

Hobsonville Point

Home Ballot

11 Ringamaui Place(Lot 17)

Due to popularity and to ensure fairness these homes will be sold by ballot. All applications must be provided to one of our New Home Consultants within the below time frame to be eligible to enter. Applications must be submitted using the attached Ballot application entry form

Open to view: Saturday 22nd and Sunday 23rd of May 11am-12pm.

Ballot Opens:
17th May 2021

Ballot Closes:
27th May 2021

Ballot Drawn:
28th May 2021



Meet our New Home Consultants:



Susan Annett
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Hobsonville Point

Lot 17 - 11 Ringamaui Place

\$999,000

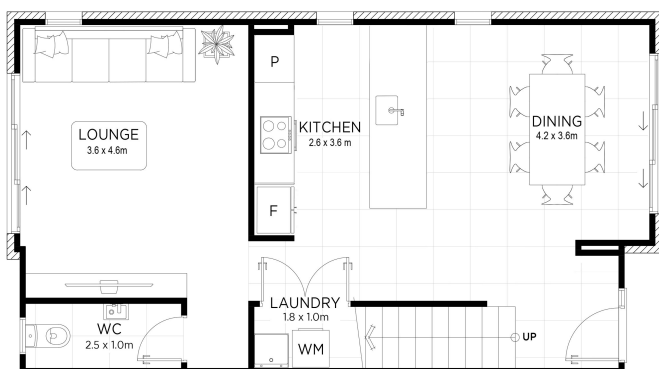
PROPOSED PRICE SUBJECT TO CHANGE

3  2.5  1  1 

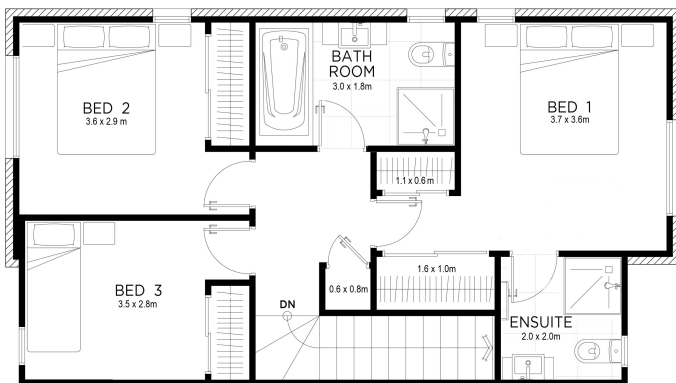
House: 128m² **Land:** 175m²

HOUSE AND LAND SIZES ARE APPROXIMATE

Ground floor



First floor



Features

- Open plan kitchen, dining and living
- Stylish kitchen with quality appliances
- 3 bedrooms
- 2.5 bathrooms
- Guest toilet downstairs
- 1 off-street parking
- Heat pump

PLANS ARE INDICATIVE ONLY

1. MEDIAN HOMES TERMS

Warranties

- 1.1** The purchaser warrants the following (and if more than one they **warrant** jointly and severally) to the vendor and to HLC (2017) Limited ("HLC") that:
- 1.1.1** the purchaser will own the Property for at least the first two (2) years from the date of settlement of the Property; and
 - 1.1.2** the purchaser will own the Property in his/her/their personal capacity and will not, within the first two (2) years from the date of settlement of the Property, transfer or otherwise dispose of all or part of the Property to another person or entity (such as a company or trust).

No Assignment

- 1.2** The purchaser may not novate, transfer or assign their rights and obligations under this Agreement.

