



' The Perfect Place to call Home ... with a Lifestyle for Everyone '

BELMGROVE Rangiora Ltd - Stage 1

Further Terms in the Agreement for the Sale and Purchase of

Lot _____ , BELMGROVE Rangiora Subdivision

1 Agreement Conditional -- This agreement is conditional on:

1.1 Solicitor's Approval -- The Purchaser's solicitor's approval of the underlying title, scheme plan of the subdivision and all town planning and resource consent matters including all information disclosed by a Land Information Memorandum and/or Project Information Memorandum from the Waimakariri District Council in respect of the lot;

1.2 Finance -- The Purchaser obtaining finance to purchase the lot on terms and conditions acceptable in all respects to the Purchaser; and

1.3 Due Diligence -- The Purchaser, at the purchaser's sole discretion, being satisfied with the results of the purchaser's due diligence investigation as to the suitability of the lot for the purchaser's intended use at the Purchase Price

such conditions to be satisfied within ten (10) working days of the date of this agreement.

These conditions are inserted for the sole benefit of the purchaser.

2. Terms deemed to be incorporated into this agreement: The parties agree and acknowledge that the following terms and conditions form part of this agreement (such terms are available on request or can be viewed at www.bellgrove.co.nz) :

2.1 General terms from the Auckland District Law Society Agreement for sale and purchase: The general terms of sale clauses 1-20 of the 11 edition 2022 Auckland District Law Society Agreement for sale and purchase of real estate (or any update of such general terms as at the date of this agreement) ("General Terms") ;

2.2 Restrictive covenants – The Vendor's restrictive covenants which govern the use, enjoyment and development of the lot and which will be registered on the title for the lot;

2.3 Building guidelines — The Vendor's building guidelines which set out the nature of the improvements that may be erected by the Purchaser on the lot.

If there is any conflict between the provisions of these further terms of sale and the General Terms then the provisions of these further terms will prevail.

3 **Deposit** -- The deposit payable under this agreement is: (Delete one)

10% of the purchase price which is \$ _____ , or

The amount of \$ _____

such deposit to be paid on confirmation by the Purchaser on the conditions contained in Further Term of Sale 1 and to be held by the Vendor's solicitor in their trust account as stakeholder until settlement.

4 **Settlement and Possession Dates** --

The settlement and possession dates are : (Delete those not applicable)

5 working days after the date that the Vendor's solicitor notifies the Purchaser's solicitor that the record of title in respect of the lot has been created pursuant to section 12 of the Land Transfer Act 2017.

or

on the date _____

or earlier at the purchaser's option, or later by mutual consent

Following confirmation of the conditions in this agreement and payment of the deposit by the Purchaser, the Vendor will grant the Purchaser access to the lot in order for the Purchaser to commence building work on the lot. The provisions in these further terms and the restrictive covenants in Appendix A will apply to such building work. The Purchaser must ensure that it and its contractors, invitees and employees follow the Vendor's and its surveyor's and contractor's directions regarding the Vendor's work to complete the subdivision. Prior to commencing work, the Purchaser must put in place appropriate insurance protecting the vendor from all risks in respect of the Purchaser's building work on the lot and the vendor must be noted as an interested party on the policy. The purchaser must provide a copy of this insurance within 2 working days of the vendor requesting this from the purchaser.

The maintenance provisions in the Covenants are applicable from the Date of Possession if earlier than the Settlement Date

5 **Subdivision**

5.1 **Vendor to complete subdivision** -- The Vendor will promptly, at its costs in all things, do all physical works, prepare, complete, lodge, submit and do all other things necessary to complete the subdivision of the underlying certificate of title to create the lot the subject of this agreement.

5.2 **Easements** -- The Purchaser consents to the creation and registration on the record of title for the lot any easements, consent notices or other encumbrances, rights or obligations which may be required to complete the subdivision or which the Vendor considers necessary or desirable. Accordingly, the Purchaser agrees to take the title to the lot subject to all consent notices, easements, encumbrances, rights or obligations and to execute all documents and to anything else, which may be required to obtain the deposit of the survey or to give effect to the easements, consent notices, encumbrances, rights or obligations.

5.3 **Alterations to the survey plan** -- The Purchaser agrees and acknowledges that the Vendor may change the survey plan at any time if required to do so by the District Council, Environment Canterbury or Land Information NZ or which is otherwise necessary or desirable. The Purchaser is not entitled to object to, requisition, claim compensation or delay settlement as a result of any such change.

