

# AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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

**DATE:**

**VENDOR:** Fletcher Living Canterbury being a division of Fletcher Residential Limited

**PURCHASER:**

and/or nominee

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

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

**PROPERTY**

**Address:** 9/230 Armagh Street, Gloucester Green

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

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

**Legal Description:**

**Area (more or less):**  **Lot/Flat/Unit:**  **DP:**  **Record of Title (unique identifier):**

Principal Unit [51] and Accessory Unit [ ] on a unit plan to be prepared and lodged with Land Information New Zealand for the issue of a separate Record of Title, and being part of the land in Record of Title 842 892

**PAYMENT OF PURCHASE PRICE**

**Purchase price:**

\$1,249,000

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

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

**GST date** (refer clause 13.0):

**Deposit** (refer clause 2.0): \$10% of the purchase price to be paid on satisfaction or waiver of Further Terms 21.2.1, in accordance with Further Term 21.2.2

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

(1) By payment in cleared funds on the settlement date which is: As defined in Further Term 21.1.15

OR

**(2) In the manner described in the Further Terms of Sale.**  **Interest rate for late settlement:** 12  **% p.a.**

**CONDITIONS** (refer clause 9.0)

**Finance required** (clause 9.1): See Further Terms  **Yes/No** **Finance date:**

**LHM required** (clause 9.3):  **Yes/No** **LHM date:**

**Building report required** (clause 9.4):  **Yes/No** **Building report date:**

**Toxicology report required** (clause 9.5):  **Yes/No** **Toxicology report date:**

**OIA consent required** (clause 9.6):  **Yes/No** **OIA date (clause 9.8):**

**Land Act consent required** (clause 9.7):  **Yes/No** **Land Act date (clause 9.8):**

**TENANCIES**

**Yes/No**

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

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

Release date: 9 May 2023

# GENERAL TERMS OF SALE

## 1.0 Definitions, time for performance, notices, and interpretation

### 1.1 Definitions

(1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.

(2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.

(3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.

(4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.

(5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.

(6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.

(7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.

(8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.

(9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.

(10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.

(11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.

(12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.

(13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.

(14) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.

(15) "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.

(16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.

(17) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.

(18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.

(19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.

(20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).

(21) "LINZ" means Land Information New Zealand.

(22) "Local authority" means a territorial authority or a regional council.

(23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.

(24) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.

(25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.

(26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.

(27) "Property" means the property described in this agreement.

(28) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.

(29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.

(30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.

(31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.

(32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.

(33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.

(34) "Rules" means body corporate operational rules under the Unit Titles Act.

(35) "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.

(36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.

(37) "Settlement date" means the date specified as such in this agreement.

(38) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.

(39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.

(40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.

(41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.

(42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.

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

(44) "Unit Titles Act" means the Unit Titles Act 2010.

(45) "Working day" means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
- (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
- (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
- (d) the day observed as the anniversary of any province in which the property is situated;
- (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
- (f) any other day that the Government of New Zealand declares to be a public holiday.

Matariki

A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

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

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

1.3 Time for Performance

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

1.4 Notices

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

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

**1.5 Interpretation and Execution**

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

**2.0 Deposit**

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
  - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
  - (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/or
  - (3) where the property is a unit title:
    - (a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
    - (b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
    - (c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
  - (4) this agreement is:
    - (a) cancelled pursuant to clause 6.2(3)(c); and/or
    - (b) avoided pursuant to clause 9.10(5).
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

**3.0 Possession and Settlement****Possession**

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

**Settlement**

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.

3.6 The purchaser's lawyer shall:

- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
- (2) prior to settlement:
  - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
  - (b) certify and sign the transfer instrument.

3.7 The vendor's lawyer shall:

- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
- (2) prior to settlement:
  - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
  - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.

3.8 On the settlement date:

- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
- (2) the vendor's lawyer shall immediately thereafter:
  - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
  - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
  - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.

3.9 All obligations under clause 3.8 are interdependent.

3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:

- (1) the purchaser is ready, willing, and able to settle;
- (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
- (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

#### Last-Minute Settlement

3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:

- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
- (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

#### Purchaser Default: Late Settlement

3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:

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

#### Vendor Default: Late Settlement or Failure to Give Possession

3.13 (1) For the purposes of this clause 3.13:

- (a) the default period means:
  - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

(ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and

(iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and

(b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.

(2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:

(a) the vendor shall pay the purchaser, at the purchaser's election, either:

- (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
- (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and

(b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:

- (i) any withholding tax; and
- (ii) any bank or legal administration fees and commission charges; and
- (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.

(3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.

(4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.

(5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.

(6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.

(7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

#### Deferment of Settlement and Possession

3.14 If:

- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
- (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,

then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).

3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.

3.16 If:

- (1) the property is a unit title; and
- (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
- (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,

then the vendor may extend the settlement date:

- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
- (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

#### New Title Provision

3.17 (1) Where:

- (a) the transfer of the property is to be registered against a new title yet to be issued; and
- (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,

then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which:

(i) the vendor has given the purchaser notice that a search copy is obtainable; or  
(ii) the requisitions procedure under clause 6.0 is complete.

(2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

#### 4.0 Residential Land Withholding Tax

4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then—  
(1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with—  
(a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property, and—  
(b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount,  
(2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any, and—  
(3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that—  
(a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules, and—  
(b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.

4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may—  
(1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information, or—  
(2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.

4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may—  
(1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner, and—  
(2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.

4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.

4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of—  
(1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct, and—  
(2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

#### 5.0 Risk and insurance

5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:

(1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may—  
(a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or  
(b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;

(2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;

(3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and

(4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.

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

## 6.0 Title, boundaries and requisitions

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

6.2 (1) The purchaser is deemed to have accepted the vendor's title ~~except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:~~  
~~(a) the tenth working day after the date of this agreement; or~~  
~~(b) the settlement date.~~  
(2) ~~Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.~~  
(3) ~~If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:~~  
~~(a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;~~  
~~(b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;~~  
~~(c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.~~

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

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

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

## 7.0 Vendor's warranties and undertakings

7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:  
(1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:  
~~(a) from any local or government authority or other statutory body; or~~  
~~(b) under the Resource Management Act 1991; or~~  
~~(c) from any tenant of the property; or~~  
~~(d) from any other party; or~~  
(2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.

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

7.3 The vendor warrants and undertakes that at settlement:  
(1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).  
(2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.  
(3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

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

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

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

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

- 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.

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

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

- from any local or government authority or other statutory body; or
- under the Resource Management Act 1991; or
- from any tenant of the property; or
- from any other party,

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

7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:

- to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
- the building has a current building warrant of fitness; and
- the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.

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

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

## 8.0 Unit title and cross-lease provisions

### Unit Titles

8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.

8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:

- The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
- Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
- There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
- No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
- The vendor has no knowledge or notice of any fact which might result in:
  - the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
  - any proceedings being instituted by or against the body corporate; or
  - any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
- The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
- No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.

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

- the transfer of the whole or any part of the common property;
- the addition of any land to the common property;
- the cancellation of the unit plan;
- the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
- any change to utility interest or ownership interest for any unit on the unit plan.

8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:

- a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
- a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.

8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:

- Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
- All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
- The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.

8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:

- postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
- elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.

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

- any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
- if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.

8.7 Unauthorised Structures – Cross-Leases and Unit Titles

- Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
  - in the case of a cross-lease title, any required lessors' consent; or
  - in the case of a unit title, any required body corporate consent,the purchaser may demand within the period expiring on the earlier of:
  - the tenth working day after the date of this agreement; or
  - the settlement date,that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
- Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.

## 9.0 Conditions and mortgage terms

9.1 Finance condition

- If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

9.3 LIM condition

- If the purchaser has indicated on the front page of this agreement that a LIM is required:
  - that LIM is to be obtained by the purchaser at the purchaser's cost; and
  - this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
- 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 LIM date 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 LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.

(3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third 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 clause 9.10(5) shall apply.

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

9.4 Building report condition

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

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

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

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

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

9.5 Toxicology report condition

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

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

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

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

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

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

9.6 OIA consent condition

(1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.

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

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

9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.

9.9 Resource Management Act condition

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

9.10 Operation of conditions

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

(1) The condition shall be a condition subsequent.

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

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

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

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

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

## 10.0 Claims for compensation

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

10.2 The provisions of this clause apply if:

- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
  - (a) a breach of any term of this agreement;
  - (b) a misrepresentation;
  - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
  - (d) an equitable set-off, or
- (2) there is a dispute between the parties regarding any amounts payable:
  - (a) under clause 3.12 or clause 3.13; or
  - (b) under clause 5.2.

10.3 To make a claim under this clause 10.0:

- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
- (2) the notice must:
  - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
  - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
  - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
- (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).

10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.

10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.

10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:

- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
- (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.

10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.

10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:

- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
- (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
- (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
  - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
  - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
- (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
- (5) the amount of the claim determined to be payable shall not be limited by the interim amount;

- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
- (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
- (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.

10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.

10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.

10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.

10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:

- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
- (2) may make an order that one party must meet all or some the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.

## 11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.

11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:

- (1) on or before the twelfth working day after the date of service of the notice; or
- (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.

11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.

- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.

11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):

- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
  - (a) sue the purchaser for specific performance; or
  - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
    - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
    - (ii) sue the purchaser for damages.
- (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
- (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
  - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
  - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
  - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (4) Any surplus money arising from a resale shall be retained by the vendor.

- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
  - (1) sue the vendor for specific performance; or
  - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

## 12.0 Non-merger

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

## 13.0 Goods and Services Tax and Purchase Price Allocation

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

## 14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
  - (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
  - (a) are incomplete; or
  - (b) alter between the date of this agreement and settlement,the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.  
(2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.

(3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.

14.6 If

- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
- (2) that part is still being so used at the time of the supply under this agreement, then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.

14.7 If

- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
- (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement, then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.

14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:

- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

## 15.0 Supply of a Going Concern

15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:

- (1) each party warrants that it is a registered person or will be so by the date of the supply;
- (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
- (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
- (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.

15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

## 16.0 Limitation of Liability

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

## 17.0 Counterparts

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

## 18.0 Agency

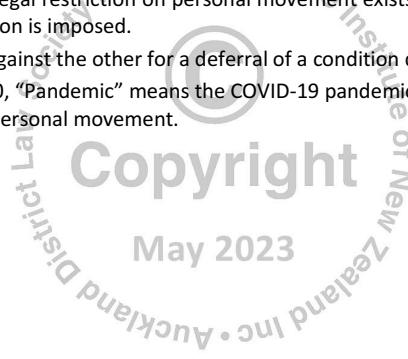
- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority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

**19.0 Collection of Sales Information**

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at [info@reinz.co.nz](mailto:info@reinz.co.nz) or by post or telephone.

**20.0 COVID-19 / Pandemic Provisions**

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



Copyright

May 2023

## FURTHER TERMS OF SALE

See **attached** Further Terms of Sale.

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***Gloucester Green, One Central***

**FURTHER TERMS OF SALE**

**CLAUSES RELATING TO SALE OF PROPERTY IN THE COURSE OF DEVELOPMENT**

**21.1 Definitions and Interpretation:** In this Agreement (unless the context requires a different interpretation):

**21.1.1 Accessory Unit** means an accessory unit as defined in the Act;

**21.1.2 Act** means the Unit Titles Act 2010;

**21.1.3 Body Corporate** means the body corporate to be created on the depositing of the Unit Plan;

**21.1.4 Body Corporate Rules** means the rules to be registered on deposit of the Unit Plan generally in the form attached as Schedule Five;

**21.1.5 Building** means the building on the Land, of which the Property forms part;

**21.1.6 Common Property** means the common property shown on the Unit Plan;

**21.1.7 Consents** mean all council consents and approvals needed:

(a) for the subdivision of the Land of which the Property is part;

(b) to enable the Work to be undertaken; and

(c) to enable new Record of Title to issue for the Principal Units and any Future Development Unit in the Development.

