

# AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR: Traverse Limited

PURCHASER: \_\_\_\_\_ and/or nominee

The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement: **Yes/No**  
If "Yes", Schedule 1 must be completed by the parties.

Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes: **Vendor Yes/No**  
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. **Purchaser/Purchaser's Nominee Yes/No**

## PROPERTY

Address: Lot \_\_\_\_\_, 373 Kerikeri Road, Kerikeri

Estate: **FREEHOLD** ~~LEASEHOLD~~ ~~STRATUM IN LEASEHOLD~~ ~~CROSS-LEASE (FREEHOLD)~~ ~~STRATUM IN FREEHOLD~~ ~~CROSS-LEASE (LEASEHOLD)~~

If none of the above are deleted, the estate being sold is the first option of freehold.

### Legal Description:

#### Area (more or less):

Lot/Flat/Unit:

DP:

Record of Title (unique identifier):

Lot \_\_\_\_\_ on the Vendor's Plan of subdivision ("the Plan") a copy of which is annexed and being stage 2 of the Vendor's subdivision of the land contained in RT NA692/358 ("the Land") (new title yet to issue)

## PAYMENT OF PURCHASE PRICE

Purchase price: \$ \_\_\_\_\_

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$10% of the purchase price to be paid in accordance with clause 22.1 of the Further Terms of Sale

### Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is: in accordance with clause 24.1 of the Further Terms of Sale

OR

(2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement: 12 % p.a.

## CONDITIONS (refer clause 9.0)

Finance required (clause 9.1):

Yes/No

Finance date:

LIM required (clause 9.3):

Yes/No

LIM date:

Building report required (clause 9.4):

Yes/No

Building report date:

Toxicology report required (clause 9.5):

Yes/No

Toxicology report date:

OIA consent required (clause 9.6):

Yes/No

OIA date (clause 9.8):

Land Act consent required (clause 9.7):

Yes/No

Land Act date (clause 9.8):

## TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 9 May 2023

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43885.02 - 3 August 2023

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# GENERAL TERMS OF SALE

## 1.0 Definitions, time for performance, notices, and interpretation

### 1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.
- (14) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (15) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (17) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).
- (21) "LINZ" means Land Information New Zealand.
- (22) "Local authority" means a territorial authority or a regional council.
- (23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (24) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (27) "Property" means the property described in this agreement.
- (28) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (34) "Rules" means body corporate operational rules under the Unit Titles Act.

- (35) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (37) "Settlement date" means the date specified as such in this agreement.
- (38) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.
- (43) "Unit title" means a unit title under the Unit Titles Act.
- (44) "Unit Titles Act" means the Unit Titles Act 2010.
- ~~(45) "Working day" means any day of the week other than:~~

- ~~(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day,~~
- ~~(b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday,~~
- ~~(c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive,~~
- ~~(d) the day observed as the anniversary of any province in which the property is situated,~~
- ~~(e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhōri o Matariki Public Holiday Act 2022, and~~
- ~~(f) any other day that the Government of New Zealand declares to be a public holiday.~~
- ~~A working day shall be deemed to commence at 9:00 am and to terminate at 5:00 pm.~~

1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.3 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).

1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
- (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
- (b) on the party or on the party's lawyer:
- (i) by personal delivery; or
- (ii) by posting by ordinary mail; or
- (iii) by email; or
- (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the party or at the lawyer's office;
- (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
- (c) in the case of email:
- (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
- (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
- (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
- (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
- (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.



### 1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

## 2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
  - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or
  - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
  - (3) where the property is a unit title:
    - (a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
    - (b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
    - (c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act; and/or
  - (4) this agreement is:
    - (a) cancelled pursuant to clause 6.2(3)(c); and/or
    - (b) avoided pursuant to clause 9.10(5).
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.

## 3.0 Possession and Settlement

### Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
  - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
  - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

### Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.

- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
    - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
    - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
  - (2) the vendor's lawyer shall immediately thereafter:
    - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
    - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
    - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
  - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
  - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

#### **Last-Minute Settlement**

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
  - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

#### **Purchaser Default: Late Settlement**

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
  - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
    - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
    - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
  - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

#### **Vendor Default: Late Settlement or Failure to Give Possession**

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
    - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
  - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
  - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
    - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
  - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
    - (i) any withholding tax; and
    - (ii) any bank or legal administration fees and commission charges; and
    - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

#### Deferment of Settlement and Possession

3.14 If:

- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
  - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).

3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.

