

BELLGROVE RANGIORA – STAGE 3

BELLGROVE Rangiora Ltd & NTP Development Holdings Ltd
Further Terms in the Agreement for the Sale and Purchase of
LOT(S) _____, BELLGROVE 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 property;
- 1.2 **Finance** - The Purchaser obtaining finance to purchase the property 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 property 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.

- 1.4 **Benefit of Conditions** - 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 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 Eleventh Edition 2022 (3) 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) as amended and available at bellgrove.co.nz ("General Terms");
- 2.2 **Restrictive Covenants** - The Vendor's restrictive covenants which govern the use, enjoyment and development of the property and which will be registered on the title for the property;
- 2.3 **Building and Fencing Guidelines** - The Vendor's building and fencing guidelines which set out the nature of the improvements that may be erected by the Purchaser on the property.

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 of the conditions contained in Further Term of Sale 1 and to be held by the Vendor's solicitor in an interest-bearing trust account as stakeholder until settlement.

In the event that this agreement is cancelled:

- (a) as a result of any default attributable to the purchaser, the deposit (plus any interest earned on the deposit whilst held in the vendor's solicitor's trust account, less withholding tax, bank charges and any reasonable commission charged by the vendor's solicitor) ("Net Deposit") will be released to the vendor; and
- (b) for any reason other than the default of the purchaser, the Nett Deposit will be refunded to the purchaser's solicitor after completion of any requirements of the Foreign Account Tax Compliance (US) rules and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (if any).

4 **SETTLEMENT AND POSSESSION DATES**

4.1 **Settlement/Possession:** The settlement and possession dates are: *(Delete those not applicable)*

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

or on the date _____

or earlier at the Purchaser's option (but not prior to issue of separate record of title for the property), or later by mutual agreement.

4.2 **Access:** Following confirmation of the conditions in this agreement, payment of the deposit by the Purchaser, payment of the Bond by the Purchaser in accordance with clause 6.2 and issue of the Section 224 Certificate from the Waimakariri District Council, the Vendor will grant the Purchaser access to the property in order for the Purchaser to commence building work on the property. 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 property 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.

- 4.3 **Covenants:** The maintenance provisions in the Covenants are applicable from the date the Purchaser takes possession of the property 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 record of title to create a separate record of title for the property.

- 5.2 **Easements** - The Purchaser consents to the creation and registration on the record of title for the property 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 property 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 plan 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 Waimakariri District Council, Environment Canterbury or Land Information NZ or which the Vendor considers 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 Property** - The Vendor will provide:

- (a) **Power and Telecommunications** - Electrical and Telecommunications connections at, or near to the boundary of the property. The Purchaser is responsible for any and all other costs from this supply point into their property;
- (b) **Water** - A connection to the Rangiora Town water supply network at, or near to the boundary of the property. The Purchaser is responsible for any and all other costs from this supply point into their property;
- (c) **Sewage** - A connection to the Rangiora Wastewater network at, or near to the boundary of the property. The Purchaser is responsible for any and all other costs from this supply point into their property;
- (d) **Fencing** - The Vendor may (but is not required to) provide some fencing on the boundaries to the property. If the Vendor has not erected a fence on one or more of the boundaries to the property, 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 property 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 Fencing Guidelines and Specifications.

- 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 property (as indicated on the front page of this agreement) unless the final area is lesser or greater than 5% than that indicated on the front page of the agreement. If the final property size is 5% or more, lesser or 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 property and the Purchaser will not be entitled to any other remedy.

6 **PURCHASERS 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 the property 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 Property such as kerbing, footpaths, roading, plantings etc caused by any building activities on the Property are remediated by the property owner or by BELLGROVE at the property owner's expense. Accordingly, on or before the date on which the Purchaser takes possession of the property pursuant to clause 4.2 or otherwise 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 property, and after the completion of the roadside boundary landscaping, fence painting, letterbox installation on the property, the Purchaser (or then current owner of the property) 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 property) refund application, the Vendor will inspect the property, any improvements or dwelling on the property, 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 property;

- (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 property) 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 property), 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 property) 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 property). If the Bond is insufficient to pay for all required rectification, repair, remediation or reinstatement then the Purchaser (or then current owner of the property) 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 property, then the Bond will be refunded to the Purchaser (or then current owner of the property);
- (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 property) for any interest earned on the Bond;
- (g) If the Purchaser (or then current owner of the property) 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 property) does not apply for and/or receive Developer Approval under the restrictive covenants prior to submitting consent application to council for any building work or improvements on the property, the Bond shall be forfeit in full;
- (i) In the event that the Purchaser sells the property 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 property at the time the Bond is to be refunded. It is recommended that the Purchaser makes provision in any agreement to sell the property 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 waive 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 property.
- 6.3 **Restrictive Covenants** - The restrictive covenants referred to in clause 2.2 will be registered on the record of title for the property, 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 property 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 the Purchaser's property. The Purchaser must not directly or indirectly (including as a member of any society or other body) make, lodge or be a party to, or contribute or have contributed to the cost of any submission or objection to the development of any land owned by the Vendor and if required by the Vendor will sign an affected person / party Approval Form;
- 6.6 **Title for the Property** - The Vendor has not given and gives no warranty that the title to the property will be available by any particular date. If:
- (a) The Vendor has not obtained a separate record of title for the property by 31st October 2027 ("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.
- (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 or delayed in complying with its obligations under this agreement or progressing the subdivision to create the separate record of title for the property in a timely fashion by reason of a Force Majeure event then the Sunset Date in clause 6.6 will be extended by the same time periods 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:
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;
- 7.1 Neither the period between the date of this agreement and the settlement date nor another 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
- 7.2 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 property at the date of this agreement and the purchase price is the lowest price agreed on for the property on the basis of payment in full for the property 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 provide such information to the Vendor within 3 working days of receiving notice from the Vendor requiring such information.
10. **RATES** - If settlement under this agreement occurs later than 20 working days after the later of date of issue of the Record of Title for the property or confirmation of the conditions of this agreement, the Purchaser agrees it shall be responsible for payment of all rates in respect of the property from the date of issue of the Record of Title for the property or confirmation of the conditions of this contract, whichever is later.
11. **GUARANTEE:**
- 11.1 If there is a guarantor named on the front page of this agreement, then in consideration of the Vendor entering into this agreement at the guarantor's request, the guarantor:
- (a) guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and all other money, and the due and punctual compliance by the Purchaser with all obligations of the Purchaser under this agreement; and
- (b) indemnifies the Vendor from and against any costs or liability which the Vendor may incur or suffer if the purchaser defaults in compliance with any of the obligations of the purchaser under this agreement.
- 11.2 No release, delay or other indulgence given by the Vendor to the Purchaser or other alteration to the terms of this agreement or any other thing by which the guarantor would have been released if the guarantor had been a surety shall release, prejudice or affect the

guarantor's liability as guarantor or indemnifier. The guarantor acknowledges and confirms that this guarantee shall remain in full force and effect despite any nomination.

- 11.3 As between the guarantor and the Vendor, the guarantor may for all purposes be treated as the Purchaser, and the vendor shall be under no obligation to take proceedings against the Purchaser before taking proceedings against the guarantor.
- 11.4 If there is more than one guarantor named on the front page of this agreement, then the liability of those guarantors shall be joint and several.
- 11.5 The Purchaser will, on written request from the Vendor, procure the guarantor to sign this agreement to the extent they have not already done so.