5.4 **Services to the lot** -- The Vendor will provide:

- (a) **Power and Telecommunications** -- Electrical and Telecommunications connections at, or near to the boundary of the lot. The Purchaser is responsible for any and all other costs from this supply point into their lot
- (b) **Water** -- A connection to the Rangiora Town water supply network at, or near to the boundary of the lot. The Purchaser is responsible for any and all other costs from this supply point into their lot
- (c) **Sewage** -- A connection to the Rangiora Wastewater network at, or near to the boundary of the lot. The Purchaser is responsible for any and all other costs from this supply point into their lot
- (d) **Fencing** -- The Vendor may provide some fencing on the boundaries to the lot. If the Vendor has not erected a fence on one or more of the boundaries to the lot then the Purchaser will be bound by a fencing covenant (as defined in section 2 of the Fencing Act 1978) which will provide that the Vendor will not be liable to pay for or contribute towards the cost of erecting or maintaining any fence between any lot and any adjoining land owned by the Vendor. The Purchaser must not seek any payment, contribution or compensation from the local Territorial Authority for any boundary fencing adjoining a reserve or proposed reserve. All other fencing rules and requirements are detailed in the Bellgrove Building Guidelines.

5.5 **Measurement and areas** — Neither party is entitled to any variation of the purchase price nor any other compensation for any variation in the final area of the lot (as indicated on the front page of this agreement) unless the final area is greater than 5% than that indicated on the front page of the agreement. If the final lot size is 5% or more greater than that shown on the front page of the agreement then the purchase price will be adjusted pro rate to reflect the final area of the lot.

6 **Purchaser's acknowledgements** -- The Purchaser acknowledges that:

6.1 **No caveat** -- It will not and it will not permit any person acting on its authority to register a caveat against any title for its lot or the current titles owned by the Vendor. The Purchaser agrees and acknowledges that any such caveat will result in the Vendor suffering damages and losses. If the purchaser lodges a caveat then it irrevocably appoints the Vendor and its directors as the Purchaser's attorney for the purpose of executing all documents, consents, withdrawals of caveat and such other documents and generally doing such things as are necessary for the caveat to be withdrawn as promptly as possible. The Purchaser will pay the Vendor's costs (including its solicitor's costs) on a solicitor/client basis in respect of such removal and will indemnify the vendor and its directors against all costs, liability, losses or damage they incur or sustain in respect of acting as the purchaser's attorney pursuant to this clause;

6.2 Compliance & Damage Remediation Bond – The purpose of this bond is to ensure that compliance has been observed in regard to the BELLGROVE Restrictive & Building Covenants and to ensure that any damage to the BELLGROVE infrastructure adjacent to the Lot such as kerbing, footpaths, roading, plantings etc caused by any building activities on the Lot are remediated by the Lot owner or by BELLGROVE at the Lot owner’s expense. Accordingly, on settlement, in addition to the purchase price, the Purchaser will pay to the Vendor a Compliance & Damage remediation bond of \$5,000 (“Bond”) to be held by the Vendor as follows:

- a) At any time up to six (6) months after the issue of a Code of Compliance for the erection of a house on the lot, and after the completion of the roadside boundary landscaping, fence painting, letterbox installation on the lot, the Purchaser (or then current owner of the lot) may apply to the Vendor for a refund of the Bond. The application for Bond refund must be submitted to the Vendor on the Bond Refund Form available from the Vendor and must be accompanied by a copy of the Code of Compliance for the dwelling;
- b) As soon as practicable after receipt of the Purchaser’s (or then current owner of the lot) refund application, the Vendor will inspect the lot, any improvements or dwelling on the lot, and the surrounding area to determine if compliance has been met and whether there has been any damage caused during the course of construction of the dwelling on the lot;
- c) If in the reasonable opinion of the Vendor compliance has not been observed or there has been damage caused, then the Vendor shall notify the Purchaser (or then current owner of the lot) in writing with detail of the breach or damage and will specify a reasonable time within which such breach can be rectified and the repairs, remediation or reinstatement of the damaged areas that must be completed by the Purchaser (or then current owner of the lot), at its cost in all things;
- d) If at the expiry of this period referred to in further term of sale 6.2 (c) (or such later date as the Vendor agrees to in writing), the Purchaser (or then current owner of the lot) has not rectified such notified breaches or repaired, remediated or reinstated all of the damage, then the Vendor may apply part or all of the Bond in meeting the cost of such rectification, repair, remediation or reinstatement. Any surplus Bond after the Vendor has completed such rectification, repair, remediation or reinstatement will then be refunded to the Purchaser (or then current owner of the lot). If the Bond is insufficient to pay for all required rectification, repair, remediation or reinstatement then the Purchaser (or then current owner of the lot) will without deduction or set-off immediately reimburse the Vendor of all costs incurred by the Vendor in undertaking such work. The Vendor may charge a reasonable fee for its time in coordinating such rectification, repair, remediation or reinstatement;
- e) If in the reasonable opinion of the Vendor there has been no breach or no damage to the area surrounding the lot then the Bond will be refunded to the Purchaser (or then current owner of the lot);
- f) The Vendor shall not be obliged to hold any Bond in a separate account or to account to the Purchaser (or any subsequent owner of the lot) for any interest earned on the Bond;
- g) If the Purchaser (or then current owner of the lot) does not apply for the Bond refund within six (6) months of the issue of the Code of Compliance for the dwelling, the Vendor shall be entitled to permanently retain the full amount of the Bond;