3.16 If:

- (1) the property is a unit title; and
- (2) the settlement date is deferred pursuant to either clause 3.14 or clause 3.15; and
- (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,

then the vendor may extend the settlement date:

- (a) where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
- (b) where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

#### New Title Provision

~~3.17 (1) Where:~~

- ~~(a) the transfer of the property is to be registered against a new title yet to be issued, and~~
  - ~~(b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,~~
- ~~then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which.~~



- ~~(i) the vendor has given the purchaser notice that a search copy is obtainable, or~~  
~~(ii) the requisitions procedure under clause 6.0 is complete.~~  
~~(2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.~~

#### 4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
    - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
    - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
  - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
  - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
    - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
    - (b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
  - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
  - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
  - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

#### ~~5.0 Risk and insurance~~

- ~~5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.~~  
~~5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply.~~  
~~(1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may.~~  
~~(a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover, or~~  
~~(b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation,~~  
~~(2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair,~~  
~~(3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price, and~~  
~~(4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.~~  
~~5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.~~

## 6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title ~~except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:~~  
~~(a) the tenth working day after the date of this agreement; or~~  
~~(b) the settlement date.~~
- ~~(2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.~~
- (3) ~~If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply.~~  
~~(a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice,~~  
~~(b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement,~~  
~~(c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.~~
- ~~6.3 in the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.~~
- 6.4 (1) ~~If the title to the property being sold is a cross-lease title or a unit title and there are:~~  
~~(a) in the case of a cross-lease title:~~  
~~(i) alterations to the external dimensions of any leased structure; or~~  
~~(ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant,~~  
~~(b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be). Then the purchaser may requisition the title under clause 6.2 requiring the vendor.~~  
~~(c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title, or~~  
~~(d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.~~
- ~~(2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.~~
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

## 7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
- (a) from any local or government authority or other statutory body; or
- (b) under the Resource Management Act 1991; or
- (c) from any tenant of the property; or
- (d) from any other party; or
- (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- ~~(1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).~~
- ~~(2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.~~
- (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.



- (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
- (5) Where the vendor has done or caused or permitted to be done on the property any works:
- (a) any permit, resource consent, or building consent required by law was obtained; and
  - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
  - (c) where appropriate, a code compliance certificate was issued for those works.
- (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
- (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
  - (b) the building has a current building warrant of fitness; and
  - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
- (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
- (a) from any local or government authority or other statutory body; or
  - (b) under the Resource Management Act 1991; or
  - (c) from any tenant of the property; or
  - (d) from any other party,
- has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
  - (2) the building has a current building warrant of fitness; and
  - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
  - (2) Any outgoing included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
  - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
  - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

## 8.0 Unit title and cross-lease provisions

### Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.
- 8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
  - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.
  - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
  - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
  - (5) The vendor has no knowledge or notice of any fact which might result in:
    - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
    - (b) any proceedings being instituted by or against the body corporate; or
    - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.
  - (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
  - (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.

- (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
- (a) the transfer of the whole or any part of the common property;
  - (b) the addition of any land to the common property;
  - (c) the cancellation of the unit plan;
  - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
  - (e) any change to utility interest or ownership interest for any unit on the unit plan.
- 8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
- (1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
  - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
- (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
  - (2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
  - (3) The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.
- 8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
  - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 8.6 If the property is a unit title, each party specifies that:
- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
  - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.
- 8.7 Unauthorised Structures – Cross-Leases and Unit Titles
- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
    - (a) in the case of a cross-lease title, any required lessors' consent; or
    - (b) in the case of a unit title, any required body corporate consent,the purchaser may demand within the period expiring on the earlier of:
    - (i) the tenth working day after the date of this agreement; or
    - (ii) the settlement date,that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
  - (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.

## 9.0 Conditions and mortgage terms

- 9.1 Finance condition
- (1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
  - (2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.
- 9.2 Mortgage terms
- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 9.3 LIM condition
- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
    - (a) that LIM is to be obtained by the purchaser at the purchaser's cost; and
    - (b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.
  - (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.

- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

#### 9.4 ~~Building report condition~~

- ~~(1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.~~
- ~~(2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.~~
- ~~(3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.~~
- ~~(4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.~~
- ~~(5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.~~

#### 9.5 ~~Toxicology report condition~~

- ~~(1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.~~
- ~~(2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.~~
- ~~(3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.~~
- ~~(4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.~~
- ~~(5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.~~
- ~~(6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.~~

#### 9.6 OIA consent condition

- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.
- (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.

9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.

9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.

#### 9.9 Resource Management Act condition

If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

#### 9.10 Operation of conditions

If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:

- (1) The condition shall be a condition subsequent.
- (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
- (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
- (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
- (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.



- (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

## 10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
    - (a) a breach of any term of this agreement;
    - (b) a misrepresentation;
    - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
    - (d) an equitable set-off, or
  - (2) there is a dispute between the parties regarding any amounts payable:
    - (a) under clause 3.12 or clause 3.13; or
    - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
  - (2) the notice must:
    - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
    - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
    - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
  - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
  - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
  - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
  - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
    - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
    - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
  - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
  - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;

- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
  - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
  - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
  - (2) may make an order that one party must meet all or some the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.

