

FURTHER TERMS OF SALE (KAKAPO NEIGHBOURHOOD - GENERAL)

19 SUBDIVISION

- 19.1 The vendor is in the process of applying to the Christchurch City Council for consent to subdivide the land in Certificate of Title 798367 in the manner set out in the attached plan. This Agreement is conditional on the vendor being granted subdivision consent on conditions acceptable to the vendor by 31 January 2019.
- 19.2 As soon as practicable after satisfaction of the condition in clause 19.1 the vendor will, with all due diligence and at the vendor's expense, complete the subdivision of the vendor's land and will prepare and lodge for deposit with Land Information New Zealand a plan of subdivision in a form as near as possible to the plan attached.
- 19.3 The Property is sold subject to all existing encumbrances, restrictions, easements and drainage rights and to any further encumbrances, restrictions, consent notices, easements or drainage rights which may be required in order to satisfy the conditions of approval of the land use and subdivision consent by the vendor, the Christchurch City Council or any other authority in respect of the subdivision plan. The purchaser agrees to purchase the Property and take title subject to all such encumbrances, consent notices, restrictions, (including the restrictive covenants contained in clause 24 hereof and the proposed covenants in gross shown on the attached plan) easements and drainage rights.
- 19.4 The following are subject to any variation or alteration as required by the vendor, the Christchurch City Council or Land Information New Zealand as the case may be:
- a) All measurements and areas shown on the attached plan;
 - b) The layout and appearance of the overall subdivision of the vendor's land or any particular details of the vendor's development;

The purchaser shall not be entitled to make any objection or requisition or claim for compensation in respect of any such variations or alterations to the Lot being sold unless the effect of such variation or alterations is to reduce the area of the Property by more than 3% of the area shown on the attached plan.

- 19.5 The purchaser acknowledges that the purchaser purchases the Property solely in reliance upon the purchaser's own judgement and not upon any representation or warranty made by the vendor or any agent of the vendor. The purchaser acknowledges that the vendor intends to develop its land in stages, and that the

vendor has given no warranty that the title to the Lot being purchased will be available by any particular date.

20 FINANCIAL ARRANGEMENT RULES

The parties hereby agree that where in relation to this Agreement it is or becomes necessary to determine "the consideration" for the purposes of Part EW of the Income Tax Act 2007 the Purchase price payable hereunder is the lowest price the parties would have agreed on for the Property that is the subject of this Agreement at the time at which this Agreement was entered into on the basis of payment in full at the time at which the first right in the specified property is to be transferred.

21 CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003

It is recorded that:

- a) the Settlement date is the earliest date on which the parties would in any circumstances have agreed that the balance of the Purchase price was to be payable; and
- b) neither the period between the date of this Agreement and the Settlement date nor any other provision in this Agreement evidences any deferment of the purchaser's obligation to pay the Purchase price for the purposes of Section 6 of the Credit Contracts and Consumer Finance Act 2003; and
- c) accordingly this Agreement is not a "credit contract" for the purposes of or within the meaning of that Act.

22 NO CAVEAT

The purchaser agrees that neither the purchaser nor any person claiming through the purchaser will lodge a caveat against the title to the land or any part of it prior to the survey plan being deposited at Land Information New Zealand. In the event of the purchaser or any person claiming through the purchaser lodging a caveat the vendor may forthwith take all necessary steps at the purchaser's cost to secure the immediate removal of such caveat and the purchaser agrees that the production of this Agreement to the District Land Registrar at Christchurch shall entitle the District Land Registrar to remove the caveat from the title. If the purchaser registers any caveat or procures the registration of any caveat in contravention of this clause, the purchaser shall pay to the vendor liquidated damages of \$1,000.00 per day for so long as such caveat prevents the deposit of the vendor's plan of subdivision.

23 DAMAGE REMEDIATION BOND

- 23.1 On settlement the purchaser shall pay to the vendor a bond of \$2,500.00 ("the Bond") which the vendor is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of construction of the dwelling. The procedure for the refund or retention of the Bond shall be as follows.

