

## **FURTHER TERMS OF SALE (CLAREMONT STAGE 8 - OAKFIELDS) – PRE-TITLE**

### **20 SUBDIVISION**

- 20.1 The vendor undertakes with all due diligence and at the vendor's expense to 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.
- 20.2 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 Hurunui District 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) easements and drainage rights.
- 20.3 The following are subject to any variation or alteration as required by the vendor, the Hurunui District 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, and or draft restrictive covenants;

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 alteration is to reduce the area of the property by more than 3% of the area shown on the attached plan. For the avoidance of doubt this clause does not confer onto the purchaser any right of cancellation.

- 20.4 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.

### **21 FINANCIAL ARRANGEMENT RULES**

- 21.1 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 for sale and purchase of property at the time at which this sale and purchase agreement for the sale and purchase of the property 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.

## **22 CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003**

22.1 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.

## **23 NO CAVEAT**

23.1 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 vendor's plan of subdivision.

## **24 COMPLIANCE BOND**

24.1 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, and to ensure compliance with all relevant restrictive covenants. The procedure for the refund or retention of the Bond shall be as follows.

24.2 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.

24.3 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, and compliance with the covenants registered against the title.

24.4 If in the opinion of the vendor there has been damage caused or the covenants have not been complied with, the vendor shall notify the purchaser in writing of the particulars of the damage or non-compliance and will specify a reasonable time within which repairs or reinstatement of the damaged parts or covenant adherence must be completed by the purchaser.

- 24.5 If at the expiry of the period referred to in 24.4 (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.
- 24.6 If in the opinion of the vendor after carrying out the inspection in paragraph 23.3 there is no outstanding damage caused, the vendor shall refund the Bond to the purchaser.
- 24.7 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.
- 24.8 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 at its sole discretion.
- 24.9 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 original purchaser make provision in any agreement to sell the lot, for the party purchasing to refund the Bond to the original purchaser directly.

## **25 RESTRICTIVE COVENANTS**

- (a) It is acknowledged by the purchaser that the draft 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.
- (b) It is further acknowledged by the purchaser that the property is located in the sixth of multiple stages of residential development at the vendor's property, and accordingly the vendor reserves the right to register a covenant preventing the purchaser and the successors in title from objecting either directly or indirectly to any further stage or development of the vendor's property into residential development.

## **26 FENCING BY VENDOR**

- (a) The vendor will not be liable to contribute to any boundary fence to the Lot, nor as an owner of an adjacent Lot under the Fencing Act 1977 and shall be entitled to register a fencing covenant as part of the Restrictive Covenants at clause 25.
- (b) In respect of Lot 178, the vendor shall erect and provide a 1.2m high, warner style pool fence on the north boundary, and in respect of 179, the vendor shall erect and provide a 1.2m high, warner style pool fence on the south boundary, both adjoining local purpose Hurunui District Council walkway reserve. The purchaser shall pay to the vendor for such fence calculated at a total price of \$208.00 plus GST per lineal meter, such sum being payable at settlement. The vendor will use its best endeavours to ensure such fence is erected on or before settlement, but in any event not later than two months following settlement, and any failure to have erected by settlement shall not be a reason to deduct from settlement nor withhold settlement in any form.
- (c) In respect of Lots Lot 149, 162, 168, 169, 174, 175,, the vendor shall erect and provide

a 1.8m high, standard wooden paling fence on the south boundary, adjoining local purpose Hurunui District Council stormwater reserves. The purchaser shall pay to the vendor for such fence calculated at a total price of \$75.00 plus GST per lineal meter, such sum being payable at settlement. The vendor will use its best endeavours to ensure such fence is erected on or before settlement, but in any event not later than two months following settlement, and any failure to have erected by settlement shall not be a reason to deduct from settlement nor withhold settlement in any form.

- (d) Clause 26 (c) shall apply to Lot 150 also – however it shall only be a half share required to be paid at settlement.

## **27 SETTLEMENT AND PAYMENT OF PURCHASE PRICE**

- 27.1 The deposit shall be paid by one payment of \$ \_\_\_\_\_ on the date that all purchasers conditions have been satisfied.
- 27.2 The balance of the purchase price, together with the other moneys payable by the purchaser under this agreement shall be paid five (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.

## **28 PURCHASER'S CONDITIONS OF SALE**

- 28.1 This contract is subject to the purchaser obtaining finance on terms and conditions acceptable to itself/themselves within 10 working days of the date of this contract.
- 28.2 This contract 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 contract as to the fulfilment or otherwise of this condition. This condition is inserted for the sole benefit of the purchaser.

## **29 VEHICLE ENTRANCES / LETTERBOXES**

- 29.1 Each Lot must be provided with a vehicle crossing constructed by the purchaser at their cost in accordance with Hurunui District Council standards prior or in association with a building consent being issued for the dwelling to be constructed on the Lot and in accordance with the "Vehicle Crossing Type A" or "Vehicle Crossing Type B", in as per attached KF Consilium drawing 1027/1300. The vendor shall also have the sole discretion to approve of any proposed vehicle crossing site in order to regulate the design aesthetics of the development.
- 29.2 The owners of Lots 149 to 156, 160 to 166, 171, 172, 178, 179, 185, 186, and 189 to 192 shall construct a vehicle crossing in accordance with KF Consilium drawing 1027/1300 "Vehicle Crossing Type" as part of the building consent process, with timing and any necessary bonding or other requirements carried out in accordance with the Council's requirements. This requirement shall be secured by consent notice registered on the records of title for Lots 149 to 156, 160 to 166, 171, 172, 178, 179, 185, 186, and 189 to 192.

**30 STORMWATER CONSENT**

- 30.1 A stormwater management plan for the stormwater system's installed in the rights-of-way shall be submitted to the Council for approval.
- 30.2 The owners of Lots 157 to 160, 167 to 170, 172 to 177 179 to 184, 187 and 188, shall be responsible for undertaking all necessary maintenance to meet the requirements of the stormwater management plan for the right-of-way. This requirement shall be secured by consent notice registered on the records of title for Lots 157 to 160, 167 to 170, 172 to 177 179 to 184, 187 and 188.

**31 SALE RESTRICTION**

- 31.1 The Purchaser shall not be entitled to on-sell this section between the date of this contract and the date a code compliance certificate issues for the first dwelling to be built on the property, without the vendor's prior written consent, such consent not to be unreasonably withheld or delayed, however a reasonable condition of such consent shall be that all covenants and conditions of this agreement are replicated in any on-sale agreement consented to.

**32 SUNSET DATE**

- 32.1 This contract is conditional upon the vendor obtaining a new certificate of title for the lot subject to this contract, on or before 31 July 2022, failing which the purchaser shall have the right to cancel this contract in writing delivered to the vendor's solicitor and shall be due a full refund of their deposit including accrued interest.