## 11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
  - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
    - (a) sue the purchaser for specific performance; or
    - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
      - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
      - (ii) sue the purchaser for damages.
  - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
  - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
    - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
    - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
    - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
  - (4) Any surplus money arising from a resale shall be retained by the vendor.

- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
  - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

## 12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
  - (2) settlement;
  - (3) the transfer of title to the property;
  - (4) delivery of the chattels (if any); or
  - (5) registration of the transfer of title to the property.

## 13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
  - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
  - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
    - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
    - (b) any default GST;
  - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
  - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3 (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
  - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

## 14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5 (1) If any of the particulars stated by the purchaser in Schedule 1:
- (a) are incomplete; or
  - (b) alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.



- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
  - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
  - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
  - (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

## 15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
  - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
  - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
  - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

## 16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

## 17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

## 18.0 Agency

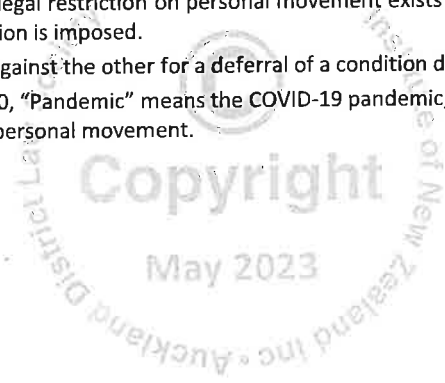
- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

**19.0 Collection of Sales Information**

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

**20.0 COVID-19 / Pandemic Provisions**

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions. \* in Auckland or
- 20.2 Where such a legal restriction on personal movement exists either nationally or\* in the region or district where the property is located:  
(1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:  
(a) the date that is 10 working days after the restriction on personal movement in\*the region or district in which the property is located is removed; or  
(b) the date for satisfaction of the condition as stated elsewhere in this agreement.  
(2) The settlement date will be the later of:  
(a) the date that is 10 working days after all conditions are satisfied or waived; or \* Auckland and in  
(b) the date that is 10 working days after the date on which the restriction on personal movement in\* the region or district in which the property is located is removed; or  
(c) the settlement date as stated elsewhere in this agreement.  
(3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.



## FURTHER TERMS OF SALE

Further Terms of Sale Attached - pages 21 to 65 inclusive





## SCHEDULE 1

### (GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

<b>Section 1 Vendor</b>	
1(a) The vendor’s registration number (if already registered): 090-524-011	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. “the main farmhouse” or “the apartment above the shop”)	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
<b>Section 2 Purchaser</b>	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	
<b>If the answer to either or both of questions 2(a) and 2(b) is “No”, go to question 2(e)</b>	
2(c) The purchaser’s details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. “the main farmhouse” or “the apartment above the shop”)	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party (“nominee”).	
<b>If the answer to question 2(e) is “Yes”, then please continue. Otherwise, there is no need to complete this Schedule any further.</b>	
<b>Section 3 Nominee</b>	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	
<b>If the answer to either or both of questions 3(a) and 3(b) is “No”, there is no need to complete this Schedule any further.</b>	
3(c) The nominee’s details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. “the main farmhouse” or “the apartment above the shop”)	Yes/No

**SCHEDULE 2**

**List all chattels included in the sale**

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

Stove ( )	Rangehood ( )	Wall/under bench oven ( )	Cooktop ( )
Dishwasher ( )	Kitchen waste disposal ( )	Light fittings ( )	Smoke detectors ( )
Burglar alarm ( )	Heated towel rail ( )	Heat pump ( )	Garage door remote control ( )
Garden shed ( )	Blinds	Curtains	Drapes
Fixed floor coverings	Bathroom extractor fan		

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building)

**SCHEDULE 3**

**Residential Tenancies**

Name of Tenant(s):

Rent:

Term:

Bond:



**Commercial/Industrial Tenancies**

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

## WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
  - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
  - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

### PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

#### Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

#### WARNING *(This warning does not form part of this agreement)*

**Before signing**, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):

Signature of Vendor(s):

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

Name:

Director / Trustee / Authorised Signatory / Agent / Attorney\*

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

\*If this agreement is signed under:

- a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

*Signed for [full name of the donor] by his or her Attorney [attorney's signature].*



## **FURTHER TERMS OF SALE (Stage 2)**

**21.0** Attached and forming part of this Agreement are the following:

- (1) Scheme Plan prepared by Reyburn & Bryant dated April 2022 No. S116655 Rev F containing 10 pages ("the Plan")
- (2) These Further Terms of Sale
- (3) Schedule of Land Covenants
- (4) Resource Consent 2220850-RMACOM ("the Consent")