**21.1.8 Development** means the vendor's development of the Land known as Gloucester Green, One Central, of which the Principal Unit forms part;

**21.1.9 Development Plan** means the preliminary plan for the Property and the Building attached as Schedule Four, as may be varied by the vendor in accordance with this Agreement;

**21.1.10 Future Development Unit** means a future development unit as defined in the Act

**21.1.11 Land** means the land contained in Record of Title 842892;

**21.1.12 Plans and Specifications** means the plans and specifications for the Work, and for the chattels included in the sale of the Property attached as Schedule Four (subject to clause 22.7);

**21.1.13 Principal Unit** means a principal unit as defined in the Act;

**21.1.14 Property** means the:

(a) unit specified in the particulars of sale, as depicted in the Development Plan, and to be comprised as a Principal Unit in the Unit Plan;

(b) carparks specified in the particulars of sale (if any), as depicted in the Development Plan, and to be comprised as Accessory Units in the Unit Plan; and

(c) fixtures, fittings and chattels listed in the Plans and Specifications, subject to any changes in accordance with this Agreement;

**21.1.15 Settlement Date** means the later of the following dates:

(a) seven (7) working days after the date the vendor provides the purchaser with a copy of the code compliance certificate for the Work issued in respect of the Building, that the Property forms part of, by the Christchurch City Council;

(b) seven (7) working days after the date the vendor's Solicitor advises that a separate record of title for the Property has issued from LINZ;

(c) seven (7) working days after the date the vendor provides the purchaser (or the purchaser's solicitor) with a pre-settlement disclosure statement for the purposes of the Act ;and

(d) the day of 202\_\_\_\_\_

**21.1.16 Supplementary Record Sheet** means the Supplementary Record Sheet to be issued on deposit of the Unit Plan;

**21.1.17 Title Instruments** means the existing instruments registered against Record of Title 842892;

**21.1.18 Transient Accommodation** means the use of the Principal Unit for temporary or transient accommodation purposes (by way of example, AirBnB or similar services).

**21.1.19 Unit Plan** means proposed unit plan for the Development for the Work under which part of the Land will be divided into Principal Units, Accessory Units, Future Development Unit (if any) and Common Property, to be prepared and deposited at LINZ in accordance with this Agreement and the Act;

**21.1.18 Work** means the construction of the Building (of which the Property forms part) and other structures on the Land and includes all site works and other improvements to the Common Property required to be undertaken in accordance with the Consents and as described in or contemplated by the Plans and Specifications and includes all additional work or materials agreed in writing between the parties (if any).

## **21.2 Conditions and Deposit:**

**21.2.1** This Agreement is conditional upon:

(a) the purchaser's solicitor approving the legal terms of this Agreement on or before 5.00pm on the date ten (10) working days after the date of this Agreement; and

(b) the purchaser arranging sufficient finance to enable the purchaser to complete the purchase of the Property, upon terms and conditions satisfactory to the

purchaser within ten (10) working days of the date of this Agreement.

The conditions in this clause are inserted for the sole benefit of the purchaser.

**21.2.2** The purchaser will pay the deposit to the vendor's solicitor of 10% of the purchase price to the trust account of Saunders & Co (using the principal unit number as the reference) payable upon satisfaction or waiver of the conditions contained in 21.2.1. The deposit will be held by Saunders & Co until all of the following have occurred:

- (a) A code compliance certificate for the Work has issued in respect of the Building, that the Property forms part of, by the Christchurch City Council;
- (b) The vendor's solicitor has advised the purchaser's solicitor that a separate record of title for the Property has issued from LINZ; and
- (c) The vendor has provided the purchaser's solicitor with a pre-settlement disclosure statement for the purposes of the Act.

**21.2.3** The vendor and purchaser:

- (a) authorise the vendor's solicitor to invest the deposit in an interest bearing trust account; and
- (b) for the purpose of compliance with the Foreign Account Tax Compliance Act and Common Reporting Standard, accept and acknowledge that:
  - (i) from the date the deposit is paid to the vendor's solicitor, it will hold as stakeholder to the account of both parties;
  - (ii) the deposit will be deemed to be held in escrow; and
- (c) any interest earned on the deposit (less withholding tax and commission) will follow the destination of the deposit.

**21.2.4** To avoid doubt, if (at the sole discretion of the vendor) it is not practicable for the deposit to be held in an interest bearing trust account (having regard to the size of the deposit or the length of time for which it is anticipated to be held) then the vendor's solicitor is not obliged to invest the deposit in an interest bearing account.

**21.2.5 Better offer clause:**

- (a) If before the purchaser confirms its conditions at clause 21.2.1 the vendor obtains an offer for the purchase of the Property on terms which in the sole opinion of the vendor are no less favourable to the vendor than the terms of this Agreement the vendor may give the purchaser notice in writing requiring the purchaser to waive the conditions in the Agreement.
- (b) The purchaser will have until 4.00pm on the date which is five working days after receipt of the notice given under clause 21.2.5(a) to waive the conditions in this Agreement failing which the vendor may by further written notice to the purchaser cancel this Agreement.
- (c) If the vendor cancels this agreement under clause 21.2.5(b) all money paid

by the purchaser will be refunded in full and neither party will have any right of claim against the other

**21.3 Subdivision Matters:** The purchaser acknowledges that they have been informed by the Vendor as follows:

**21.3.1** the Land (of which the Property forms part) will be subdivided in accordance with the terms and conditions of the Consents and that at the date of this Agreement all subdivision works required to be undertaken by the vendor in accordance with the Consents may not have been completed and the title for the Property is not available;

**21.3.2** the vendor may vary or alter the Development Plan, the Unit Plan or any other plan relating to the Work as the vendor considers appropriate having regard to the circumstances so long as any such variation or alteration does not, in the vendor's reasonable opinion, have a materially adverse effect on the value or use of the Property or substantially change the Property;

**21.3.3** the vendor will use its best endeavours to complete all physical subdivision requirements relating to the Land the subject of the Consents and do all things necessary to ensure the deposit of the Unit Plan for the Property by LINZ, at the earliest possible date;

**21.3.4** the Vendor is not obliged to deposit the Unit Plan by any fixed date, and the purchaser will not be entitled to make any claim against the Vendor for any delays which may occur in the deposit of the Unit Plan and the issue of the record of title for the Property;

and the vendor will not be obliged to compensate the purchaser or provide any reduction in the Purchase price (and the purchaser will not be entitled to claim any such compensation or seek any reduction) in respect of any of the above matters.

**21.4 Subdivision Plan:** If, at the date of this Agreement the Development Plan or the Unit Plan have not yet been approved as to survey by LINZ, then:

**21.4.1** all measurements, dimensions and areas of the Property are subject to checking by LINZ and to any variation which may be found necessary upon checking or approval of the Unit Plan as to survey or as may be required to be made by the vendor to obtain such approval; and

**21.4.2** the purchaser will take title to the Property subject to any variation or alteration to the area or definition of the Property as required by the parties referred to in clause 21.4.1 and the purchaser will have no right to cancel this Agreement, requisition the title, set off any part of the Purchase price and no compensation will be payable by the vendor to the purchaser.

**21.5 Matters Affecting Title to Property:** The purchaser acknowledges that:

**21.5.1** the title (when issued) or Supplementary Record Sheet for the Property will be subject to:

(a) those statutory notices, certificates, consent notices and other provisions

as were imposed by the Christchurch City Council in approving the Consents and as may be required by the Council as a term and condition for issuing the section 224(c) certificate Resource Management Act 1991;

- (b) all easements, covenants or other documents and instruments that the vendor (at its discretion) considers appropriate in respect of the Land, the Future Development Unit (if any), the Works, the Building or the Property; and
- (c) the Title Instruments; and
- (d) any other document or instrument required to be registered by the vendor on the title or Supplementary Record Sheet for the Property with respect to those matters imposed under the Consents or to deposit the approved survey plan

and the purchaser has no right of requisition concerning the above matters or the Title Instruments or claim of compensation in relation to the above matters.

**21.6 Carpark:** Where this Agreement includes an Accessory Unit that is a carpark, the Vendor reserves the right to allocate a different Accessory Unit from that shown on the attached plan entirely at the Vendor's discretion, and the Purchaser will not be entitled to any compensation for the change to the Accessory Unit.

**21.7 No Caveat:** In consideration of the vendor entering into this Agreement with the purchaser, the purchaser covenants that they will not lodge a caveat against the title to the Land and may only lodge a caveat against the new title for the Property once issued.

## **22. WARRANTIES AND LIMITATIONS**

**22.1 General Warranties:** The vendor warrants, as at the Settlement Date, that the Work has been:

- 22.1.1** constructed and completed generally in accordance with the Plans and Specifications; and
- 22.1.2** carried out and completed in accordance with all requirements imposed by the Christchurch City Council in the Consents or in terms of the Building Act and the building code.

### **22.2 Remedial Warranties:**

**22.2.1** Before the expiry of 30 working days after the Settlement Date the vendor's customer care team will make contact with the purchaser by email or telephone to:

- (a) ascertain if there are any faults of a non-urgent nature in the unit requiring to be attended to in the unit, and if there are any;
- (b) book a time with the purchaser to visit the unit and record any such issues that may be agreed, and make arrangements to attend to the unit to carry out any necessary remediation, at the vendor's expense.

**22.2.2** For any defect in the Property that requires urgent attention as being potentially dangerous or a total failure of an appliance or building element, the purchaser is referred to the emergency trade contact numbers that will be provided on settlement in the Homeowner's Pack. The cost of any repairs will be at the vendor's expense.

**22.2.3** Any subsequent issues identified after the expiry of the period of 30 working days referred to in clause 22.2.1, but before the first anniversary of the settlement date must be advised to the vendor by email to [canterburymaintenance@frl.co.nz](mailto:canterburymaintenance@frl.co.nz)

**22.3** **Defect Warranties:** Despite clause 22.2, the vendor acknowledges that the implied warranties under section 362I (Implied Warranties for Building Work in Relation to Household Units) of the Building Act 2004 will apply to the Property from the date a code compliance certificate is obtained for the Building (of which the Property forms part).

**22.4** **Access:** The purchaser must provide, or arrange for, reasonable access to be provided to the Property for the vendor to rectify any fault or defect in accordance with clauses 22.2 or 22.3.

**22.5** **Limitation of Warranties or Guarantees:** All warranties or guarantees given by the vendor under this Agreement, whether contractual or additional, are given on the basis that they apply in respect of the completion of the Work as at the Settlement Date, and that post-settlement the purchaser must undertake normal maintenance to the Property on a regular basis so as to ensure that the integrity of the building products incorporated in the Property are maintained (and the purchaser must procure the Body Corporate undertakes the normal maintenance of those building products that the Body Corporate is responsible for the maintenance of), and the purchaser does as an essential term of this Agreement covenant and agree with the vendor that they will post-settlement undertake and complete (or procure the Body Corporate to undertake and complete) normal maintenance to the Property in a proper and appropriate manner on a regular basis.

**22.6** **Assignment of Warranties:** As soon as reasonably practicable after the completion of the Building and deposit of the Unit Plan, the vendor will assign to the Body Corporate or the purchaser (as the case may be) the benefit of all warranties and guarantees as may be available relating to the supply of services, materials and equipment installed in the Property, Building or the Land, and which are capable of assignment. If any warranties or guarantees are incapable of assignment, the vendor will hold the same on trust for the benefit of the Body Corporate or the purchaser (as appropriate).

**22.7** **Un procurable Materials:** If any of the materials or chattels set out in the Plans and Specifications are not reasonably procurable, the vendor may substitute other materials or chattels of a similar quality and nature. The Purchase price will not be adjusted as a result of any such change.

