the date upon which one of the parties gives notice that it has become ready, willing and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice

Now Title Provision**3.17 (1) Where –**

- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 172A of the Land Transfer Act 1982, of that title is not obtainable by the tenth working day prior to the settlement date –
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day following the later of the date on which:
- (c) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (d) the registration procedure under clause 5.0 is complete
- (2) Subclause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to be issued

4.0 Risk and Insurance

- 4.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken
- 4.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
 - (1) If the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or recoverable 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 stipulate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation
 - (2) If the property is not untenable on the settlement date the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair
 - (3) In the case of a property zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable if the diminution in value exceeds an amount equal to 20% of the purchase price
 - (4) If the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in subclause 7.4 for when an amount of compensation is disputed

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

5.0 Title, boundary and requisitions

- 5.1 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
- 5.2 (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:
- the fifth working day after the date of this agreement; or
 - 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 shall apply:
- 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
 - 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.
 - 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 5.2(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
- 5.3 (1) If the title to the property being sold is a cross lease title or a unit title and there are:
- in the case of a cross lease title:
 - alterations to the external dimensions of any leased structure; or
 - 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;
 - 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 5.2 requiring the vendor:
- 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
 - 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, if accessory units and register such transfers and any other ancillary dealings in order to convey good title
- (2) The word "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and are used
- 5.4 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 7.1 but not otherwise, shall be made or given as the case may require
- 5.5 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 in this effect in any transfer of the property.

6.0 Vendor's warranties and undertakings

- 6.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- received any notice or demand and has no knowledge of any requisition or outstanding requirement
 - from any local or government authority or other statutory body; or
 - under the Resource Management Act 1991; or
 - from any tenant of the property; or
 - from any other party; or
 - given any consent or waiver which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser
- 6.2 The vendor warrants and undertakes that at settlement:
- The chattels are delivered to the purchaser in reasonable working order, where applicable, 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 the chattels shall only create a right of compensation.
 - All electrical and other installations on the property are free of any charge whatsoever
 - There are no arrears of rates, water rates or charges outstanding on the property
 - Where an allowance has been made by the vendor in the settlement statement for income tax receivable, the settlement statement correctly records these allowances including, in particular, the debts up to which the allowances have been made.
 - Where the vendor has done or caused or permitted to be done on the property any work:
 - any permit, resource consent or building consent required by law was obtained; and
 - to the vendor's knowledge, the work was completed in compliance with those permits or consents; and
 - where appropriate, a code compliance certificate was issued for those works
 - Where under the Building Act, any building on the property sold requires a compliance schedule:
 - 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;
 - the building has a current building warrant of fitness; and
 - the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due
 - Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property, after the date of this agreement
 - Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement
 - from any local or government authority or other statutory body; or
 - under the Resource Management Act 1991; or
 - from any tenant of the property; or
 - from any other party -
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred
 - Any chattels included in the sale are the unencumbered property of the vendor.
- 6.3 If the property is or includes part only of a building, the warranty and undertaking in subclause 6.2(6) does not apply. Instead the vendor warrants and undertakes at the date of his agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- To the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - The building has a current building warrant of fitness; and
 - The vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due
- 6.4 The vendor warrants and undertakes that on or immediately after settlement:
- If the sewer 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 the water supplier will not make special readings the water and wastewater charges shall be apportioned
 - Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement
 - The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.

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- 65 (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. 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. A failure to comply with this obligation shall be subject to the rights of the purchaser at law or in equity, including any rights under subclause 5.4 and any right of equitable set-off.

7.0 Claims for compensation

- 7.1 If the purchaser claims a right to compensation either under subclause 5.4 or for an equitable set-off:
- (1) The purchaser must serve notice of the claim on the vendor before settlement, and
 - (2) The notice must:
 - (a) in the case of a claim for compensation under subclause 5.4, 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) estimate 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.
- 7.2 For the purposes of subclause 7.1(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 by the date for settlement fixed by a valid settlement notice served by either party pursuant to subclause 10.4.
- 7.3 If the amount of compensation is agreed, it shall be deducted on settlement.
- 7.4 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 allow the deduction of the interim amount.
 - (6) The amount of compensation determined to be payable shall not be limited by the interim amount.
 - (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.
- 7.5 The provisions prescribed in subclauses 7.1 to 7.4 shall not prevent either party taking proceedings for the specific performance of the contract.