### **22.0 Deposit**

22.1 The Purchaser shall pay a deposit being a sum equivalent to 10% of the purchase price to the trust account of Gaze Burt Limited, time being of the essence, upon the Purchaser satisfying the due diligence condition contained in clause 23.2 herein. Such deposit is to be paid to the Gaze Burt Limited trust account via the Purchaser's lawyers trust account. Any interest earned on the deposit (net of resident withholding tax and reasonable commission charges) will follow the deposit upon this Agreement becoming unconditional or being avoided or cancelled as provided in this Agreement provided however that Gaze Burt Limited is under no obligation to place the deposit on interest bearing deposit.

### **23.0 Conditions**

23.1 This Agreement is also conditional on a separate Record of Title for the Property issuing on or before the 29 November 2024 and if this condition is not fulfilled by that date then either party may thereafter at any time before this condition is fulfilled or waived, cancel this agreement.

23.2 This agreement is also conditional on the Purchaser carrying out and being satisfied by a comprehensive due diligence investigation of the Property, including without limitation, the following:

- (1) All legal and title issues relating to the Property and any encumbrances or memorials registered on the title;
- (2) Resource Management matters relating to the Property;
- (3) Engineering issues relating to the Property;
- (4) Valuation advice;
- (5) The suitability of the Property for the Purchasers intended use.

The date for satisfaction of this due diligence condition is 10 working days from the date of this Agreement. The Purchaser shall not be required to give any reason for this condition not being satisfied. The parties agree that this condition is inserted for the sole benefit of the Purchaser and may, at any time prior to the agreement being cancelled, be waived by the Purchaser giving notice to the Vendor.

**24.0 Settlement**

24.1 The settlement date shall be ten (10) working days after the date on which the Vendor gives to the Purchaser notice that a search copy of the new Record of Title for the Property is obtainable (the Settlement Date).

**25.0 Completion of subdivision works**

25.1 The Vendor will forthwith at its cost in all things:

- (1) Complete all works required to subdivide the Land in a good and competent manner, and in accordance with sound construction and engineering practice;
- (2) Comply in all respects with any terms and conditions imposed by the Far North District Council or any other territorial authority;
- (3) Prepare and submit land transfer plans for each stage of the subdivision in accordance with the Plan to the Far North District Council for its approval.

25.2 Following approval of the Plan by the Far North District Council, the Vendor will lodge the survey plan with Land Information New Zealand, and will promptly arrange for the deposit of the survey plan in the Land Registry Office.

25.3 The Vendor will pay all costs, charges, expenses and disbursements associated with the subdivision and deposit of the survey plan of the Land including, but not limited to:

- (1) All resource consent and application fees;
- (2) Any reserve fund or other financial contributions payable to the Far North District Council;
- (3) The costs of all subdivisional works and the installation of all services required for the development of the Land in accordance with the terms and conditions imposed by the Far North District Council in granting its approval to the subdivision;
- (4) All costs of compliance with any terms and conditions imposed by the Far North District Council in granting its approval to the subdivision;
- (5) All Land Information New Zealand and Land Registry Office costs.

25.4 The Vendor reserves the right to grant or receive the benefit of any easements, building line restrictions or other encumbrances, rights, restrictions or obligations (including the land covenants referred to in clause 31.1 herein) which may be required in order to satisfy any conditions of the resource consent or the requirements of any statute, regulation of the Far North District Council or which are deemed by the Vendor to be necessary or desirable. The Purchaser shall take title to the property subject to or with the benefit of such easements, building line restrictions, encumbrances, land covenants, rights, restrictions or obligations and shall execute all documents (with the inclusion of all terms considered reasonable desirable by the solicitor for the Vendor) and do all such acts and things as may be required to obtain the deposit of the survey plan and the implementation of any such easements, building line restrictions, encumbrances or other rights, restrictions or obligations.

25.5 The Vendor gives no warranty to the Purchaser as to when the survey plan will be deposited, nor as to when the Purchaser will be able to register a transfer of the Property to the Purchaser.

25.6 The parties acknowledge that all measurements and areas are subject to any variation which may be found necessary upon final checking by the Vendor, the Far North District Council or LINZ and the Purchaser is not entitled to make any objection or requisition or claim for compensation in respect of any such variations except in circumstances where the final measured area of the Property differs by more than 10% from that shown on the Plan. In the event that the final measured area of the Property differs by more than 10% from the area of the Property shown on the Plan then there shall be a proportionate adjustment to the purchase price by that percentage of the area variation that is in excess of 10% (a decrease for a diminished area and an increase for an excess).