**22.8** **Warranty as to Price:** The vendor warrants that the purchase price is fixed and that the Vendor will not be entitled to any increase in the purchase price under any circumstances.

**22.9** **Pre-settlement Inspection**

For the purposes of General Condition 3.2 (pre-settlement inspection), the parties acknowledge that in view of the number of houses in the Development that may be settling at the same time or within a short time of each other, it will be necessary for the vendor to have at least 2 weeks between the date that the purchaser carries out the pre-settlement inspection and the projected settlement date in order to ensure that the vendor can address any issues that may be disclosed during the pre-settlement inspection.

The vendor will give the purchaser notice no less than 3 weeks prior of the projected settlement date that the unit is available for the purchaser to carry out the pre-settlement inspection, and will invite the purchaser to choose a date that is at least two weeks prior to the projected settlement date to carry out the inspection. If the purchaser fails to undertake the inspection before the date that is 2 weeks prior to the projected settlement date, the purchaser acknowledges that the vendor may not have had sufficient time to remedy any defects, and the purchaser will not be entitled to delay settlement or withhold any money on settlement pending the completion of any remedial work. The vendor will use its best endeavours to have the remedial work completed as soon as practical after settlement.

## 23 INSURANCE

**23.1 Builders Insurance:** Without prejudice to the provisions of General Term 5.0 of this Agreement, the Vendor will at all times during the course of construction of the Work insure and keep insured the Work against loss or damage by fire, subsidence, earthquake, storm, tempest, acts of God and war damage to their full insurable value under a normal builders' risk Insurance Policy (**insurance policy**).

**23.2 REINSTATEMENT / CANCELLATION:** In the event of any damage to, or destruction of, the Work caused by any of the events referred to in clause 23.1, the vendor may, at its sole and absolute discretion, and subject to:

**23.2.1** the rights of any mortgagee; and

**23.2.2** the vendor being able to obtain all the consents needed,

apply all money received by the vendor under the Insurance Policy in or towards reinstatement of the Work to the stage of completion reached prior to the relevant event. If the vendor elects not to proceed with such reinstatement, the vendor may cancel this Agreement by notice in writing to the purchaser. Following cancellation, the purchaser will be entitled to the return of the deposit (and any net interest earned thereon) and neither party will have any further claim or right against the other.

## 24 BODY CORPORATE

**24.1 First General Meeting:** The vendor will use reasonable commercial endeavours (including by voting to that effect either pursuant to section 104 of the Act or, at the vendor's option, in the initial general meeting of the Body Corporate in relation to the principal units the vendor then holds) that:

**24.1.1** the Body Corporate will have operational rules similar to the Body Corporate Rules (provided that the vendor may make such amendments as the vendor considers necessary in its sole and absolute discretion to ensure the proper and efficient operation of the Body Corporate having regard to the Land) and the final form of the operational rules has been deposited with the proposed Unit Plan under section 105 of the Act;

- 24.1.2** the Body Corporate enters into an administration Agreement for the provision of body corporate secretarial services with a professional organisation specialising in the provision of such services;
- 24.1.3** the Body Corporate adopts a long term maintenance plan;
- 24.1.4** the Body Corporate adopts a long term maintenance fund to provide funds for spending in accordance with the long term maintenance plan; and
- 24.1.5** the Body Corporate otherwise complies with the requirements of the Act and the Unit Title Regulations 2011.

**24.2** **Timing of Resolutions:** It shall not be a prerequisite of settlement that the first general meeting of the Body Corporate be held prior to settlement, but the vendor's obligations under clause 24.1 shall not merge with Settlement and the terms of clause 24.1 shall continue to bind the vendor following settlement in its capacity as the owner of any principal units it retains at the time of the first general meeting of the Body Corporate.

**24.3** **Pet Consent:** The purchaser acknowledges that if the purchaser wishes to keep a pet at the Property, that pet must be consented to by or on behalf of the Body Corporate. The purchaser may apply for consent to keep a pet on the form attached to the Body Corporate Rules.

## **25. ENTIRE AGREEMENT**

**25.1** The parties acknowledge that this Agreement, and the schedules and annexures to this Agreement, contain the entire agreement between the parties, notwithstanding any negotiations or discussions prior to the execution of the Agreement, and notwithstanding anything contained in any part of the marketing material, report or other document. The purchaser acknowledges that it has not been induced to execute this Agreement by any representation, verbal or otherwise, made by or on behalf of the vendor, which is not set out in this Agreement.

## **26. ELECTRICITY SUPPLIER**

**26.1** Under the vendor's supply Agreement with Mercury NZ Limited, being the current provider of electricity to the Property (**Mercury**), Mercury has requested to be provided with the contact details for any purchaser of a dwelling. The vendor has been informed by Mercury that this information may be used to contact the purchaser and discuss options for the supply of electricity to the Property following settlement. The purchaser acknowledges and accepts that:

- 26.1.1** the vendor has informed the purchaser of this request for information;
- 26.1.2** the purchaser will, within a reasonable timeframe following receipt of a written request from the vendor or the vendor's solicitor, provide the vendor with contact details for the purchaser (or any nominee) (**purchaser's Contact Details**); and
- 26.1.3** the vendor will provide the purchaser's Contact Details to Mercury.

## **27. RESTRICTED RESIDENTIAL USE**

- 27.1** The vendor hereby discloses to the Purchaser that the Building is designed to be used for permanent residents and does not meet the fire regulations required for Transient Accommodation.
- 27.2** The Purchasers attention is drawn to rule 4.7 in the Body Corporate Rules, whereby any building improvements required to enable the use as Transient Accommodation as an approved use under the Consents are at the cost of the Owner.

## EXPLANATION SHEET

### **Deletion of some of the vendor warranties by Fletcher Residential Limited (FRL)**

FRL has deleted:

1. The warranties contained in clauses 7.1(2), 7.3(7) and 7.3(8) as it:
  - (a) considers the wording of those clauses to be entirely subjective (what may be considered to "directly or indirectly affect the property" is a matter of individual opinion – what is reasonable and not an issue to one party may be of issue to another);
  - (b) considers the wording to be too wide and all-encompassing and therefore prejudicial to it; and
  - (c) undertakes many residential developments in the area where the property is situated under various operational building divisions of which the division selling to you is only one.

Given the nature of residential development in the area where the Property is situated, many housing projects require resource consent exemptions and/or waivers for simple matters such as height in relation to boundary issues, site coverage issues and front yard encroachment issues. Consequently, it is impossible for the vendor to give the warranties set out in the general terms of sale referred to above.

If you have any concerns relating to either the Property, or the adjoining properties, as to Resource Management Act issues you should contact the Council.

2. The standard finance condition in clause 9.1. For purchasers that require a finance condition, FRL has provided its own finance condition clause for use as required by the parties.

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

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

<b>Section 1 Vendor</b>		
1(a) The vendor's registration number (if already registered): 71-738-841		
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement. (ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop") (iii) The supply of that part will be a taxable supply.		Yes/No Yes/No Yes/No
<b>Section 2 Purchaser</b>		
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.		Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.		Yes/No
<b>If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)</b>		
2(c) The purchaser's details are as follows: (i) Full name: (ii) Address: (iii) Registration number (if already registered):		
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). <b>OR</b> The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")		Yes/No Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").		Yes/No
<b>If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.</b>		
<b>Section 3 Nominee</b>		
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.		Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.		Yes/No
<b>If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.</b>		
3(c) The nominee's details (if known to the purchaser) are as follows: (i) Full name: (ii) Address: (iii) Registration number (if already registered):		
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). <b>OR</b> The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")		Yes/No Yes/No

**SCHEDULE 2****List all chattels included in the sale**

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

<del>Stove</del> ( )	<del>Rangehood</del> ( )	<del>Wall/under bench oven</del> ( )	<del>Cooktop</del> ( )
<del>Dishwasher</del> ( )	<del>Kitchen waste disposal</del> ( )	<del>Light fittings</del> ( )	<del>Smoke detectors</del> ( )
<del>Burglar alarm</del> ( )	<del>Heated towel rail</del> ( )	<del>Heat pump</del> ( )	<del>Garage door remote control</del> ( )
<del>Garden shed</del> ( )	<del>Blinds</del> ( )	<del>Curtains</del> ( )	<del>Drapes</del> ( )
<del>Fixed floor coverings</del> ( )	<del>Bathroom extractor fan</del> ( )		

Please refer to the attached spec sheet

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

**SCHEDULE 3****Residential Tenancies**

Name of Tenant(s):

Rent: Term:

Bond:

**Copyright****Commercial/Industrial Tenancies**

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent: Term: Right of Renewal: Other:

2. Name of Tenant(s):

Rent: Term: Right of Renewal: Other:

3. Name of Tenant(s):

Rent: Term: Right of Renewal: Other:



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **842892**  
**Land Registration District** **Canterbury**  
**Date Issued** 14 February 2019  
**Prior References**  
647847

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**Estate** Fee Simple  
**Area** 1.0822 hectares more or less  
**Legal Description** Lot 201 Deposited Plan 524445  
**Registered Owners**  
Fletcher Residential Limited

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**Interests**

Subject to a right (in gross) to convey electricity, telecommunications and computer media over part marked A on DP 524445 in favour of Orion New Zealand Limited created by Easement Instrument 9855023.8 - 2.9.2016 at 4:00 pm

Land Covenant in Easement Instrument 9855023.10 - 2.9.2016 at 4:00 pm

Land Covenant in Easement Instrument 9855023.11 - 2.9.2016 at 4:00 pm

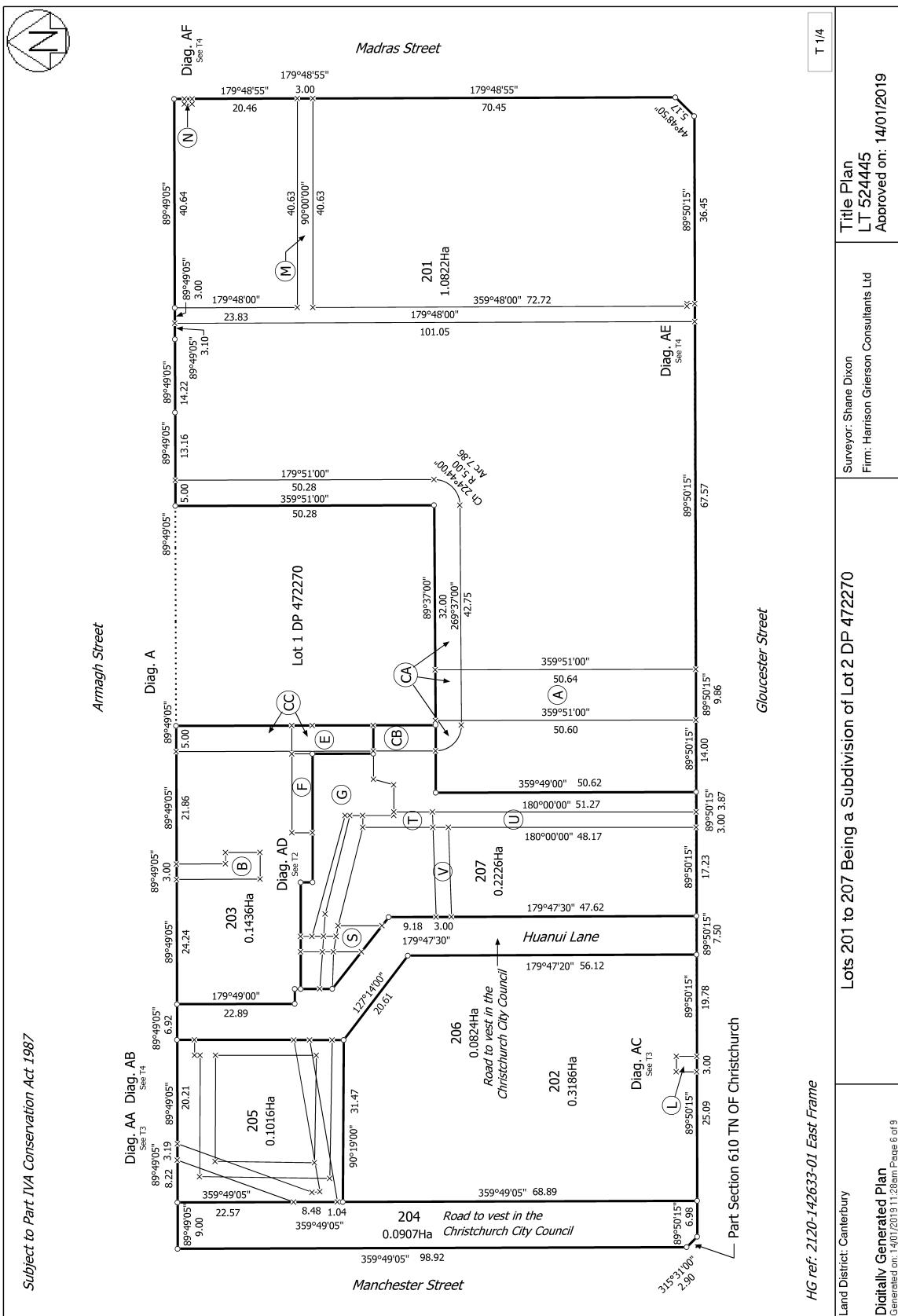
Subject to Part IVA Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