- (h) If the Purchaser (or then current owner of the lot) does not apply for and/or receive Developer Approval prior to submitting consent application to council for any building work or improvements on the lot, the Bond shall be forfeit in full;
- (i) In the event that the Purchaser sells the lot and the Bond has not been refunded in accordance with these provisions, then 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 makes provision in any agreement to sell the lot for the party purchasing to pay a sum equal to the Bond to the Purchaser or otherwise arrange for the transfer of the Bond; and
- (j) The Vendor reserves the right to waiver the payment of any Bond. In this case, the Purchaser agrees to rectify any breach and/or repair at its expense any damage caused to any part of the infrastructure by the Purchaser or any party working on the Purchaser's lot.

6.3 Restrictive covenants – The restrictive covenants referred to in clause 2.2 will be registered on the record of title for the lot the subject of this agreement, subject to any amendment to such covenants which the Vendor considers prudent or necessary;

6.4 Purchaser's own judgement -- The Purchaser purchases the lot solely in reliance on its own judgement and not in reliance of any information, representation or warranty made by the Vendor or any agent of the Vendor;

6.5 Further development -- The Vendor intends to develop other parts of the Bellgrove subdivision in stages and this may result in subdivision work being undertaken close to Purchaser's lot. The Purchaser must not make, lodge or be a party of or contributed to the cost of any submission or objection to the development of any land owned by the Vendor; and;

6.6 Title for the lot -- The Vendor has given and gives no warranty that the title to the lot will be available by any particular date. If:

- (a) The Vendor has not obtained a separate record of title for the lot by 31st March 2024 ("Sunset Date") then, subject to any extension of the Sunset Date pursuant to further term of sale 6.6(b), the Purchaser may cancel this Agreement by giving written notice of cancellation to the Vendor. On receipt by the Vendor of a notice cancelling this Agreement, the Agreement will be terminated, all money paid under it must be refunded without deduction or set off, and neither party will have any claim against the other; but if
- (b) Force majeure event:
 - (i) In this agreement, a force majeure event means an event or circumstance which is beyond the control of the Vendor and prevents the vendor from performing any of its obligations under this agreement in a reasonable time ("Force Majeure"). A Force Majeure event includes an epidemic or endemic (including Covid 19), war, strike or lockout, natural catastrophe (including earthquake and

flooding) and any other thing or event beyond the reasonable control of the vendor.

- (ii) If the Vendor is wholly or partially precluded from complying with its obligations under this agreement or progressing the subdivision to create the lot in a timely fashion by reason of a Force Majeure event then the Sunset Date in clause 6.6 will be extended by the time that the Force Majeure event lasts.
- (iii) The vendor must as promptly as possible advise the purchaser of the Force Majeure event and use its best endeavours to complete its obligations under this agreement.

7. **CCCFA** -- The parties agree that:

7.1 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;

7.2 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

7.3 Accordingly this agreement is not a "credit contract" for the purposes of or within the meaning of that Act.

8. **Lowest price** -- The parties agree that where in relation to this agreement it is necessary to determine the consideration for the purposes of the accrual rules, the consideration payable is the fair market value of the lot at the date of this agreement and the purchase price is the lowest price agreed on for the lot on the basis of payment in full for the lot in cash on the date of this agreement..

9. **Information** — The Purchaser must provide the Vendor with any information and documents (including the purchaser's GST status, New Zealand residency statement and a signed Land Transfer Tax Statement as required pursuant to section 51A of the Overseas Investment Act 2005) reasonably requested by the Vendor for the purpose of progressing or financing the subdivision. The Purchaser must provided such information to the Vendor with 3 working days of receiving notice from the vendor requiring such information.

10. **Rates** – For any unconditional Sales & Purchase Agreements that that are subject to delayed settlement terms, the Purchaser shall be responsible for payment of all Council Rate demands from the date of Title Issue or Date of confirmation of the Agreement whichever is the later.