8.0 Unit title and cross lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act 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.
- 8.2 If the property is a unit title, the vendor warrants and undertakes as follows:
- (1) 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;
 - (2) 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.
 - (3) There are no other amounts owing by the owner under any provision of the Act or the Unit Titles Act 1972.
 - (4) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (5) 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.
 - (6) The vendor has no knowledge or notice of any fact which might give rise to or indicate the possibility of:
 - (a) the vendor 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.
 - (7) 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.
 - (8) No easement, 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.
 - (9) 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.
 - (10) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.
- 8.3 If the property is a unit title, in addition to the purchaser's rights under sections 149 and 150 of the Act, 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 8.2(2), the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date.
- 8.4 If the property is a unit title, each party specifies that:
- (1) The fiscal file number of the office of that party's lawyer shall be an address for service for that party for the purposes of section 206(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 206(2) of the Act.
- 8.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of this agreement.

Unauthorised structures - Cross leases and unit titles

- 8.6 (1) Where structures (not stated in clause 8.0 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 a 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 5.2(3) and 5.2(4) shall apply with the purchaser's demand under subclause 8.6(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

Particular conditions

- 9.1 If particular (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.

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fourth working day after acceptance of this offer

Ninth Edit on 2012

92 (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 vendor's cost;
(b) the purchaser 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 fifth 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 fifth working day after the date of this agreement and the vendor does not give an address when requested, this condition shall not have been fulfilled and the provisions of subclause 9.3(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 fifth 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 9.3(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.

93 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 fifth working day after the date of this agreement a report on the condition of the buildings and any other improvements on the property not 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 9.3(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.

94 (1) If the purchaser has indicated on the front page of this agreement that OIA Consent is not required then the purchaser warrants that the purchaser does not require OIA Consent.

(2) 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 applicant fees.

96 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.

96 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 65 working days from the date of this agreement, whichever is the sooner.

97 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

98 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) This 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 money 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 term:

99 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.

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

10.0 Notice to complete and remedies on default

10.1 (1) If this sale is not settled on the settlement date either party may at any time thereafter serve on the other party a settlement notice, but

- (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 25 of that Act complying with section 29 of that Act.

10.2 Subject to subclause 10.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:

- (1) on or before the fifth working day after the date of service of the notice; or
- (2) on the first working day after the 13th day of January if the period of twelve 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.

10.3 (1) If the 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 10.1.

(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.

10.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to subclause 10.1(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 10.4(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.

10.5 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.

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Ninth Edition 2012

- 10.6 The party giving 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.
- 10.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 10.8 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 it to expiry of that notice.

11.0 Non-merger

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

12.0 Agent

- 12.1 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.

13.0 Goods and Services Tax

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then:
- (1) The purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) Where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) Where any GST is not so paid to the vendor the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST.
 - (4) It shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act;
 - (5) Any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to subclause 3.0(1).
- 13.2 If the supply under this agreement is a taxable supply the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3 The vendor warrants that any dwelling and outillage or part thereof supplied on sale of the property are not a supply to which section 9(10) of the GST Act applies.
- 13.4 (1) Without prejudice to the vendor's rights and remedies under subclause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclauses 10.1
- (3) The vendor may give a settlement notice under subclause 10.1 with a notice under this subclause.

14.0 Zero-rating

- 14.1 The parties warrant that the particulars stated in Schedule 2 are correct at the date of this agreement.
- 14.2 Where the particulars stated in Schedule 2 indicate that at settlement:
- (1) The vendor is a registered person or will be a registered person;
 - (2) The recipient is a registered person or will be a registered person;
 - (3) The recipient intends to use the goods supplied under this agreement for making taxable supplies; and
 - (4) The recipient does not intend 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 zero per cent pursuant to section 11(1)(mb) of the GST Act.
- 14.3 If GST is chargeable on the supply under this agreement at zero per cent 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.
- 14.4 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 as soon as practicable and in any event no later than five working days before settlement. The purchaser warrants that any altered 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 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.