11333993.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.2.2019 at 8:38 am

Subject to a right (in gross) to convey electricity and telecommunications over part marked M and N on DP 524445 in favour of Orion New Zealand Limited created by Easement Instrument 11333993.5 - 14.2.2019 at 8:38 am

*Subject to Part IV A Conservation Act 1987*



**SCHEDULE FOUR**

**DEVELOPMENT PLAN**

# SITE PLAN

N




## FIRST RELEASE

<b>Building 2</b>		1-2 	1-2 	0-1 
<b>Building 8</b>		3 	3 	1  + 1 
<b>Building 9</b>		2 	2 	1 



**SCHEDULE FIVE**

**BODY CORPORATE RULES AND DRAFT BUDGET**



## Pre-contract Disclosure Statement

S. 146, Unit Titles Act 2010 and reg 33 (2), Unit Titles Regulations 2011

### **Sale of an “Off-The-Plan” Unit in a Unit Title Development**

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<b>Date Prepared:</b>	30 April 2024
<b>Unit Plan (if available):</b>	Not available at this time. Site plan attached provided by Fletchers.
<b>Body Corporate name and number (if available):</b>	TBC
<b>Unit number:</b>	PU1 - PU120

### **Pre-contract Disclosure Statement**

(1) The following information is prescribed for section 146(2) of the Act (which requires a Pre-Contract Disclosure Statement to contain prescribed information set out in Regulation 33(2)) where the Pre-Contract Disclosure Statement is provided in relation to a sale and purchase of an “off-the-plan” unit. The information contained in this statement is provided to the extent it is capable of being provided in relation to the unit title development:

- (a) A summary of the draft financial budget for the Unit Title Development, including an estimate of the costs of operating the body corporate in an average 12 months: **Draft Budget attached.**
- (b) An estimate of the proposed ownership interest for the unit based on the sales value (or, in a case where an actual sales value is not available at the time of the Pre-contract Disclosure is provided, based on an estimated sales value at that time): **Schedule attached based on m2.**
- (c) An estimate of the proposed utility interest for the unit: **Unknown at this point.**
- (d) The draft (if any) of the proposed operational rules that will first apply is **attached.**

(e) What, if any, service contracts have been or are proposed to be entered into that will continue in force after the unit purchase is settled, including: -

- (i) Any contracts for utilities (for example, telecommunications, water, or electricity) **Unknown at this point.**
- (ii) Any contract appointing a body corporate manager. **Proposal attached.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
By the seller or their authorised person

### General Information

(i) This document contains brief explanations of information relevant to the purchase of a unit title property. It is highly recommended that the buyer obtains independent legal advice by consulting their legal representatives about any information contained in this statement and before signing a contract to buy in a unit title development.

Further information on buying, selling or having a unit plan can be obtained from the Tenancy Services website. Unit Title Services also has available various publications on unit title properties that may be of assistance, or you can contact the Ministry of Business, Innovation and Employment on 0800 UNIT TITLES.

### Unit Title Property Ownership:

(i) A body corporate comprises all unit owners in a unit title development. Unit titles are a common form of multi-unit ownership and allow owners to own an area of land and/or part of a building and share the common property with other unit owners.

There are various rights and responsibilities that differ to the more traditional house and land ownership structure.

Unit title ownership has a body corporate structure where decisions about the units and the common property need to be made by the owners working as a collective. The main governing legislation for unit title properties is the Unit Titles Act 2010 ("Act") and its Regulations.

Generally, a body corporate may arrange maintenance and upkeep of the building, the building insurance, general amenities, such as rubbish collection and gardening etc of common areas as agreed upon by the owners. The funding of a body corporate is by levies that are attached to each unit. Levies are collected for the general upkeep of the building and its amenities as well as for long-term maintenance of the complex.

The long-term maintenance plan of the complex is required under the Act and its Regulations to be for a minimum period of 10 years. From 8 May 2024 the minimum period for complexes with 10 or more principal units is 30 years.

All complexes have their own particular rules for the management of the complex known as the body corporate operational rules.

Each year, the body corporate must hold an AGM for decisions to be made about the units and the common areas of the complex. There may be further meetings during the year depending on the nature of the complex, its structure, or any issues that it may be experiencing. Sometimes an EGM may need to be held if there is a particular reason for holding a meeting outside of an AGM. There may also be committee meetings held throughout the year.

**Unit Plan:**

- (ii) Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The depositing of the unit plan with Land Information New Zealand (LINZ) forms the body corporate. The unit plan is a formal record showing the boundaries of the principal units, any accessory units and common property in the development.

**Ownership and Utility Interest:**

- (iii) Every principal unit and every accessory unit must be assigned an ownership interest. Every proposed principal unit and every proposed accessory unit must be assigned a proposed ownership interest.

*Ownership Interest:*

The ownership interest or proposed ownership interest is fixed by a registered valuer on the basis of the relative value of the unit in relation to each of the other units and shown on documentation required to be lodged with the unit plan (including staged and complete unit plans).

The ownership interest is used to determine a range of matters including, but not limited to:

- The beneficial interest of the owner of the principal unit in the common property.
- The share of the owner of the principal unit in the value of any buildings, fixtures, and other improvements in relation to leasehold land.
- The voting rights of the owner of the principal unit when a poll is requested under s 99 of the Act.
- The share of the owner of the principal unit in the underlying fee simple in the land on the cancellation of the unit plan.
- The extent of the obligation of the owner of the principal unit in respect of contributions levied by the body corporate under s 121 of the Act in respect of any capital improvement fund.
- The rights of the owner of the principal unit in relation to a distribution of any surplus money of a capital improvement fund under s 131 of the Act.
- The extent of the obligation of the owner of the principal unit for payment of ground

rental under s 87 of the Act.

- The extent of the liability of the owner of the principal unit for payment of ground rental under s 87 Unit Titles Act.
- The extent of the liability of the owner of the principal unit for damages and costs under s 142 of the Act.

The proposed ownership interest for a future development unit is the total of all the proposed ownership interests of the proposed principal units and proposed accessory units in the future development unit assigned under s 38(1)(6) of the Act.

The proposed ownership interest is used to determine the same range of matters described in s 38(3) of the Act in so far as they apply to an owner of a future development unit.

Subject to ss 41, 67, 69(3), and 177 of the Act no change may be made in the ownership interest of any unit after the unit plan is deposited.

*Utility Interest:*

Before a unit plan is deposited under ss 17(1), 21(1) or 24(2)(a) of the Act, every principal unit and every accessory unit must be assigned a utility interest.

The utility interest is the same as the ownership interest fixed under s 38(2) unless it is otherwise specified on the deposit of the unit plan or subsequently changed, and is used to calculate how much each owner contributes to the operational costs of the body corporate.

The utility interest is used to determine a range of matters including, but not limited to:

- The extent of the obligation of the owner of the principal unit in respect of the contributions levied by the body corporate under s 121 in respect of the long-term maintenance fund, the optional contingency fund, and the operating account.
- The rights of the owner of the principal unit in relation to a distribution of any surplus money in the long-term maintenance fund, the optional contingency fund, or the operating account, or personal property of the body corporate under s 131.

**Body Corporate Operational Rules:**

(iv) The Unit Titles Act 2010 and its Regulations states that a body corporate can prescribe operational rules for the development, which are incidental rights and obligations that apply to the unit owners and body corporate alike. Bodies corporate can amend, add to or revoke these operational rules by ordinary resolution, as long as any amendments are not inconsistent with any provision of the Act. Section 106 of the Act details further restrictions on the scope of amendments or additions to body corporate operational rules.

If a Body Corporate has adopted a bespoke set of operational rules for the development they will be registered on the supplementary record sheet for the development. If not, then generally the default rules in Schedule 1 of the Regulations will apply.

All unit owners, occupiers and residents (including tenants) must comply with the body

corporate operational rules for the complex.

**Pre-settlement Disclosure:**

- (v) The seller must provide their buyer with a Pre-settlement Disclosure Statement no later than the fifth working day before the settlement date. The Pre-settlement Disclosure Statement must contain the following prescribed information and a certificate given by the body corporate certifying that the information in the statement is correct. The body corporate may withhold the certificate if any debt that is due to the body corporate remains unpaid. The prescribed information is:
  - (a) the unit number; and
  - (b) the body corporate number; and
  - (c) the amount of the contribution levied by the body corporate under s. 121 of the Act in respect of the unit being sold; and
  - (d) the period covered by such contribution; and
  - (e) the manner of payment of the levy; and
  - (f) the date on or before which payment of the levy is due; and
  - (g) whether a levy, or part of a levy, due to the body corporate is unpaid and, if so, the amount of the unpaid levy; and
  - (h) whether legal proceedings have been instituted in relation to any unpaid levy; and
  - (i) whether any metered charges due to the body corporate are unpaid and, if so, the amount of unpaid metered charges; and
  - (j) whether any costs relating to repairs to building elements or infrastructure contained in the unit are unpaid and, if so, the amount of unpaid costs; and
  - (k) the rate at which interest is accruing on any money owing to the body corporate by the seller; and
  - (l) whether there are any proceedings pending against the body corporate in any court or tribunal; and
  - (m) whether there have been any changes to the body corporate operational rules since the Pre-Contract Disclosure Statement.
  - (n) whether there are any proceedings: -
    - (i) initiated by the body corporate and pending in any Court or Tribunal; or
    - (ii) intended to be initiated by the body corporate in any Court or Tribunal.
  - (o) whether there is any written claim by the body corporate against a third party that

is not yet to be resolved.

There are legal consequences on the seller for failing to provide the Pre-settlement Disclosure Statement in the timeframes required by the Unit Titles Act 2010, including delay of settlement and cancellation of the contract.

**Record of Title:**

(vi) A record of title was previously known as a certificate of title for a unit title development. A record of title records the ownership of a unit and contains a legal description of the unit's boundaries. It further records any legal interest registered against the title to the unit, such as a mortgage or an easement.

A copy of the record of title for the unit should come with the unit plan attached and a supplementary record sheet that records the ownership of the common property, and any legal interests against the common property and base land. It also records other information, such as address for service of the body corporate and the body corporate operational rules. In a unit title development, the common property does not have a record of title.