- 23.2 At any time up to six months after the issue of a Code Compliance Certificate for the first dwelling built on the lot, the purchaser shall be entitled to apply to the vendor for the refund of the Bond. The application shall be in writing, and must be accompanied by a copy of the Code Compliance Certificate for the dwelling.
- 23.3 As soon as practicable after receipt of the purchaser's application, a representative of the vendor will inspect the lot to determine if there has been any damage caused to the infrastructure of the subdivision (roads, footpaths, berms, kerbs, trees and street furniture) or to any fences or neighbouring lots during the course of construction of the dwelling.
- 23.4 If in the opinion of the vendor there has been damage caused, the vendor shall notify the purchaser in writing of the particulars of the damage and will specify a reasonable time within which repairs or reinstatement of the damaged parts must be completed by the purchaser.
- 23.5 If at the expiry of the period referred to in clause 23.4 (or such later date as the vendor may agree in writing), the purchaser has not repaired or reinstated the damage, the vendor will be entitled to apply the Bond in meeting the cost of repair or reinstatement. Any balance of the Bond remaining after the repair or reinstatement shall be refunded to the purchaser.
- 23.6 If in the opinion of the vendor after carrying out the inspection in clause 23.3 there is no outstanding damage caused, the vendor shall refund the Bond to the purchaser.
- 23.7 The vendor is not obliged to hold the Bond in a separate account nor to account to the purchaser for any interest earned on the Bond.
- 23.8 If the purchaser does not apply in writing for the refund of the Bond within six months of the issue of a Code Compliance Certificate for the dwelling, the vendor shall be entitled to permanently retain the Bond.
- 23.9 In the event that the purchaser sells the lot without building on it, the vendor shall continue to hold the Bond on the terms set out above, and will make any refund of the Bond to the owner of the lot at the time the dwelling is built. It is recommended that the purchaser make provision in any agreement to sell the lot for the party purchasing to refund the Bond to the purchaser direct.

24 RESTRICTIVE COVENANTS AND ENCUMBRANCE

- 24.1 It is acknowledged by the purchaser that the covenants set out in Appendix A are to be registered for the benefit of all of the residential lots on the plan of subdivision to the intent that each of the residential lots will be subject to a general scheme, and the purchaser agrees to be bound by the restrictive covenants as set out in Appendix A. The vendor will register the restrictive covenants prior to settlement. The vendor reserves the right to amend the form of the covenants set out in Appendix A prior to registering them.
- 24.2 Attached as Appendix B is a copy of Encumbrance 10935601.2 that is registered over the underlying title (and which will be brought down onto the title to the lot being sold)

in favour of the Trustees of the Christchurch Racecourse.

25 FENCING BY VENDOR

- 25.1 The vendor will at its cost fence the boundaries between the residential lots on the subdivision with a 1.8 metre high paling fence constructed of new materials and in compliance with the fencing provisions contained in the restrictive covenants.
- 25.2 The vendor will take all reasonable steps to complete the fencing in clause 25.1 before the Settlement date but the parties acknowledge that from time to time it may not be possible to complete the fencing before settlement. In that event the vendor will ensure that the fencing is completed as soon as practicable after settlement but the purchaser will not be entitled to retain any part of the Purchase price on settlement.

26 SETTLEMENT AND PAYMENT OF PURCHASE PRICE

- 26.1 The deposit shall be paid by one payment of \$ _____ on the date that this Agreement is signed.
- 26.2 The balance of the Purchase price, together with the other moneys payable by the purchaser under this Agreement shall be paid 5 Working days after the date that the vendor's solicitor notifies the purchaser's solicitor that a search copy, as defined in Section 172A of the Land Transfer Act, is obtainable.

27 PURCHASER'S CONDITIONS OF SALE

- 27.1 This Agreement is subject to the purchaser obtaining finance on terms and conditions acceptable to itself/themselves within 10 Working days of the date of this Agreement.
- 27.2 This Agreement is subject to the purchaser being satisfied, after taking such advice as the purchaser may wish, that the Property is in all respects suitable to the purchaser. The purchaser (or their solicitor) shall notify the vendor's solicitor within 10 Working days from the date of this Agreement as to the fulfilment or otherwise of this condition. This condition is inserted for the sole benefit of the purchaser.

APPENDIX A
LAND COVENANTS

APPENDIX B
FORM OF ENCUMBRANCE