

**BENROGAN ESTATES SUBDIVISION CHRISTCHURCH
FURTHER TERMS OF SALE
STAGES 1 and 2**

21. Purchaser's conditions

21.1. This agreement is conditional upon the purchasers' approval of the following conditions within ten (10) working days from the date of acceptance of this agreement.

21.1.1. The underlying title

21.1.2. Land Information Memorandum

21.1.3. Finance

21.2. It is the sole responsibility of the purchaser to satisfy itself that the property will be suitable for the purchaser's purpose and as to the truth or accuracy of any information given to the purchaser.

22. Deposit

22.1. The purchaser shall pay the deposit to the vendor's solicitor's trust account immediately upon confirmation of clause 21.

22.2. The deposit shall be held by the vendor's solicitor as stakeholder in its trust account on an interest bearing trust account in the sole name of the vendor until settlement.

22.3. In the event that the contract is terminated for any reason other than by the default of the purchaser, the deposit together with all interest (less Resident Withholding Tax (RWT) and commission) shall be returned to the Purchaser otherwise all interest (less RWT and commission) shall be retained by the Vendor.

23. Settlement date

23.1. The Settlement Date will be ten (10) working days following the date on which a search copy of the record of title for the property is available.

24. Vendor subdivision

24.1. The vendor has received a satisfactory resource consent from the Christchurch City Council for the subdivision of the vendor's land (**Subdivision Consent**) which provides for a staged subdivision known as Benrogan Estates (**subdivision**) and the vendor will, using reasonable endeavours and at the vendor's cost, without undue delay:

24.1.1. Arrange for the preparation of a survey plan (**Subdivision Plan**) showing the subdivision of the vendor's land in accordance with the Subdivision Consent and any other resource consents that may be necessary (the **Consents**).

24.1.2. Complete all works and do all things required to be completed to satisfy any conditions or other requirement of the Consents (**Subdivision Works**).

- 24.1.3. Do everything reasonably necessary to have the Subdivision Plan deposited with Land Information New Zealand and to obtain the issue of a separate record of title for the property as quickly as practicably possible.

25. Purchaser's acknowledgements

- 25.1. The purchaser acknowledges that the vendor or its servants, agents or workers retain the following rights in respect of the property up until the issue of title, and in respect of the subdivision generally:

- 25.1.1. To grant to the Christchurch City Council and/or any other territorial, local authority or government department and/or any other person interested in the land the right to lay telephone and power cables, sewerage, water and gas pipes and other connections and to construct any transformer or supply box;
- 25.1.2. To provide for any rights in respect of water supply, storm water, sewerage drainage, electricity and gas and/or rights of way and other requirements by way of easement or otherwise;
- 25.1.3. To store soil in the course of development works;
- 25.1.4. To cut away or remove soil from the sub-strata of the land and to berm and fill adjacent to roads, access ways and rights of way;
- 25.1.5. To excavate, contour, lower, fill, landscape or plant the land; and
- 25.1.6. To enter upon the lot and to do such work as shall in the opinion of the vendor be necessary for the construction of any road, footpath, drain, pipe, cable, line and other connection or transformer or supply box or as may otherwise be necessary to complete the subdivision in compliance with the Consents.

AND no such matter shall entitle the purchaser to compensation or damages nor shall it annul the sale or entitle the purchaser to make any objection or requisition pursuant to clause 6.2 of the General Conditions of Sale.

26. Variation of area

- 26.1. All measurements on the Subdivision Plan are subject to final approval by LINZ. The vendor shall be entitled to incorporate in the Subdivision Plan any variations required by LINZ.
- 26.2. No such variation shall entitle the purchaser to damages or compensation, nor shall it annul the sale or entitle the purchaser to requisition pursuant to clause 6.2 of the General Conditions of Sale

27. Easements

- 27.1. The vendor shall be entitled to create those easements described on the Subdivision Plan and any other easement required to give effect to the Consents. Such easements

shall contain at least the appropriate rights and powers in the Fifth Schedule of the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007.

28. Fencing

- 28.1. The purchaser and the vendor agree that the vendor shall erect the fencing around the Lot (other than the road and ROW frontages) in accordance with the requirements of draft land covenant clause 4.1. The cost of erection of such fencing shall be payable by the purchaser on settlement in addition to the purchase price of the Lot at a subsidised fixed price of:
- 28.1.1. \$3,800.00 plus GST per section where more than 2 boundaries are to be fenced; or
- 28.1.2. \$2,800.00 plus GST per section where only two boundaries are to be fenced.
- 28.2. For any sections that are accessed off a right of way, the boundary between the right of way and the Property will be treated as a road frontage and not fenced by the vendor.
- 28.3. The purchaser will be responsible for fencing all road frontages at the purchaser's cost in accordance with the requirements of draft land covenant clause 4.1, including the frontage to right of way where appropriate.

29. Purchase by a registered company

- 29.1. Where the purchaser of any Lot is a company, in consideration of the vendor entering into this Agreement at the request of the Directors and Shareholders of the purchaser, each of those Directors jointly and severally guarantees to the vendor the performance of all the purchasers obligations under this Agreement, and has separately executed this Agreement in that capacity in recognition of this obligation.