**Land Information Memorandum (LIM):**

(vii) A LIM is a report issued by the relevant council by request. The purchaser may request a LIM to obtain certain information and there are fees associated for its request payable to the relevant council. A LIM provides information the council has about the property. This may include:

- rates information;
- information about private and public storm water and sewerage drains;
  - what building consents and code compliance certificates have been issued;
  - the district plan classification that relates to the land and its buildings;
  - any special features of the land the council is aware of, including downhill movement, gradual sinking, rock fall, flooding etc;
  - any possible contamination of the land; and
  - any other information the council deems relevant/necessary.

Full details of what a local council is obliged to provide in a LIM is contained in s 44A of the Local Government Official Information and Meetings Act 1987.

**Easements and Covenants:**

(xiii) *Easement:*

An easement is a right that is granted over a piece of land in favour of nearby land. The right may not extend as far as giving exclusive possession of the land. There are various forms of easement and this may include common easements allowing services such as water, sewage,

electricity or telephone lines and rights of way that run over defined areas of the land. An easement may apply to a unit title property and/ or to the common areas.

*Covenant:*

A title may record a covenant on the property. A covenant is an interest in land according to the Property Law Act 2007 and is registered on the title of a property. The intent of a covenant is to limit or restrict the owner and any future owners as to how they use the land or property. Some covenants may be private agreements between parties; others may be imposed by the Council. Developers may use private covenants for controlling how future owners both develop and maintain the land, particularly for residential developments that are being marketed with certain characteristics.

Further information about matters set out above can be obtained from:

Unit title property ownership	Ministry of Business, Innovation and Employment <a href="http://www.unittitles.govt.nz">www.unittitles.govt.nz</a> 0800 UNIT TITLES (0800 864 884)
Unit plan Ownership and utility interests Record of Title Easements and covenants	Land Information New Zealand <a href="http://www.linz.govt.nz">www.linz.govt.nz</a> 0800 ONLINE (0800 665 463)
Body corporate operational rules Pre-settlement disclosure statement	The body corporate of the unit title development
Land Information Memorandum	Your local council

## Draft Budgets for the first full Operating Year (Estimates Only)

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Body Corporate to be formed, SL2, Gloucester Green, Christchurch

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	Approximate Operating Expenses
<b>First Year Insurance Fund</b>	
First Year Insurance Premium (Based on an estimate from Gallaghers)	175,974.64
<b>Total First Year Insurance</b>	175,974.64

	Approximate Operating Expenses
<b>Operating Account and Long Term Maintenance Fund</b>	
Second Year Insurance Premium	202,370.84
Caretaker/Cleaner Remuneration	18,000.00
Common Property Electricity	15,000.00
Fire Evacuation Drills	5,000.00
General Expenses	3,000.00
Grounds Maintenance Lawns & Gardening Contractor/s	30,000.00
Insurance Valuation Fees	4,500.00
R&M Building/s General Repairs	6,000.00
R&M Building/s Building Warrant of Fitness Costs	11,000.00
R&M Building/s Cleaning Windows & Glass	0.00
R&M Building/s Fire Protection Systems	7,000.00
R&M Building/s Lift Maintenance Contract (Building 10 Only)	12,000.00
R&M Building/s Roof Inspections/Roof Washing/Gutter Cleaning	0.00
R&M Building/s Stormwater Systems	0.00
R&M Building/s Wash	0.00
R&M Contingencies	6,000.00
Rubbish Removal	30,000.00
Secretarial Fee - Normal Work	51,301.50
Telephone Charges Fire Alarms/Lifts/Security	1,500.00
Minimum Annual Provision for Deferred Maintenance (long term replacements of water, electricity, drainange and sewerage systems, etc and periodic repainting)	48,000.00
<b>Total Operating Account And Long Term Maintenance Fund Levies</b>	450,672.34

All figures are GST inclusive (where applicable)

Please note: The "First Year Insurance Fund" needs to be provided for in full at the date of titles issuing to enable the insurance policy to be paid in full at that time. The second years premium needs to be collected to enable payment of the premium immediately the first years policy expires (i.e one year after titles issue). For this reason in the first year there is a contribution made to "Insurance Premium" that is higher than in subsequent years.

### Initial Levy Apportionments Based On the Draft Budgets

Body Corporate to be formed, SL2, Gloucester Green, Christchurch

**First Year Insurance Premium (Based on an estimate from Gallagher)** **\$175,974.64**

	UNIT NUMBERS	NUMBER OF OWNERSHIP INTERESTS (Unknown - Apportioned on approximate m <sup>2</sup> )	APPROXIMATE 1ST YEAR INSURANCE FUND LEVY	APPROXIMATE ANNUAL OPERATING ACCOUNT & LTM FUND LEVY (excluding 1st year insurance)	APPROXIMATE ANNUAL LIFT FUND LEVY	
Building 1	PU1	120	\$1,759.75	\$ 4,386.72	\$ -	
	PU2	66	\$967.86	\$ 2,412.70	\$ -	
	PU3	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU4	64	\$938.53	\$ 2,339.59	\$ -	
	PU5	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU6	64	\$938.53	\$ 2,339.59	\$ -	
	PU7	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU8	64	\$938.53	\$ 2,339.59	\$ -	
	PU9	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU10	64	\$938.53	\$ 2,339.59	\$ -	
	PU11	66	\$967.86	\$ 2,412.70	\$ -	
	PU12	120	\$1,759.75	\$ 4,386.72	\$ -	
Building 2	PU13	99	\$1,451.79	\$ 3,619.05	\$ -	
	PU14	66	\$967.86	\$ 2,412.70	\$ -	
	PU15	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU16	64	\$938.53	\$ 2,339.59	\$ -	
	PU17	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU18	64	\$938.53	\$ 2,339.59	\$ -	
	PU19	66	\$967.86	\$ 2,412.70	\$ -	
	PU20	120	\$1,759.75	\$ 4,386.72	\$ -	
Building 3	PU29	121	\$1,774.41	\$ 4,423.28	\$ -	
	PU30	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU31	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU32	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU33	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU34	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU35	121	\$1,774.41	\$ 4,423.28	\$ -	
Building 4	PU21	120	\$1,759.75	\$ 4,386.72	\$ -	
	PU22	66	\$967.86	\$ 2,412.70	\$ -	
	PU23	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU24	64	\$938.53	\$ 2,339.59	\$ -	
	PU25	116	\$1,701.09	\$ 4,240.50	\$ -	
	PU26	64	\$938.53	\$ 2,339.59	\$ -	
	PU27	66	\$967.86	\$ 2,412.70	\$ -	
	PU28	120	\$1,759.75	\$ 4,386.72	\$ -	
Building 5	PU36	121	\$1,774.41	\$ 4,423.28	\$ -	
	PU37	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU38	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU39	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU40	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU41	119	\$1,745.08	\$ 4,350.17	\$ -	
	PU42	121	\$1,774.41	\$ 4,423.28	\$ -	
Building 6	PU53	88	\$1,290.48	\$ 3,216.93	\$ -	
	PU54	87	\$1,275.82	\$ 3,180.37	\$ -	
	PU55	87	\$1,275.82	\$ 3,180.37	\$ -	
	PU56	87	\$1,275.82	\$ 3,180.37	\$ -	
	PU57	88	\$1,290.48	\$ 3,216.93	\$ -	

Building 7	PU58	88	\$1,290.48	\$ 3,216.93	\$ -
	PU59	87	\$1,275.82	\$ 3,180.37	\$ -
	PU60	87	\$1,275.82	\$ 3,180.37	\$ -
	PU61	87	\$1,275.82	\$ 3,180.37	\$ -
	PU62	87	\$1,275.82	\$ 3,180.37	\$ -
	PU63	88	\$1,290.48	\$ 3,216.93	\$ -
Building 8	PU43	172	\$2,522.30	\$ 6,287.64	\$ -
	PU44	169	\$2,478.31	\$ 6,177.97	\$ -
	PU45	169	\$2,478.31	\$ 6,177.97	\$ -
	PU46	169	\$2,478.31	\$ 6,177.97	\$ -
	PU47	169	\$2,478.31	\$ 6,177.97	\$ -
	PU48	169	\$2,478.31	\$ 6,177.97	\$ -
	PU49	169	\$2,478.31	\$ 6,177.97	\$ -
	PU50	169	\$2,478.31	\$ 6,177.97	\$ -
	PU51	169	\$2,478.31	\$ 6,177.97	\$ -
	PU52	172	\$2,522.30	\$ 6,287.64	\$ -
Building 9	PU64	91	\$1,334.47	\$ 3,326.60	\$ -
	PU65	88	\$1,290.48	\$ 3,216.93	\$ -
	PU66	88	\$1,290.48	\$ 3,216.93	\$ -
	PU67	88	\$1,290.48	\$ 3,216.93	\$ -
	PU68	88	\$1,290.48	\$ 3,216.93	\$ -
	PU69	91	\$1,334.47	\$ 3,326.60	\$ -
	PU70	91	\$1,334.47	\$ 3,326.60	\$ -
	PU71	88	\$1,290.48	\$ 3,216.93	\$ -
	PU72	88	\$1,290.48	\$ 3,216.93	\$ -
	PU73	88	\$1,290.48	\$ 3,216.93	\$ -
	PU74	88	\$1,290.48	\$ 3,216.93	\$ -
	PU75	91	\$1,334.47	\$ 3,326.60	\$ -
	PU76	91	\$1,334.47	\$ 3,326.60	\$ -
	PU77	88	\$1,290.48	\$ 3,216.93	\$ -
	PU78	88	\$1,290.48	\$ 3,216.93	\$ -
	PU79	88	\$1,290.48	\$ 3,216.93	\$ -
	PU80	88	\$1,290.48	\$ 3,216.93	\$ -
	PU81	91	\$1,334.47	\$ 3,326.60	\$ -

Building 10	PU82	83	\$1,217.16	\$ 3,034.15	\$ 281.99
	PU83	68	\$997.19	\$ 2,485.81	\$ 231.03
	PU84	78	\$1,143.84	\$ 2,851.37	\$ 265.01
	PU85	78	\$1,143.84	\$ 2,851.37	\$ 265.01
	PU86	58	\$850.54	\$ 2,120.25	\$ 197.06
	PU87	75	\$1,099.84	\$ 2,741.70	\$ 254.81
	PU88	78	\$1,143.84	\$ 2,851.37	\$ 265.01
	PU89	63	\$923.87	\$ 2,303.03	\$ 214.04
	PU90	78	\$1,143.84	\$ 2,851.37	\$ 265.01
	PU91	92	\$1,349.14	\$ 3,363.15	\$ 312.57
	PU92	63	\$923.87	\$ 2,303.03	\$ 214.04
	PU93	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU94	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU95	58	\$850.54	\$ 2,120.25	\$ 197.06
	PU96	88	\$1,290.48	\$ 3,216.93	\$ 298.98
	PU97	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU98	63	\$923.87	\$ 2,303.03	\$ 214.04
	PU99	92	\$1,349.14	\$ 3,363.15	\$ 312.57
	PU100	92	\$1,349.14	\$ 3,363.15	\$ 312.57
	PU101	63	\$923.87	\$ 2,303.03	\$ 214.04
	PU102	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU103	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU104	58	\$850.54	\$ 2,120.25	\$ 197.06
	PU105	88	\$1,290.48	\$ 3,216.93	\$ 298.98
	PU106	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU107	63	\$923.87	\$ 2,303.03	\$ 214.04
	PU108	92	\$1,349.14	\$ 3,363.15	\$ 312.57
	PU109	157	\$2,302.33	\$ 5,739.30	\$ 533.41
	PU110	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU111	112	\$1,642.43	\$ 4,094.28	\$ 380.52
	PU112	124	\$1,818.40	\$ 4,532.95	\$ 421.29
	PU113	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU114	158	\$2,317.00	\$ 5,775.85	\$ 536.81
	PU115	157	\$2,302.33	\$ 5,739.30	\$ 533.41
	PU116	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU117	112	\$1,642.43	\$ 4,094.28	\$ 380.52
	PU118	124	\$1,818.40	\$ 4,532.95	\$ 421.29
	PU119	86	\$1,261.15	\$ 3,143.82	\$ 292.19
	PU120	157	\$2,302.33	\$ 5,739.30	\$ 533.41
		<b>12,000.00</b>	<b>\$ 175,974.64</b>	<b>\$ 438,672.34</b>	<b>\$ 12,000.00</b>

**NOTES:**

The above apportionment is based on approximate m2 and is subject to change.