15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated 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 zero per cent.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

16.0 Limitation of Liability

- 16.1 If any person enters into this agreement as trustee of a trust then:
- (1) That person warrants that:
 - (a) that person has power to enter into this agreement under the terms of the trust;
 - (b) that person has properly signed this agreement in accordance with the terms of the trust;
 - (c) that 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.

17.0 Counterparts

- 17.1 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.

Handwritten signatures and initials:
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 [Initials]
 [Signature]

Ninth Edition 2012

FURTHER TERMS OF SALE

18.0 DISCLAIMER - PURCHASER'S ACKNOWLEDGMENT

The purchaser acknowledges and accepts the following:

- (a) The description of the property is believed to be accurate but the vendor makes no warranty in this regard
 (b) The purchaser acknowledges that its offer is made solely on its own judgment and not in reliance of any representation or warranty (other than the express warranties included in this Agreement) made by the vendor or its agent
 (c) No error, mis-statement or mis-description in any advertisement or in this Agreement or by the vendor or its agent shall give rise to cancellation of the sale nor entitle the purchaser to compensation;
 (d) No objections upon or to the title to the property or as to any other matter in relation to the property will be received or entertained by the vendor;
 (e) The vendors will not be liable if it is found that any fence is not erected on the true boundary of the property;
 (f) It is the sole responsibility of the purchaser to have satisfied itself prior to confirmation as to any Government or Local Body requisition or requirement in respect of the property and its zoning.

19.0 The parties record that the vendor warrants to do all things necessary to transfer any resource consents held to the purchaser on the possession date and give written notice of the transfer to the appropriate territorial authority. Should any such consents not be transferred to the purchaser by the possession date then the vendor indemnifies the purchaser for any loss or liability arising therefrom.

20.0 This agreement is conditional upon the purchaser being entirely satisfied that the property is suitable for the purchaser's intended use at the agreed purchase price following the purchaser carrying out a due and diligent investigation of the property including (but not limited to) an investigation of the following:-

- a. the overall suitability of the purchaser's proposed investment in the property;
 b. all Building Act 2004 and Resource Management Act 1991 matters in relation to the property including but not limited to all information disclosed in a Land Information Memorandum and/or Project Information Memorandum; and
 c. all legal and title issues relating to the property and any encumbrances or memorials registered on it.
 This condition is to be satisfied within ten (10) working days from the date of this agreement.

21.0 This agreement is conditional upon the purchaser obtaining a building report on the property satisfactory in all respects to themselves within ten (10) working days from the date of this agreement. Arrangements for the report to be carried out will be made by the Purchaser.

22.0 This Agreement is conditional upon the Purchaser being able to arrange building and household contents Insurance for the property on terms reasonably satisfactory to the Purchaser within ten (10) working days of the date of this Agreement. This clause is inserted for the sole benefit of the Purchaser.

SCHEDULE 1

List all chattels included in the sale

(strike out or add as applicable)

| Stove | Fixed floor coverings | Blinds | Curtains | Drapes | Light fittings |
|---|-----------------------|--------|----------|--------|----------------|
| Auto garage door remote x 2, Clothesline, Dishwasher, Heated towel rail x 2, Gas hob, Irrigation system/pump, Microwave/Crispgrill, Rangehood, Security system, Spa bath, Supertub, TV aerial, Washing machine taps | | | | | |

Fridge

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SCHEDULE 2

(GST Information) - see clause 14.0

Section 1

| | | |
|----|---|--------|
| 1. | The vendor is registered under the GST Act or will be so registered at settlement. | Yes/No |
| 2. | The Vendor's registration number (if already registered): | |
| 3. | The purchaser is registered under the GST Act or will be so registered at settlement. | Yes/No |
| 4. | The purchaser's details are as follows | |
| | (a) Full name: | |
| | (b) Address: | |
| | (c) Registration number (if already registered): | |
| 5. | The purchaser intends at settlement to use the goods supplied under this agreement for making taxable supplies. | Yes/No |
| 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. | 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