#### **26.0 No Caveat**

26.1 The Purchaser warrants that it will not lodge a caveat against the Vendor's title to the Land prior to the deposit of the survey plan. The Purchaser acknowledges that this obligation is an essential term of this agreement, breach of which will entitle the Vendor to terminate this agreement if the caveat is not withdrawn within 5 working days after the service by the Vendor of a written notice on the Purchaser requiring the Purchaser to withdraw the caveat.

#### **27.0 Vendor's Work**

27.1 The vendor shall undertake such work as shall be necessary to construct the rights of way and access ways as shown on the Plan and install underground electricity connection to the boundary of the Property. The Vendor and the Vendor's surveyors, agents, consultants, engineers, contractors, subcontractors, employees or any of them shall have the right to enter onto the Property at all times prior to settlement with such plant, machinery, vehicles and equipment and to do such work as shall be necessary or desirable to complete the subdivision; and without limiting the generality of the foregoing, the Vendor shall have the right to:

- (1) Excavate, fill, contour and landscape the property and any other part of the Land;
- (2) Cut and if required remove any material and vegetation from the Property without in any case being liable in damages or to make any compensation to the Purchaser and to plant vegetation and trees on the Property;
- (3) Erect, install or construct electricity reticulation systems by underground cable, pipes or conduits and to install on the property and any part of the Land any transformers, junction boxes or other installation necessary or desirable for the reticulation and supply of electricity;
- (4) Carry out any other act, matter, work or thing that may in the discretion of the Vendor be necessary or desirable to complete the subdivision, all of which shall be carried out in accordance with the requirements of the Far North District Council and the Vendor shall not be liable for any damage or loss in value caused to the Property arising from any such works.

#### **28.0 Lowest Price**

28.1 The purchase price is the lowest price that the Vendor and the Purchaser would have agreed upon for the sale and purchase of the Property under the rules relating to the



accrual treatment of income and expenditure in the Income Tax Act 2007 and on the basis that no income and expenditure arises under those rules.

#### **29.0 Access Prior to Settlement**

29.1 The Purchaser (and the Purchaser's consultants, agents and workmen) may at the Purchaser's risk in all things with the prior written consent of the Vendor (a condition of which may be that a representative of the Vendor be present) enter onto the Property after this agreement becomes unconditional on the part of the Purchaser and prior to the Settlement Date in order to prepare plans for the construction of a dwelling on the Property, provided that in exercising this right the Purchaser will cause as little inconvenience as possible to the Vendor or any of the Vendor's agents, contractors or workmen.

#### **30.0 Telecommunications, Power, Water Supply & Sewer Connections**

30.1 The Vendor will provide at the road boundary (or to the boundary of the accessway/access lot as the case may be) of the Property electricity, town water supply and low pressure sewer connections and such telecommunication services as are available in the district.

30.2 Without imposing any obligations on the Vendor it is acknowledged that such telecommunication services as are available in the district which are not provided by underground cable may be available electronically.

#### **31.0 Covenants**

31.1 The Purchaser, for the Purchaser and the Purchaser's successors in title, acknowledges that:

- (1) The Property will also be subject to the land covenants contained in the attached Schedule of Land Covenants ("the Land Covenants") with the intention that all of the Lots shown as Stage 2 on the Plan will be subject to a building scheme (referred to as the Development);
- (2) The Vendor reserves the right to alter, amend, vary or add to the Land Covenants where, in the absolute discretion of the Vendor, such alteration, amendment, variation or addition does not detract from the overall quality and appearance of the Development.
- (3) The Property may become subject to a bond or bonds ("the Bond") imposed by the Far North District Council requiring (inter alia) continuing discharge of obligations in respect of the Property.

31.2 The Purchaser, for the Purchaser and the Purchaser's successors in title:

- (1) Covenants to adhere at all times to the Land Covenants and the Bonds;
- (2) Acknowledges that the Land Covenants contain sanctions and provisions for liquidated damages in respect of any breach of the Land Covenants;
- (3) Acknowledges that the Land Covenants will in due course be registered against all the Lots shown on the Plan;
- (4) Acknowledges that the Bond is similarly likely to contain sanctions in respect of any breach.

31.3 The Vendor covenants that it will until the settlement date perform and discharge all obligations imposed on the Property or its registered proprietor for the time being by the Bond.

31.4 The Purchaser, for the Purchaser and the Purchaser's successors in title, acknowledges that the Purchaser is aware that the Property may be subject to the Bond and may also be subject to a consent notice regulating, without limitation, (inter alia);

- (1) Building restrictions including geotechnical requirements, stormwater controls, wastewater controls and mitigation measures, water reduction;
- (2) Vehicle entrance crossings;
- (3) Firefighting water supply.