The "First Year Insurance Fund" needs to be provided for in full at the date of titles issuing to enable the insurance policy to be paid in full at that time. The second years premium needs to be collected to enable payment of the premium immediately the first years policy expires (i.e one year after titles issue). For this reason, in the first year there is a contribution made to "Insurance Premium" that is higher than in subsequent years.

The budget and levy are up for review at each Body Corporate AGM held annually 3 months following the BC's Financial Year End.

Prepared by Pitcaithly Body Corporate Services Limited 30/04/2024

## **BODY CORPORATE RULES - BC No. 584698 GLOUCESTER GREEN, CHRISTCHURCH**

*The Unit Titles Act 2010*

### **BODY CORPORATE OPERATIONAL RULES**

The body corporate rules set out in the First Schedule to the Unit Titles Regulations 2011 are added to by the following rules.

#### **1 FURTHER OPERATIONAL RULES**

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##### **1.1 Definitions:**

In these Rules, unless the context otherwise requires:

**Accessory Unit** means an accessory unit on the Unit Plan.

**Act** means the Unit Titles Act 2010 and includes any statutory modification or re-enactment of that Act.

**Body Corporate** means Body Corporate Number 584698 (Canterbury Land Registry).

**Building** means the building on the Land.

**Common Property** means the common property comprised in the Unit Plan.

**Council** means Christchurch City Council.

**Gloucester Green** means the development of homes and Common Property shown on the Unit Plan.

**Land** means the land which is the subject of the Unit Plan.

**Manager** means any manager appointed under rule 2.3.

**Owner** has the same meaning in these Rules as it has in the Act, and for the purposes of these Rules it also includes occupiers of a Unit and the employees, agents, invitees, customers, licensees and tenants of all owners and occupiers of Units, unless the context otherwise requires.

**Regulations** means the Unit Titles Regulations 2011.

**Rules** means the rules contained in the First Schedule to the Regulations, these rules, and amendments made to these rules from time to time.

**Small Domestic Animal** means a dog, cat or bird whose actual or anticipated adult height, when measured from the floor to the top of shoulder of such animal is less than 45 centimetres.

**Unit Plan** means unit plan number 584698 (Canterbury Land Registry).

**Unit** means one of the principal units 1- 120 on the Unit Plan, and:

- a) unless the context otherwise requires, includes all Accessory Units attached to that unit;

b) in relation to any Owner or occupier, means the unit owned or occupied by that Owner or occupier.

## 1.2 Interpretation:

- a) Words importing the singular or plural include the plural and singular respectively.
- b) Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text and will not affect the construction or interpretation of these Rules.

## 2 POWERS AND DUTIES OF THE BODY CORPORATE:

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- 2.1 **Exterior painting:** The Body Corporate will apply paint or protective coatings to the exterior of any Unit from time to time if the condition so requires. Any costs incurred may be levied upon the Owner of the Unit and will be payable by that Owner:
- 2.2 **Warrant of fitness:** Where the building on the land has a compliance schedule issued under section 100 of the Building Act 2004 that relates to any service or system contained wholly or partly in the Common Property or on the exterior of the building, the Body Corporate will be responsible for the issue of annual warrant of fitness for the building as required under section 108 of the Building Act 2004. The cost of compliance with section 108 of the Building Act will be a cost for which the Body Corporate will be entitled to levy each Owner as provided for the Act.
- 2.3 **Manager:** The Body Corporate may by ordinary resolution enter into any agreement with a manager (whether or not incorporated) for a fixed period of time for the carrying out and management of the duties of the Body Corporate at such remuneration and upon such terms and conditions as it may approve.
- 2.4 **Colour schemes and landscaping:** The Body Corporate may settle and approved schemes for the exterior colour and landscaping of the Units and for signs to be erected or painted on the Common Property.
- 2.5 **Approval level of expenditure:** Any expenditure of over \$10,000.00, not being expenditure which the Body Corporate is legally obliged or previously authorized to incur, will be referred to a general meeting.

## 3 AN OWNER OR OCCUPIER OF ANY UNIT SHALL NOT

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### 3.1 Purposes:

- a) Use any unit for any purpose which is illegal or may be injurious to the reputation of the building.
- b) Use the unit or permit it to be used in such manner or for such purpose as to cause damage or a nuisance or annoyance or disturbance to any occupier of any unit (whether an Owner or not) or to the family or any visitor of any such occupier.

3.2 **Noise:** Create any noise likely to interfere with the peaceful enjoyment of the Owner or occupier of any other unit or of any person lawfully using the common property:

**3.3 Pets:**

- a) Keep any animals, birds or pets in the Unit unless the Owner has:
  - i) in the case of a Small Domestic Animal, provided the Body Corporate or the Manager with a signed Automatically Permitted Animal Consent (at Annexure One); or
  - ii) for all other domestic animals provided the Body Corporate or the Manager with a signed Application for Animal Consent (at Annexure Two) and received the consent in writing of the Body Corporate.
- b) Alter any part of the Unit or Common Property to provide for a cat flap or similar point of entry and egress for any pet into any Common Property.

**3.4 Common Property:**

- a) Use the common property in such a manner as unreasonably to interfere with the use and enjoyment thereof by any occupier of any unit (whether an Owner or not) or by the family or any visitor of any such occupier.
- b) Except with the consent of the body corporate, which consent may be withdrawn at any time, use or store upon the unit or the common property anything that may create a fire hazard, or which increases the cost of fire insurance on the building of which the unit forms part, or which may contravene the fire regulations, or the rules, regulations, ordinances or bylaws of any authority having jurisdiction over the building of which the unit forms part or those having businesses with them or of any person lawfully using the common property, other than that in the fuel tank of a motor vehicle or, in the case of liquid gas only, in a properly approved gas cylinder.
- c) Deposit or throw upon the common property or another unit any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or occupier of another unit or of any person lawfully using the common property.
- d) Drive, operate or use or permit to be driven, operated or used on the common property, any vehicle or machinery of a weight or nature which is likely to cause damage to the common property, and the Owner shall be responsible for any loss, damage or injury to such common property caused, or contributed to, by the use by such Owner or occupier or their agent, contractor or invitee of any vehicle or machinery and shall forthwith after any such damage as aforesaid takes place, repair or cause such damage to be repaired at the said Owner's own cost.

**3.5 Management:** Interfere with the efficient management of the building of which the unit forms part of.

**3.6 Gardens:**

- a) Allow trees or plants or roots or foliage to encroach from the unit under, upon or over any other unit or the common property.

- b) Cause or permit any loss or damage to the common property including interior and exterior walls, fittings, lawn, garden, trees and plants situated thereon by reason of the use of such Owner or occupier or of any tenant, servant, agent, contractor, guest or invitee thereof.

**3.7 Car parks:**

- a) Park or allow any family member or any visitor to the unit to stand or park or cause to be stood or parked, any motor vehicle except that of the unit.
- b) Use those of the accessory units that are designated for parking, or allow them to be used, for storage of any items whatsoever or for any purpose other than the parking of a single motor vehicle. The accessory units shall be kept tidy and free of all litter, and no maintenance or repair work other than minor maintenance work shall be carried out on any motor vehicle located thereon.
- c) Obstruct or use for any purpose other than for the reasonable ingress and egress to and from their respective units, any of the driveways, paths and other accessways on the land (including without limitation lifts, stairways, corridors) or any easement giving access to the land.

**3.8 Use of Plumbing etc.:** With respect to the unit and the common property, waste water or use any part of the plumbing systems including toilets, waste pipes and drains, for any purposes except for those for which they were constructed or designed, nor deposit any sweepings or rubbish or other unsuitable substances therein. As conditions to the foregoing.

- a) The cost of rectification of any damage or blockage resulting to such plumbing systems from misuse or negligence shall be borne by the Owner responsible whether caused by the actions of that Owner or of any lessees, tenants, visitors, agents or servants.
- b) The Owner or occupier of a unit shall give the body corporate prompt notice of any accident to or defect in any plumbing or electrical systems which shall come to the knowledge of the Owner or occupier, and the body corporate or its agent may, having regard to the urgency involved, examine such accident or defect and organise such repairs or renovations as it deems necessary.

**3.9 External Contractors:** Permit any contractor that is carrying out any repair, maintenance, addition or alterations or other such work on a unit to cause more than minimal inconvenience to any other Owner or occupant and must ensure that such work is carried out in a proper workmanlike manner.

**3.10 Signage and External Appearances:** Paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the building or on any part of the common property (including near or at the entranceway to the complex) nor do anything to vary the external appearance of their units without the prior written consent of the committee or of the body corporate.

**3.11 Common Property Structures:** Mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent of the body corporate which consent may at any time be withdrawn.

**3.12 Removal of Furniture:** Move any furniture, piano, safe, goods, merchandise, machinery, plant or heavy object or article of such weight, nature or description as will impose or cause any stress or strain or weight likely to damage, weaken or cause movement or structural defect to the building or any part thereof, into or out of the building or any unit or the land except in a manner (including the placement of protective screens) that ensures that no harm shall be caused.

**3.13 Aerials etc.:** Erect or fix to the unit any television or radio aerial or antenna without the prior consent of the Body Corporate.

**3.14 Use of balconies:** Use the balcony or any Common Property for drying laundry (except for a "floor standing" drying rack) or displaying wall hangings or for storage, nor allow any combustible or hazardous materials or substances or any rubbish or unsightly materials or obsolete furniture to accumulate or be displayed on balconies or Common Property.

**3.15 Washing Lines:** Erect or affix any washing lines, poles or other such drying apparatus for a similar purpose (either temporary or permanent) outside a unit or on the exterior of a unit.

**3.16 Blinds, awnings and curtains:** Erect any awnings or any venetian blinds (at any time), nor external blinds or hang curtains or roller blinds visible from outside of the Unit unless those curtains or roller blinds have a backing of such colour and design approved by the Body Corporate. Body Corporate approval shall ensure that the backing used in all the Units presents a uniform and orderly appearance when viewed from the outside of the Units. The Owner will as often as the need will arise (in the opinion of the Body Corporate) replace at the Owner's own cost any curtains or roller blinds in the Unit.

**3.17 Fences:** Erect any fence, temporary structure, building or shed on any Unit or part thereof, without first obtaining approval in writing of the Body Corporate and the immediately adjacent Owners to a plan or diagram thereof and such fence, temporary structure, building, or shed will be erected in accordance with such plan or diagram.

**3.18 Washing of vehicles:** Owners are not permitted to wash vehicles anywhere within the complex.

**3.19 Residential occupation:** Owners are not permitted to use or occupy their Unit for any purpose other than a permanent residential dwelling without the prior written consent of the Body Corporate (see also Rules 4.7 and 4.8).

**3.20 Electric vehicle charging:** Install any vehicle charging devices without first obtaining the consent of the Body Corporate. The Body Corporate shall be entitled to withhold consent to any particular installation that it considers could put unreasonable strain on the electrical infrastructure within the Buildings and the Common Property. The Body Corporate will be entitled to seek professional advice before making its decision with the cost of the advice being borne by the Owner who is applying for consent.

#### 4 AN OWNER OR OCCUPIER OF ANY UNIT SHALL

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**4.1** **Floor Coverings:** Ensure that all floor space within the unit is covered by floor coverings to such an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of the Owner or occupier of any other unit.

