

## **FURTHER TERMS OF SALE BUILDERS TERMS**

### **18. Definitions**

In this Agreement unless the context otherwise requires:

“**the possession date**” means the date ten (10) working days after the later of:

- (i) The date of this Agreement; or
- (ii) If this Agreement is subject to any conditions, the date of satisfaction of these conditions;

on which date the balance of the purchase price will be paid.

“**the settlement date**” means the date twelve (12) months after the date of this Agreement or such earlier date as the Purchaser seeks a transfer of the Record of Title from the Vendor to the Purchaser on which date the balance of the purchase price will be paid.

### **19. Deposit**

The Purchaser will pay a deposit of 10% of the purchase price to the Vendors solicitors Trust Account upon the later of:

- (i) The signing of this Agreement; or
- (ii) If this Agreement is subject to any conditions, the date of satisfaction of those conditions.

### **20. Dealing with the Property**

Until the Purchaser has settled with the Vendor, the Purchaser shall not without the consent in writing of the Vendor first obtained, assign, encumber or otherwise deal with the Purchaser's interest under this Agreement.

### **21. Lowest Price**

The parties agree that the purchase price is the lowest cash price which the Vendor would accept for the purchase of the Property at the date of this Agreement.

### **22. No Building Without Consent**

22.1. The parties agree notwithstanding that the Purchaser may have possession of the Property, the Purchaser shall not build, erect or place on the Property any buildings without the written consent of the Vendor and the Vendor shall not unreasonably withhold consent PROVIDED THAT:

- (i) In seeking approval for such works the Purchaser has supplied written details as to the nature and scope of the works and as to any other matters which the Vendor reasonably considers necessary.

- (ii) The proposed buildings are in accordance with the terms of the covenants in the Covenant Instrument registered against the Record of Title.
- 22.2. The Vendor shall not be required to give consent to any works that (in its unfettered discretion) may adversely affect the value of any other property.
- 22.3. The Purchaser shall not commence the works on the land until the Purchaser has obtained all relevant building and planning permits approvals and consents.
- 22.4. All work shall be carried out in a good and tradesmanlike manner.
- 22.5. The Purchaser shall not be entitled to use or allow the use of the Property or any dwelling thereon as a residence prior to the settlement date.
- 22.6. At all times the Purchaser shall comply with all permits, approvals, plans and consents imposed on it by any local or regional authority.
- 22.7. The granting of consent pursuant to this clause will in no way be deemed to fetter any of the rights the Vendor may have against the Purchaser if the Purchaser shall in any way default on the purchase of the Property or any of the terms of this Agreement.

### **23. Damage Retention Bond**

- 23.1. On settlement or earlier possession of the Property (if applicable), the Purchaser shall pay to the Vendor a Bond of \$2,500 ("the Bond") which the Vendor is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the sub-division 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 set out in this clause.
- 23.2. At any time up to six months after the issue of a Code of Compliance Certificate for the first dwelling built on the Property, 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 of 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 Property, the Infrastructure of the sub-division, and the neighbouring Lots to determine if there has been any damage caused to the infrastructure of the sub-division (roads, footpaths, berms, kerbs, trees, irrigation 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 or the damaged parts must be completed by the Purchaser.
- 23.5. If at the expiry of the period referred to in 23.4 above (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 costs of repair or reinstatement, and any amount remaining after

the repair or reinstatement shall be refunded to the Purchaser. Any repair or reinstatement costs in excess of the Bond amount shall be payable by the Purchaser and/or the current owner of the property (as applicable).

- 23.6. If in the opinion of the Vendor after carrying out the inspection in clause 23.3 there has been 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 the earlier of:
- (i) six months of the issue of the Code Compliance Certificate for the dwelling or;
  - (ii) five (5) years from the date that the plan giving effect to the subdivision is deposited;

the Vendor shall be entitled to permanently retain the bond.

- 23.9. In the event that the Purchaser sells the Property 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 or requirement for further compensation to the owner of the Property at the time the dwelling is built. It is recommended that the Purchaser make provision in any agreement to sell the Property for the party purchasing to refund the Bond to the Purchaser direct.