31.5 The Purchaser:

- (1) Accepts the title to the Property subject to the Bond and any consent notice, easement or other instrument registered to give effect to the provisions of the Consent;
- (2) Will do and execute all things, including the documents referred to in paragraph 1 required to give effect to the provisions of this clause;
- (3) Will comply in all respects with the provisions of such Consent, Bond, or other instrument and any other documents required to give effect to the building scheme;
- (4) Will indemnify the Vendor and the successors in title to the Vendor's land or any part thereof against any cost or liability arising out of any failure by the Purchaser to comply with the forgoing provisions of this agreement or the provisions of any instrument registered against the title to the Property pursuant to those forgoing provisions.

### **32.0 Development**

32.1 The Purchaser is advised that the Vendor is continuing to develop the Land around the property being sold in stages. Accordingly, the Purchaser: acknowledges and agrees:

- (1) Not to oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might in any way prevent or hinder the Vendor and/or the relevant territorial authority from progressing or completing the Vendor's subdivision of the Land; and
- (2) That the works required to complete the Vendor's subdivision of the Land will result in noise and dust; and
- (3) To comply with all notices and requirements pursuant to the Health and Safety at Work Act 2015 in respect of the Vendor's subdivision of the Land.
- (4) That if the Purchaser enters into any agreement for the sale of the Property, the Purchaser will ensure that such sale agreement includes this clause.

### **33.0 Conflict**

33.1 Where there is any conflict, ambiguity or other difference between the provisions of the General Terms of Sale and these Further Terms of Sale, the Further Terms of Sale shall prevail.

**34.0 Definition of "Working Day"**

34.1 "Working Day" means any day of the week other than:

- (1) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day, the day observed for Matariki;
- (2) If Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
- (3) A day in the period commencing on the 21<sup>st</sup> day of December in any year and ending on the 21<sup>st</sup> day of January (or in the case of subclause 9.3(2) of the General Terms of Sale the 21<sup>st</sup> day of January) in the following year, both days inclusive; and
- (4) the day observed as the anniversary of any province in which the property is situated.

A working day shall be deemed to commence at 9.00 a.m. and to terminate at 5.00 p.m.



## Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

**Traverse Limited**

**Covenantee**

**Traverse Limited**

**Grant of Covenant**

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

*Continue in additional Annexure Schedule, if*

**Schedule A**  
*required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants		Lots 1 to 22 inclusive and Lots 30 and 33 on Deposited Plan _____ (currently shown on Scheme Plan S16655)	Lots 1 to 22 inclusive and Lots 30 and 33 on Deposited Plan _____ (currently shown on Scheme Plan S16655)

**Covenant rights and powers (including terms, covenants and conditions)**

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule \_\_\_\_\_].

## SCHEDULE OF LAND COVENANTS (Stage 2)

### 1. Background

- 1.1 The Covenantor is the Registered Proprietor of the Burdened Land and the Benefited Land.
- 1.2 The Burdened Land and the Benefited Land are the second stage of a residential development.
- 1.3 The Covenantor has agreed to create the covenants as set out herein in favour of the Covenantee in order to ensure that the character of the residential estate is maintained, preserved and enhanced.

### 2. Definitions and Interpretation:

- 2.1 In this Schedule, except where a contrary intention appears from the context:
  - (a) Accessory Building means a building on a Lot which is not a Main Dwelling but which is permitted under these rules and the applicable rules and regulations of the Council but does not include a Garden Shed.
  - (b) Council means the Far North District Council.
  - (c) Café means a business establishment where you can buy drinks and simple meals to be consumed on the premises and includes any building, structure, chattels or equipment, installed or used in the Café Lots.
  - (d) Café Lots means Lots 5,6 and 7 on the Deposited Plan.
  - (e) Childcare Centre means a childcare facility for childminding, day-care or preschool and includes any building, structure, chattels or equipment to be constructed, installed or used in the Childcare Lots.
  - (f) Childcare Lots means Lots 5, 6 and 7 on the Deposited Plan.
  - (g) Deposited Plan(s) means a plan for the subdivision of the Land or part of the Land.
  - (h) Covenantor means the Covenantor and its successors and assigns.
  - (i) Development means the residential subdivision undertaken by Traverse Limited on the Land as shown by the Deposited Plan(s) and includes but is not limited to dwellings, roads, open spaces and all other associated infrastructure.
  - (j) Developer means Traverse Limited and its successor and assigns.