**4.2** **Quiet Enjoyment:** Take all reasonable steps to ensure that any invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or occupier of any other unit or of any person lawfully using the common property.

**4.3** **Cleanliness:** With respect to the unit or accessory unit, keep all windows clean and if any are broken or cracked promptly replace same with fresh glass of the same colour, quality and weight:

- Maintain within the principal unit, in clean and dry condition, adequate covered receptacles and containers for garbage.
- Ensure that before refuse is placed in the said receptacles and containers it is securely wrapped or in the case of tins and other containers, completely drained.
- Temporarily store such filled receptacles and containers within an inside area of the principal unit.

**4.4** **Rubbish Collection:**

- To avoid cross contamination, every Owner shall ensure that only goods and material of the kind that is acceptable to the refuse collectors is put out for collection.
- Not use any refuse disposal system other than the communal bins located in areas designated by the Body Corporate, and in particular, shall not have any private wheelie bin on their Unit.

**4.5** **Alarms:** Be responsible for the cost of any special call out or other similar charge levied by any security or alarm company or other service provider in respect of any incident caused by the Owner or occupier or affecting the unit.

**4.6** **Security Passes:** Arrange directly with the relevant provider at the owners cost for the replacement of any lost or damaged access passes or automatic door or gate opening devices which give access to the common property or for such additional passes or devices to be issued to them as they may require. The replacement of any lost or damaged keys to the unit shall be arranged by an Owner or occupier directly with the Body Corporate.

**4.7** **Compliance with Building Act in relation to use:** Meet all costs incurred in upgrading the fire alarm system and any other building elements or services that may be required by any competent authority as a result of the unit being used to provide transient accommodation. The reason for this rule is that the building has been designed to comply with the Fire Code as it relates to permanent residential accommodation. The use of a unit to provide temporary or transient accommodation may trigger a requirement to upgrade the fire alarm system, and possibly other systems and/or parts of the building. All costs associated with required upgrades should be borne by the Owners whose use triggers the requirement for upgrading.

**4.8 Lease of the unit:** A unit Owner shall:

- a) When creating a lease or tenancy or right of occupation of the unit in favour of some other person, ensure that that person has received and perused and agreed to abide with these rules.
- b) Advise the committee or manager if the unit is to be used for transient accommodation such as, but not restricted to, Airbnb and similar services. In addition to the provisions in clause 4.7 above, the body corporate shall be entitled to recover any additional insurance premiums or other costs from the Owner as a result of such transient accommodation.
- c) If at any point in time, it becomes necessary to obtain any consent from any authority in order to use of the unit for transient accommodation (as described at clause 4.8 (b) above), then, the Owner shall, in addition to the obligations under rules 4.7 and 4.8 (a) and (b):
  1. As a precondition of using the unit for transient accommodation, obtain, at the unit Owner's cost, all necessary consents from any authority required; and
  2. Supply such consent documentation to the committee or manager; and
  3. Ensure that all consents remain valid, current and are punctually renewed where required.

For the purposes of clause 4.8 (c) "authority" shall be defined as any authority having a role or interest in regulating short term accommodation, including but not limited to any regional council or territorial authority within the meaning of the Local Government Act 2002, or any Crown entity or government agency.

- d) For clarity, it is the unit Owner's sole responsibility to establish whether any consent is from any authority under clause 4.8 (c) is required.

**4.9 Duties and Obligations:** Ensure that the duties and obligations imposed by these rules on the Owners shall be observed not only by the Owners but also by the occupiers of the units and the owners' and occupiers' guests, employees, agents, workers, children, invitees, licensees and tenants.

**4.10 Contact Details:** Advise the committee of the body corporate of the Owner's private address and telephone number or, if the Owner is a corporation, of the private address and telephone number of the secretary or other responsible person employed by the Owner and shall keep the body corporate promptly informed of any change in such address or telephone number.

**4.11 Defect/Damage:** On becoming aware of any defect or damage to any part of the building of which the unit forms part or defilement to the exterior of the building of which the unit forms part or the common property of the body corporate or the failure or defect of any of the building's services of which the unit forms part, shall notify the body corporate immediately. The committee of the body corporate shall have authority to make such repairs or renovations as the committee considers necessary for the safety and preservation of the building (or, in an emergency, such repairs or renovations as the committee of the body corporate considers necessary). The body corporate shall be entitled to recover the costs of the repairs or renovations from an Owner if the act or neglect of an Owner necessitated the repairs or renovations.

**4.12 Telecommunications Services:** An Owner must, where a Unit receives the benefit of telecommunications services, pay on demand by the Body Corporate, the Owner's proportion of the cost of providing those services, and the maintenance and upgrade of those services from time to time. If an Owner does not pay such charges, the Body Corporate may, without prejudice to its other remedies, authorise the disconnection of all or any such services provided to the Unit and recover the costs of the outstanding charges from the Owner

**4.13 Fire Drills:** The Body Corporate may require the Owners to perform fire drills, and observe all necessary and proper emergency evacuation procedures, and the Owners will co-operate with the Body Corporate in observing and performing such rules and regulations."

## ANNEXURE ONE

### AUTOMATICALLY PERMITTED ANIMAL CONSENT

All unit owners and occupiers are permitted to have one small domestic dog, cat or bird in their Unit provided such animal's actual or anticipated adult height when measured from the floor to the top of shoulder is less than 45 centimetres.

**Owner/Occupier:** \_\_\_\_\_

**Unit:** \_\_\_\_\_

**Animal:** **Cat/ Dog / Bird** (Select one)

**Name of pet:** \_\_\_\_\_

**Breed:** \_\_\_\_\_

**Height of pet:** \_\_\_\_\_ centimetres (for the actual or anticipated adult height, when measured from floor to top of shoulder)

I/We the owner or occupier of the above Unit, advise that we have/will keep domiciled within my/our Unit the pet described above. I/we acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the permitted pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Gloucester Green or cause damage to any common area;
- (b) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (c) my/our pet must be on a leash or fully restrained by me/us whenever it passes through any common area. I/we must wait for a vacant lift or use stairs when travelling to and from the Unit with the pet;
- (d) I/we must immediately clean up all waste made by such animal and it must not use the common area gardens or any other areas as a toilet;
- (e) my/our pet must be removed from Gloucester Green at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Gloucester Green or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal;
- (f) this consent is for this pet only and only while I/we are the owners or occupiers of the Unit; and
- (g) this consent does not absolve me/us from compliance with any relevant bylaws.

Signed by the Owner/Occupier: \_\_\_\_\_ Date: \_\_\_\_\_

## ANNEXURE TWO

### APPLICATION FOR ANIMAL CONSENT

**Applicant:** \_\_\_\_\_

**Unit:** \_\_\_\_\_

**Animal:** **Cat/ Dog / Bird** (Select one)

**Name of pet:** \_\_\_\_\_

**Breed:** \_\_\_\_\_  
\_\_\_\_\_

**Height of pet:** \_\_\_\_\_ centimetres (for the actual or anticipated adult height, when measured from floor to top of shoulder)

I/We, the owner or occupier of the above Unit, request consent to keep domiciled within my/our Unit the pet described above. I/we acknowledge and agree that:

- (a) it is my/our responsibility to ensure that the consented pet and any area they may occupy is kept in a clean and tidy condition, and that my/our pet will not interfere with any other occupiers' quiet enjoyment at Gloucester Green, or cause damage to any common area;
- (b) I/we will pay for any damage to the common area or any property caused by my/our pet;
- (c) my/our pet must be kept on a leash or fully restrained by me/us whenever it passes through any common area. I/we must wait for a vacant lift or use stairs when travelling to and from the Unit with the pet;
- (d) I/we must immediately clean up all waste made by such animal and it must not use the common area gardens or any other areas as toilets;
- (e) my/our pet must be removed from Gloucester Green, at my/our cost should the Body Corporate (or any manager appointed by the Body Corporate), acting reasonably, determines that my/our pet is interfering with any other occupier's peaceful enjoyment of Gloucester Green or causing damage to any common area, and I/we must complete the removal of my/our pet within 21 days of the Body Corporate (or its manager) giving me/us notice requesting its removal;
- (f) this consent is for this pet only and only while I/we are the owners or occupiers of the Unit; and
- (g) this consent does not absolve me/us from compliance with any relevant bylaws.

**Signed by the Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

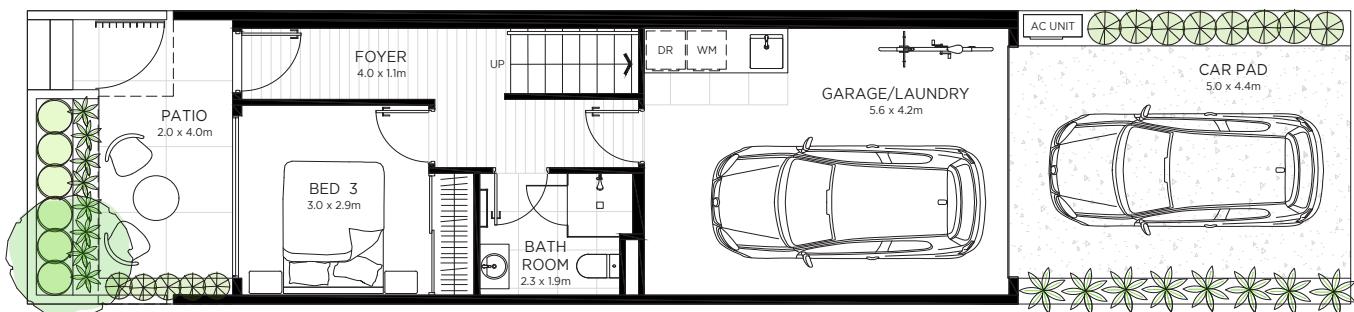
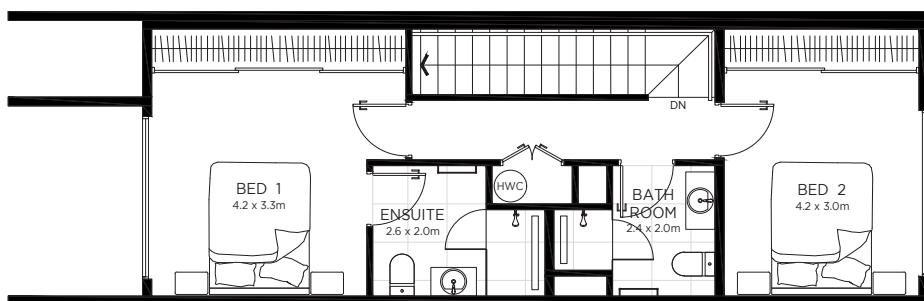
Given/ Withheld (Body Corporate to delete one)

**Signed on behalf of the Body Corporate:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# ONE CENTRAL

GLoucester  
Green

PU 44, 45, 46, 47,  
48, 49, 50 & 51



## Details

Interior size - 165m<sup>2</sup>

Outdoor - 8m<sup>2</sup>

Balcony - 6m<sup>2</sup>

Total - 179m<sup>2</sup>

**Fletcher Living®**  
this is living

The specifications, details, and information (including size and layout) set out on this floor plan are indicative only and may be subject to change. Internal area is measured from the external edge of the facade to the mid-point of the intertenancy wall.