Enforcement

- 1.3** The purchaser acknowledges that the vendor and HLC have invested considerable resource into delivering Median Homes products at the Purchase Price to eligible purchasers. In addition to the financial resource invested, HLC has an interest in the delivery of this product to eligible buyers to meet the wider economic benefit to the New Zealand economy as a whole and the Auckland property market in particular in delivering affordable housing products to non-investor owners. HLC also has a reputational interest in ensuring Median Homes products are delivered and sold only to eligible buyers in accordance with its established policies.
- 1.4** Should the Median Homes Terms be breached, both the vendor and HLC reserve their rights to damages, losses and costs (including but not limited to legal and professional fees) and to all other legal remedies available to them both pursuant to this Agreement and at law generally.
- 1.5** In addition, the purchaser agrees HLC may, in its absolute discretion as it considers reasonable and appropriate in the circumstances, charge the purchaser liquidated damages which the purchaser shall be liable for being either:
- 1.5.1** in the case of a breach that cannot be remedied, a sum no greater than the difference between the Purchase Price and current market value of the property at the time of breach of the Median Homes Terms; or
 - 1.5.2** in the case of a breach that can be remedied, \$500 per day for every day the purchaser remains in breach of the Median Homes Terms and HLC may also, in its absolute discretion, extend the two year live-in requirement recorded in clause 1(a) above for a period equivalent to the length of the breach of the Median Homes Terms;
- 1.6** HLC will provide, in all circumstances where it does not give its consent to a breach of the Median Homes Terms a reasonable opportunity for such default to be remedied.
- 1.7** Should the purchaser breach any of the Median Homes Terms, the liquidated damages charge and all other legal remedies shall be enforced at the discretion of HLC as it considers reasonable and appropriate in the circumstances. However HLC may, at its sole option, give its written consent to any breach of the Median Homes Terms including, without limitation, a sale of the Property within the first two years of acquisition where there has been an unforeseen change in the purchaser's circumstances and where HLC considers in its opinion that such change in circumstance is not a deliberate intended breach.
- 1.8** The purchaser acknowledges and agrees that the Median Homes Terms may, at the option of the vendor and/or HLC, be recorded in an encumbrance and registered against the title to the Property or secured by such other agreements or arrangements as HLC may require. The purchaser shall take title to the Property subject to such encumbrance or other security arrangement and shall not be entitled to requisition for the variation or removal thereof. Such encumbrance or other security arrangement shall rank subsequent to any first mortgage in priority.

Hobsonville Ballot Application Form

11 Ringamaui Place

Purchaser 1 Details

Name: **Date:**

Address:

Email: **Phone:**

Purchaser 2 Details (if applicable)

Name: **Date:**

Address:

Email: **Phone:**

Residency

Purchaser 1 - Are you a NZ citizen or permanent resident? Yes / No

Purchaser 2 - Are you a NZ citizen or permanent resident? Yes / No

Property Status

☐ Currently own property/land in NZ or overseas

☐ Previously owned property/land in NZ or overseas

☐ Have never owned property/land in NZ or overseas

Financial Status

Please acknowledge that if your application is drawn you are confident you would be able to meet the deposit requirement of \$20,000.00 within two working days of signing the sales and purchase agreement.

Please acknowledge that you have sufficient funds to complete this purchase at the listed sale price.

Bank pre-approved lending Value \$

Undertakings

By signing the below I confirm acknowledge and agree the following matters with Fletcher Residential Limited T/A Fletcher Living ("Fletcher Living"):

1. I/We have been provided with, read and considered the Fletcher Residential Ltd T/A Fletcher Living brochure and the Median Homes Terms (provided with this form, explaining the ballot process and the terms and conditions, for the purchase of the Median Home), and accept them in full.
2. I/We understand that eligibility for the Fletcher Living ballot does not guarantee me the opportunity to purchase one of these homes.
3. If false or fraudulent information has been provided for the assessment of Fletcher Living, then any such eligibility becomes null and void.
4. This ballot is not open to purchasers requiring a "subject to house sale" condition to enable this transaction.
5. I/We agree to come into the Fletcher Living sales suite at Hobsonville Point to sign a sales and purchase agreement within 24 hours of notification of your successful ballot draw.
6. I/We understand that Fletcher Living has the right to decline my/our application if it does not meet the eligibility criteria.
7. I/We acknowledge that the balloted homes are allocated on a random basis and that specific properties are not able to be requested.

Signed By:

Purchaser 1 Signature: **Date:**

Purchaser 2 Signature: **Date:**

Attachments

Please ensure the following is enclosed with your application

- ☐ Pre-approval acknowledgement from your bank that your are able to meet the listed price of your home
- ☐ Identification - drivers licence/ passport

Would you like to receive information from Fletcher Living regarding upcoming releases and development updates?

☐ Yes

☐ No

Privacy Statement

The information that you provide to Fletcher Residential Ltd will be used to:

- Assess if you meet the eligibility criteria for a median home within the Hobsonville Special Housing Area; and
- If eligible, to then administer the ballot and allocation stages of the process.

This information will be held by Fletcher Residential Ltd and any other authorised person/agency in accordance with the Privacy Act 2020. You have the right to access, or request the correction of, any information held by Fletcher Residential Ltd about you or your application.

You agree that Fletcher Residential Ltd can use this information to administer the ballot and to see how you are settling in your new home (if successful).