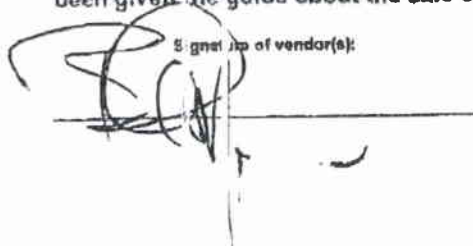
| | | |
|-----|---|--------|
| 8. | The nominee is registered under the GST Act or is expected by the purchaser to be so registered at settlement. | Yes/No |
| 9. | The nominee's details (if known to the purchaser) are as follows: | |
| | (a) Full name: | |
| | (b) Address: | |
| | (c) Registration number (if already registered): | |
| 10. | The purchaser expects the nominee to intend at settlement to use the goods supplied under this agreement for making taxable supplies. | Yes/No |
| 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. | Yes/No |

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

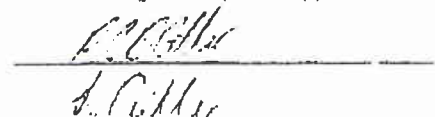
This is a binding contract. Read the information set out on the back page before signing.

Acknowledgement:
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.

Signature of vendor(s):



Signature of purchaser(s):



Ninth Edition 2012

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 6 and 8:
 - 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 DEED AT THE TIME IT IS MADE

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE.

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DATE: 28th March 2013**VENDOR:**

Barbara Cameron & Janine McLeod

Contact Details:424 Barkers Road
Loburn RD 2
Rangiora**VENDOR'S LAWYERS:**

Firm: Mitchell Meckersy

Individual Acting: Tess Welthey

Contact Details: PO Box 29301

Fendalton
Christchurch
8540

Phone: 03 351 4140

Fax: 03 351 4144

Email: law@nzlawyers.co.nz

PURCHASER: *Walter & Janine McLeod*

Contact Details: *Rob & Janine Gille*
93 Hobsons Road
R.D.1 Harwarden
0273 610028 3142245

PURCHASER'S LAWYERS:Firm: *Wynn Williams*Individual Acting: *Anabel Sheppard*

Contact Details

LICENSED REAL ESTATE AGENT: Whelan and Partners Ltd

Agent's Name: A Member Of The Bayleys Realty Group

Manager: Richard Peter

Salesperson: Jane Meyer (027 244 8055)

Contact Details: 8 Durham Street

RANGIORA

7400

Phone: 03 311 8020

Fax: 03 313 1444

Email: richard.peter@bayleys.co.nz

LAG 1/6

Specifications

PRODUCER STATEMENT (DESIGN)

I hereby certify that I have perused the design of rafter and post farm structure:

Client: McAlpines
For R & L Giller

Location: 424 Barkers Road,
Loburn

Design: Farm shed 4 x 4.5m bays, 9.0m deep gable shed, and 3.6- 4.2m pole height

Building Important Level: 1 **Building Life:** 50 years

Regional wind speed: 41 m/s (equivalent to 44/s for residential) **Terrain Category:** 2

Earthquake Hazard Factor: 0.3

Open Ground Snow Load: 1.0 kPa

Minimum soil bearing capacity: 70 kPa

Poles: Ø175mm SED poles

Pole foundation: Ø 500mm minimum 17.5 MPa concrete foundation 1.3m deep

Rafters span 4.5m: 2/300x50 VSG8 with block @ 900 crs

Rafters fixing to poles: 2/M16 bolts (add 2/SBS400 for central pole)

Purlins/Girts span 4.5m: 200x50 VSG8 @ 900mm crs

Bracing: Every bay roof bracing with 25mm Strapbrace

This design has been prepared in accordance with sound and widely accepted engineering principles, to support dead and imposed loads specified in AS/NZS 1170: 2002 *Structural Design Actions*, with capacities so induced not to exceed the those specified in NZS 3603: 1993 *Timber Structures Standard*.

I believe on reasonable grounds that the design of the farm shed complies with the relevant provisions of the NZ Building Code (Approved Documents B1 - Verification method VM 1, and B2).

Signed:



A C van Blerk B Sc (Eng). (Civil), MIPENZ(214689) CPEng IntPE.
SENIOR ENGINEER - PRYDA TIMBER CONNECTORS

Job: 18860

Date: 19 April 2013

WAIMAKARIRI DISTRICT COUNCIL
Plans and specifications APPROVED in accordance
with the Building Act 2004, clause 49 and the Building
Regulations 1992, Clause 3
130752 7/05/2013 nicolah



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