<b>Specification – Gloucester Green (Building 8) – Type F (3 Bedroom)</b>	
<b>Foundation and Midfloor</b>	
Foundation construction	Gravel Raft
Ground floor slab	700mm deep waffle slab with steel reinforcing
Midfloor	Timber floor joists
<b>Roof</b>	
Roof type and capping	Dimond Styleline and Associate Ridge and Barge Flashings. Colour: ColorCote Titania
Downpipes, spouting and associated roof sundries	Colour: ColorCote Titania
<b>Exterior Cladding</b>	
Cladding – Cemintel Territory Cladding	Vertical Wood Grain  Associated aluminium trims and vents: Powder coated in Dulux Matt Bronco
Cladding – James Hardie Stria/Oblique Cladding	Dulux Paint finish Colour: Titania
Soffits – Cemintel Territory	Vertical Wood Grain  Associated aluminium trims and vents: Powder coated in Dulux Matt Bronco
Soffits - James Hardie Villaboard	Dulux Paint Finish Colour: Titania
Soffits - Slatted Timber	Dulux Paint finish Colour: Pauatahunui Half
Patio Surfacing	Insitu concrete paving with roller finish and Permacolour 'Platinum' colour, sealed
Balcony Decking	Hardwood Timber decking 140x19mm Garapa Watershed profile

<b>Exterior Joinery</b>	
Aluminium windows, doors, and associated flashings	Altus Pacific, with Southern profiles to selected locations to meet H1. Powder coated in Dulux Matt Titania
External front entry door	Parkwood Duramax FV3W
Entry door hardware	Schlage Artus Smart Lock (Black) supplied with: <ul style="list-style-type: none"> <li>• 3 key tags and</li> <li>• 2 back-up keys</li> </ul>
Aluminium Balustrades	Spectrum Seamless Face Fixed Aluminium Balustrade. Powder coated in Dulux Matt Titania
Sectional Garage Door	Windsor Flatline Smooth, Auto Sectional Garage Door Coloursteel: Matt Bronco  Garage Door Opener supplied with two remotes
Entry Door Canopy	Spectrum Stayed Entry Canopy Powder coated in Dulux Matt Titania

<b>Ceiling</b>	
Type	13mm GIB standard except in bathrooms which are Aqualine
Finish (Paint finish)	Level 4 finish to all areas
Ceiling height	Floor to Ceiling Height 2.55m generally, 2.4m in toilets/ bathrooms and ground floor bedroom 2.5m to the garage.

<b>Interior Walls</b>	
Type	10mm GIB standard. As per the structural design some walls include Plywood under GIB or GIB Braceline.  Wet areas include either 10mm or 13mm GIB Aqualine

Intertenancy walls	13mm GIB standard (or Braceline) and 50mm Hebel intertenancy wall system installed as per 1929 system
Finish	Level 4 finish

Interior Joinery	
Internal Doors	Hollow core with Dulux Paint finish: Dulux Treble Cone Half  Polycore Internal Garage door
Reveals and architraves	Dulux Paint finish Colour: Dulux Treble Cone Half
Wardrobe sliders	White/ Mirror
Internal door hardware	Lockwood Velocity Element Series in Satin Chrome

Interior Colours	
Walls	Dulux Low Sheen Colour Code: Dulux Treble Cone Half
Ceiling	Dulux Flat Sheen Colour Code: Dulux Treble Cone Half
Trims, Doors & Skirtings	Dulux Semigloss Sheen Colour Code: Dulux Treble Cone Half

Flooring	
Engineered Timber - Entry, Ground floor hall and stair, Kitchen, Living, Dining,	Godfrey Hirst Engineered Timber Floor Chateau Oak Alpine Oak
Carpet - Level 1 stair, Bedrooms and Level 2 Hall.	Feltex - Okiwi Bay 'Nixon' Solution Dyed Nylon
Tiled Floors- Bathroom/Ensuite/WC Tiled Walls - Showers/WC Wall only	Enzo MICROTEC Anti-slip Floor Tile 'Sand'
Laundry Tile	Enzo MICROTEC Anti-slip Floor Tile 'Sand'
Garage Carpet	Godfrey Hirst, Garafloor 'Charcoal'

<b>Kitchen</b>	
Kitchen Benchtop	20mm, Low Silica, Prime Stone 'Astra' Polished
Cabinetry - Woodgrain Effect	Melteca Chalet Ash - Organic
Cabinetry - Plain	Melteca 'Warm White' Naturale
Cabinetry Handles	Extrusions: Novara G Profile in Matt Chrome Finish  Rebated Handles: Elite Top Mount - Matt Chrome
Kitchen Splashback Grout	'D-Segni OSSO' 100 x 100mm with White Grout
Sink type	Mercer PR130 Pressato Single Bowl Undermounted
Kitchen tapware	Oliveri Essente Stainless Steel Goose Neck Pull Out Mixer
<b>Appliances</b>	
Oven	Fisher and Paykel Built in Pyroletic Oven 11 Function 85L 600mm - OB60SD11PLX1
Cooktop	Fisher and Paykel Induction Cooktop, 60cm, 4 Zones with SmartZone - CI604DTB4
Dishwasher	Fisher and Paykel Integrated Dishwasher - DW60U212
Rangehood (PowerPak)	Fisher and Paykel Integrated Insert Rangehood, 60cm - HP60IDCHX3

<b>Bathroom/Ensuite/WC</b>	
Bathroom/Ensuite vanity including sink	Ground Floor Bathroom: BathCo Sumo 750mm, 2 drawer, T&G Finish - Kodura Top & Sleek round basin  Paint Finish: Dulux Treble Cone Half

	<p>Second Floor Bathroom: BathCo Sumo 900mm, 2 drawer, T&amp;G Finish - Kodura Top &amp; Sleek round basin</p> <p>Paint Finish: Dulux Treble Cone Half</p> <p>Ensuite: BathCo Sumo 750mm, 2 drawer, T&amp;G Finish - Kodura Top &amp; Sleek round basin</p> <p>Paint Finish: Dulux Treble Cone Half</p>
Bathroom/Ensuite/WC vanity tapware	Caroma Urbane II Tower Basin Mixer - Brushed Nickel
Bathroom/Ensuite Shower	<p>Bathrooms: Caroma Urbane II Rail Shower - Brushed Nickel</p> <p>Ensuite: Caroma Urbane II Rail Shower with 300mm Overhead - Brushed Nickel</p>
Bathroom/Ensuite Shower mixer	Caroma Urbane II Bath/Shower Mixer - Round Cover Plate - Brushed Nickel
G/F Bathroom & Ensuite Mirror	Propel TITAN ROUND-75 LED Mirror with Demister 750mm
Second Floor Bathroom	Propel TITAN ROUND-90 LED Mirror with Demister 900mm
Toilet	<p>Adesso Form Back to Wall Toilet Suite Rimless</p> <p>Flush button: Parisi Dual Flush Set - Brushed Nickel</p>
Toilet roll holder	Caroma Urbane II Toilet Roll Holder - Brushed Nickel
Bathroom/Ensuite Heated Towel Rail	Heirloom Genesis 510 Brushed Nickel Towel Warmer
Shower Shelf	Caroma Luna Bathroom Shelf Brushed Nickel
Undertile heating	Yes (Warmup System)

Laundry	
Laundry joinery and toespace	Melteca Chalet Ash – Organic

Laundry joinery handles	Extrusions: Novara G Profile in Matt Chrome Finish
Laundry benchtop	Formica 'Fresh Snow' Naturale
Laundry splashback	'D-Segni OSSO' 100 x 100mm with white grout
Laundry tub	Mercer PR130 Pressato Single Bowl Undermounted
Laundry mixer	Oliveri Essente Stainless Steel Goose Neck Mixer

Insulation	
Generally	Pink Batts; ceiling, interfloor, walls Slab edge insulation
Floor	Calculated net R-value R1.5
External walls	Calculated net R-value R1.7-R3.4
Roof	Calculated net R-value R4.8
Acoustics	Building Code Compliant

Plumbing	
Hot water heating system (Sized for Unit)	Rheem 300L
Water supply	Mains pressure
Refrigerator Plumb	Yes
Dishwasher Plumb	Yes

Electrical	
Mains (Single phase only)	Yes
Switchboard	Sized to suit unit
Internal lights	<ul style="list-style-type: none"> <li>• Recessed LED downlights (Warm White)</li> <li>• LED striplight to underside of kitchen cabinetry</li> <li>• Vynco Diaz VST 1 LED steplight</li> <li>• Surface Batten LED in Garage</li> <li>• Round Bulkhead Light in Laundry</li> </ul>

External Lights	<ul style="list-style-type: none"> <li>• Halcyon LED Up/Down Wall Luminaire White</li> <li>• Halcyon Exterior Steplight</li> </ul>
Data points	Living Room
USB points	Bedrooms, Kitchen & Living Room
Entry Door Bell	SimX D534 with lit pushbutton
TV Outlets	Living room and Bedrooms
Bathroom/laundry extractor fan	Yes
Fire /smoke alarm	Yes
Dedicated circuit for EV charger in garage	Dedicated circuit for EV charging provided for owner to supply and install charger

Heating	
Ducted air-conditioning system - Living and Bedrooms	<p>End Units: 8.9kw Cool/ 7.4kw Heat  Mitsubishi PEAD-M100JAAR1 Ducted air conditioning system.  Outdoor unit - PUZ-ZM100VKA2-A</p> <p>Middle Units: 7.4kw Cool/ 6.15kw Heat  Mitsubishi PEAD-M71JAAR1 Ducted air conditioning system.  Outdoor unit - SUZ-M71VAD-A</p>
Bathroom	Goldair GBH550 2.4kw electric bathroom heater with WiFi (White)

**Note:** The above specifications are correct as of 15<sup>th</sup> May 2024, please note that some products specified may change due to availability. Where change to specification is unavoidable, every effort will be made to procure substitute products of equal or better value.

**Purchaser 1**

First Name
Surname

**Purchaser 2**

First Name
Surname

Postal address
Phone
Email
Solicitor
Title out: <input type="checkbox"/> Yes <input type="checkbox"/> No      If no, then estimated date of title issue:

**IMPORTANT**

The Purchaser acknowledges that the specification takes precedence over any other information. Unless otherwise noted, this specification solely relates to work carried out on the subject property. The Purchaser has read and understood the specification. Fletcher Living Canterbury (FLC) have the right to approve all colours and change at FLC discretion. All products to FLC specifications unless otherwise stated. FLC reserves the right to clarify any items in this specification.

Name	Signature	Date
Name	Signature	Date

**IMPORTANT**

The Purchaser/s confirms that they have sighted the Exterior & Interior Finishes samples boards for the Gloucester Green development located at the One Central Sales Centre

Name	Signature	Date
Name	Signature	Date

## WARNING AND DISCLAIMER

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

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

#### Acknowledgements

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

The person or persons signing this agreement acknowledge that either:

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

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

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

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

Signature of Purchaser(s):

Signature of Vendor(s):

May 2023

---

#### Name:

**Director / Trustee / Authorised Signatory / Agent / Attorney\***

*Delete the options that do not apply*

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

---

#### Name:

**Director / Trustee / Authorised Signatory / Agent / Attorney\***

*Delete the options that do not apply*

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

---

#### Name:

**Director / Trustee / Authorised Signatory / Agent / Attorney\***

*Delete the options that do not apply*

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

---

#### Name:

**Director / Trustee / Authorised Signatory / Agent / Attorney\***

*Delete the options that do not apply*

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

\*If this agreement is signed under:

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

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

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

## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

**VENDOR:** Fletcher Living Canterbury being a division of Fletcher Residential Limited

Contact Details:

**VENDOR'S LAWYERS:**

Firm: Saunders & Co

Individual Acting: Tita Elliott

Email: [tita.elliott@saunders.co.nz](mailto:tita.elliott@saunders.co.nz)

Contact Details: PO Box 18  
Christchurch 8140

Phone: 03 379 7690

**Email address for service of notices** (clause 1.4): [gloucester.green@saunders.co.nz](mailto:gloucester.green@saunders.co.nz)

**PURCHASER:**

Contact Details:

**PURCHASER'S LAWYERS:**

Firm:

Individual Acting:

Email:

Contact Details:

**Email address for service of notices** (clause 1.4):

**SALE BY LICENSED REAL ESTATE AGENT:**

Manager:

Salesperson:

Second Salesperson:

Contact Details:

Licensed Real Estate Agent under Real Estate Agents Act 2008

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