#### **24. Approval of Title and LIM**

This Agreement is subject to the purchaser's solicitor's approval of the Record of Title and all information contained in a Land Information Memorandum within fifteen (15) working days of the date of this Agreement. This condition is inserted for the sole benefit of the purchaser.

#### **25. Due Diligence**

- 25.1. This Agreement is conditional upon the Purchaser completing a due diligence investigation satisfactory to itself in all respects within fifteen (15) working days of the date of this offer.
- 25.2. The parties acknowledge that satisfaction of this condition shall be at the sole and absolute discretion of the Purchaser and the Purchaser will not be obliged to state any reason for the Purchaser's lack of satisfaction.
- 25.3. This condition is inserted for the sole benefit of the Purchaser and may at any time prior to this Agreement being avoided be waived by the Purchaser given written notice of waiver to the Vendor.

#### **26. Rollover Clause**

If before this Agreement becomes unconditional in all respects, the Vendor obtains another offer to purchase the Property on terms and conditions acceptable to the Vendor, then the Vendor may, by written notice, require the Purchaser to waive or

satisfy the conditions of this Agreement within five (5) working days following delivery of that notice. If the Purchaser does not notify the Vendor within the period set out above that the conditions in Further Terms of Sale 24 and 25 (and any more Further Terms for the vendors benefit) are waived or satisfied, then this Agreement shall immediately terminate and be of no further effect. Any deposit paid by the Purchaser shall be immediately refunded.

## **27. Builders Terms**

The balance of the purchase price shall be paid or satisfied as follows;

- (i) By payment of the sum of \$\_\_\_\_\_ together with interest calculated in accordance with clause 27.1(ii) on the settlement date.
- (ii) Interest shall be payable on the said sum of \$\_\_\_\_\_ at the rate of 7.5% per annum from the date three (3) months after the date of this Agreement to the settlement date.

## **28. Health and Safety at Work Act 2015 (HSW Act)**

28.1. From the Possession Date:

- (i) Risk in the Property passes to the Purchaser;
- (ii) The Purchaser is solely responsible for the management and control of the Property and all activities carried out on the Property;
- (iii) The Purchaser is responsible for identifying any hazards or risks on the Property; and
- (iv) If the Property is used as a workplace (whether by commencing building works or otherwise), the Purchaser is solely responsible for implementing a health and safety management plan and for complying with all duties imposed on PCBUs under the HSW Act;

notwithstanding that the Vendor may still be the registered proprietor of the Property.

28.2. The Purchaser indemnifies the Vendor and any officer of the Vendor against all liability, costs, losses, penalties or otherwise suffered by the Vendor (and its officers) arising directly or indirectly from any breach of the HSW Act in respect of the Property.

## DISCLOSURE REQUIREMENTS

(For the purpose of s.21 of the Credit Contracts Act 1981)

1. **Full name and address of Creditor:**

Waipu Green Estate Limited  
30 Argyle Street  
**WAIPU 0510**

2. **Amount of Credit:**

\$ \_\_\_\_\_

3. **Total cost of credit (other than interest):**

Nil

4. **Finance Rate:**

7.5% per annum

In calculating the above the Creditor has assumed the Debtor will not exercise any right for early repayment.

5. **Payments required:**

- a) By payment of the sum of \$ \_\_\_\_\_ being the balance of purchase price on the settlement date.
- b) By payment of interest calculated at the rate of 7.5% on the balance purchase price from the date three (3) months after the date of this Agreement to the settlement date.
- c) Payments are to be made at the office of the Creditor or their Solicitors Mortlock McCormack Law, Level 2, 299 Durham Street North, PO Box 13-474 Christchurch.

6. The terms of the contract not disclosed in Items 1 to 5 of this disclosure are the terms contained in the attached Agreement for Sale and Purchase.

Receipt is acknowledged of this disclosure document and a copy of the Agreement for Sale and Purchase.

Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Waipu Green Estate Limited

\_\_\_\_\_ Date \_\_\_\_\_  
[Purchaser]