30. Sunset clause

- 30.1. The purchaser shall be entitled to cancel this agreement if the title has not issued on or before 29 September 2023 and the vendor shall refund the purchaser all money paid by way of deposit (without interest, costs, damages or other payments) and neither party shall have any claim against the other arising from cancellation pursuant to this clause.
- 30.2. The vendor may give written notice to the purchaser extending the above sunset date by six (6) months at the vendor's sole discretion.

31. Accruals clause

- 31.1. The purchase price is the lowest price that the parties would have agreed upon for the property at the time of entering into this agreement under the rules relating to the accrual treatment of income and expenditure in the Income Tax Act 2007 and on that basis no income or expenditure arises under those rules.

32. Bond

- 32.1. The purchaser shall pay to the vendor on the Settlement Date, the sum of \$2,000.00 (**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 the Works or to rectification of any matters of non-compliance with the approved Building Plans and Building Covenants (as set out in the land covenants to be registered against the title referred to in clause 33).
- 32.2. The procedure for refund or retention of the Bond shall be as follows:
- 32.2.1. At any time up to six (6) months after the issue of a Code Compliance Certificate for the dwelling, 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.
 - 32.2.2. As soon as practicable after receipt of the purchaser's application, a representative of the vendor will inspect the Lot to determine if:
 - 32.2.2.1. 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 the Works; and
 - 32.2.2.2. the driveway/crossing has been completed and sealed.
 - 32.2.2.3. The purchaser has complied with the approved Building Plans and the Building Covenants.
 - 32.2.3. If in the opinion of the vendor there has been damage caused or if the driveway/crossing has not been sealed or if the purchaser has not complied with the approved Building Plans and the Building Covenants, the vendor shall notify the purchaser in writing of the particulars of the damage or uncompleted or non-compliant works and will specify a reasonable time within which repairs or reinstatement of the damaged parts, completion of sealing of the driveway/crossing or works required to rectify the non-compliance must be completed by the purchaser (**remedial works**).
 - 32.2.4. If at the expiry of the period referred to in clause 32.2.3 (or such later date as the vendor may agree in writing) the purchaser has not undertaken the remedial works, the vendor will be entitled to apply the Bond in meeting the cost of the remedial works. Any balance of the Bond remaining after the remedial works have been completed shall be refunded to the purchaser.
 - 32.2.5. If in the opinion of the vendor after carrying out the inspection in paragraph 32.2.2 there are no remedial works required, the vendor shall refund the Bond to the purchaser.
- 32.3. 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.

- 32.4. If the purchaser does not apply in writing for the refund of the Bond within thirty (30) months from the Settlement Date, the vendor shall be entitled to permanently retain the Bond.
- 32.5. In the event that the purchaser sells the Lot before the period specified in clause 32.2.1, 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 application in writing is made provided that the application is made within the time period specified in clause 32.2.1. 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.

33. Land covenants

- 33.1. The purchaser acknowledges that prior to settlement, there will be registered against the title to the land a land covenant creating restrictive covenants generally in the form attached as Annexure Schedule 2. The vendor reserves the right to vary such land covenants as to the vendor in its sole discretion determines to be in the best interests of the subdivision.

34. No impediments to vendor's completion of subdivision

- 34.1. The purchaser must not lodge a caveat against the vendor's title.
- 34.2. The purchaser must not object to methods employed by the vendor in an endeavour to complete and sell other parts of the subdivision.
- 34.3. The purchaser must not at any time oppose, obstruct or object in any way, or provide support in any form to any person in opposition to, any planning proposal by the vendor or its successors in title in respect of the subdivision. In particular, the purchaser shall not (without limitation):
- 34.3.1. Make, lodge, be party to or finance any request, complaint, submission, application, appeal or other proceeding which is designed, intended or likely to limit, prohibit or restrict the completion of the subdivision;
 - 34.3.2. Bring any proceeding in any Court or tribunal for damages, negligence, nuisance, trespass or interference or otherwise arising as a result of the completion of the subdivision; or
 - 34.3.3. Object to the development of any property immediately adjoining the subdivision which is owned or controlled by the vendor or a related company of the vendor (as that term is defined in the Companies Act 1993 except that any reference on that section to a "company" shall include any body corporate irrespective of the place of incorporation or registration of that body corporate).
- 34.4. If required, the purchaser shall on request by the vendor or its successors in title, provide affected parties approval to any planning application referred to in this clause under the Resource Management Act 1991.

34.5. The purchaser irrevocably appoints the vendor or any nominee of the vendor to be the purchaser's true and lawful attorney for the purposes of making all applications and executing all consents, approvals and other documents and plans and performing all acts, matters and things as may be necessary:

34.5.1. To complete the subdivision; and

34.5.2. To have any caveat lodged by the purchaser in breach of clause 34.1 withdrawn.

35. Purchaser's contact details

35.1. The purchaser agrees to allow the vendor to provide its contact details to other adjoining lot owners for the purpose of relevant communications.