- (k) Front Yard means:
- (i) For Lots 5 to 22 inclusive on Scheme Plan S16655 Front Yard means that part of those lots situated between the road boundary of Lot 50 on the said Scheme Plan and a line drawn parallel to the boundary of the said Lot 50 from the point of the main dwelling closest to the said Lot 50. If the land has frontage to more than one road then for the purpose of these covenants it shall have a front yard facing each road.
  - (ii) For Lot 4 on Scheme Plan S16655 Front Yard means that part of Lot 4 situated between the road boundary of Lot 50 on the said Scheme Plan and a line drawn parallel to the boundary of the said Lot 50 from the point of the main dwelling closest to the said Lot 50 AND that part of Lot 4 situated between the boundary of Lot 49 on Scheme Plan S16655 and a line drawn parallel to the boundary of the said Lot 49 from the point of the main dwelling closest to the said Lot 49.
  - (iii) For Lots 1, 2, 3 and 33 on Scheme Plan S16655 Front Yard means that part of those lots situated between the boundary of Lot 49 on Scheme Plan S16655 and a line drawn parallel to the boundary of the said Lot 49 from the point of the main dwelling closest to the said Lot 49.
  - (iv) For Lot 30 on Scheme Plan S16655 Front Yard means that part of Lot 30 situated between the boundary of Lot 49 on Scheme Plan S16655 and a line drawn parallel to the boundary of the said Lot 49 from the point of the main dwelling closest to the said Lot 49 AND that part of Lot 30 situated between any road boundary and a line drawn parallel to the boundary of the road from the point of the main dwelling closest to the road boundary. As Lot 30 has frontage to more than one road then for the purpose of these covenants it shall have a front yard facing each road and the said Lot 49.
- (l) Garden Shed means a single storey building on a Lot having a floor area not exceeding 10m<sup>2</sup>.
  - (m) Land means the Burdened Land as set out in Schedule A.
  - (n) Lot means each and all of the lots shown on the Deposited Plan(s).
  - (o) Main Dwelling means the principal dwelling on a Lot.
  - (p) Owner means the registered owner for the time being of a Lot.
  - (q) Traverse Limited, and its successors and assigns is the Developer of the subdivision of which the Land forms part.

2.2 In interpreting this Schedule, unless the context otherwise requires:

- (a) Words importing the singular number include the plural and vice versa and words importing one gender also include the other genders; and
- (b) Any covenant or agreement on the part of two or more persons will bind those persons jointly and severally.

### 3. Covenants

3.1 The Covenantor for the Covenantor and the Covenantor's successors in title with and for the benefit of the Covenantee and the Covenantee's successors in title, so as to bind the land set out in Schedule A ("the Land") in favour of all of the other lots now or hereafter comprising the Land, that the Covenantor shall:

- (a) Not place, erect construct or permit to remain on any part of the Land any Main Dwelling or other building or structure that:
  - (i) Is constructed in whole or in part with second-hand materials with the exception of bricks and native timbers; or
  - (ii) Incorporates fibrolite, hardiflex, hardiplank or any like product or flat plywood (soffits excepted), unless such cladding is coated externally with a plastered or rendered finish. Areas of outdoor cladding can be low profile long run, board and batten and products such as Corten are also acceptable cladding or alternative modern claddings.
  - (iii) Uses any exterior roofing product or material which is not factory pre-finished.
  - (iv) Is greater than 2 stories in height.
- (b) Not place, erect, construct or permit to remain on any part of the Land any Accessory Building other than a Garden Shed unless the Accessory Building is constructed in the same materials as are used for the construction of the Main Dwelling and does not detract from the visual amenity of the Development.
- (c) Not place, erect, construct or permit to remain on any part of the Land any Garden Shed unless the Garden Shed:
  - (i) Has a floor area less than 10m<sup>2</sup>;
  - (ii) Is single storey only;
  - (iii) Is constructed in new permanent materials, appropriately painted, or is a new proprietary brand Garden Shed precoated with a factory colour finish that will not detract from the visual amenity of the Development.

- (d) Not place erect construct or permit to remain any fencing:
- (a) On any part of the Front Yard;
  - (b) On any part of the balance of the Land which exceeds 1.8 metres in height measured from the original ground level of the Land;
  - (c) That is constructed using long run metal, corrugated iron, fibre cement boards or planks or any pressed material.
- (e) Not place, erect, construct or permit to remain on any part of the Land any second hand, relocatable or transportable building, or shipping container or similar structure provided however relocatable or transportable buildings are permitted as long as they are new buildings that comply with these covenants and do not incorporate any re-cycled, used or second hand materials. Builders sheds or such other buildings as are reasonably required during the course of the construction of a Main Dwelling may be placed on the Land but must be removed immediately on completion of construction of the Main Dwelling to which it relates.
- (f) Ensure that all clothes lines, satellite dishes, aerials, antennae, air conditioning units and heat pumps are installed/located so as not to detract from the visual amenity of the Development.
- (g) Not occupy or use any building erected on the Land (whether temporarily or permanently) as a residence unless all buildings on the Land have been substantially completed in accordance with the provisions of this Schedule of Covenants and the Council building consent relating thereto.
- (h) Ensure that once construction of a Main Dwelling has commenced, the exterior of the same is fully closed in and finished within nine (9) months from the date of commencement of construction and that construction is fully completed within twenty-four (24) months from the date of commencement.
- (i) Within the same period of twenty-four months as referred to above complete all driveways, vehicle accessways, parking areas and paving to a proper and tradesmen like standard in concrete seal or a similar product or like product. All concrete that will be visible once construction is completed shall be finished either as exposed aggregate or with 5kg per m<sup>3</sup> of colour oxide (at 5kg kilograms per cubic metre) in the concrete mix.
- (j) Ensure that the Covenantor and the Covenantor's contractors will maintain a tidy construction site during the construction process and (without affecting the generality of this sub-clause) will:



- (i) Have an adequate rubbish skip or receptacle on site at all times from the commencement of construction until construction is complete; and
  - (ii) Ensure that washing of all plant and machinery, including but not limited to concrete trucks, takes place on the lot in question and not on public property, road or access strips, and ensure that all run-off is contained within the lot in question.
- (k) Not bring or permit to be brought or remain upon the Land (except in the course of construction of a permitted structure) any debris, rubbish, garden rubbish, unregistered vehicles, vehicle body parts or any other item which might in any way detract from the appearance or reputation of the Development or the quiet enjoyment of its residents
- (l) Keep the Land in a neat and tidy condition and ensure that grass is kept mown and weeds are kept under control. Any area that lies between the road frontage or road adjoining any Lot and formed carriage ways or access ways or right of ways shall be maintained in grass and regularly mown.
- (m) Ensure that exposed banks or sloping ground on the Land are planted in grass or shrubs so that there are no areas of bare clay.
- (n) Not place erect construct or permit to remain on the Land any retaining walls or structures (other than a Main Dwelling, Accessory Building or Garden Shed) in excess of 1 metre in height.
- (o) Not bring onto, raise, breed or keep any animal, livestock or poultry on the Land other than a domestic dog or cat, which shall be registered with the Relevant Authority as required.
- (p) Not allow the Land to be used as a dog kennel facility, cattery or animal breeding facility.
- (q) Not place, erect, construct or permit to remain on any part of the Land any advertisement, sign or hoarding of a commercial nature other than one sign advertising the Land "For Sale". Any advertisement, sign or hoarding advertising a show home as permitted in covenant 3.1(r) herein will not be deemed to be a breach of this covenant provided that the Covenantor has first obtained the prior written consent of the Developer to such advertisement, sign or hoarding.
- (r) Not use any part of the Land wholly or partly for any trading or commercial purpose and no commercial building will be erected on any part of the Land. However, a home office complying in all respects with the applicable Council rules and bylaws will be permitted. A show home will not be deemed to be a breach of this covenant provided that the Covenantor has first obtained the prior written consent of the Developer to such show home.

- (s) Not cause or suffer to be done or caused any damage to the landscape, roads, jointly owned access lots, shared accessways, right of ways, kerbing, concrete or other structures in the Development arising directly or indirectly from the use of any Lot by the Owner or any agent or invitee of the Owner and the Owner will reinstate, replace or repair any such damage at the Owners sole cost.
- (t) Not locate any utilities, services or wiring above ground level on any part of the Land.
- (u) Ensure that all water tanks are fully buried provided however, if due to supplier specifications, or due to terrain or site position, it is necessary for any part of the tank(s) to remain above ground, then all exposed parts of the tank(s) are to be fully screened from view. All screening to be constructed of permanent materials and those materials further screened from view by planting.
- (v) Not make any changes to what the Developer has constructed in regard to fencing, vehicle crossings, gates, entrance ways, roads, access ways, right of ways, planting and landscaping as located on the Land as at the date of registration of this Covenant Instrument.
- (w) Not object to any operations of the Developer on neighboring Lots during daylight hours on the condition that the Developer will use its best endeavors to keep all inconvenience caused by the movement of earth, machinery plant and equipment to a reasonable level, having regard to the nature of the work being undertaken.

#### **4. Remedies for Breach or Non-Observance**

4.1 If there should be any breach or non-observance by the Covenantor of any of the covenants or restrictions expressed or implied in this Schedule, then without prejudice to any other remedy which the Covenantee or any other person or persons having the benefit of these covenants and restrictions may have against the Covenantor, the Covenantor will upon written demand made by the Developer or it's nominee or by the registered owner of any Lot in the Development:

- (a) Pay to the person making such demand as liquidated damages the sum of Five Hundred Dollars (\$500.00) (which sum will, on the 1<sup>st</sup> of April each year, commencing in the year immediately following deposit of the Deposited Plan, be adjusted to take account of movement in the preceding year in the Consumer Price (All Groups) Index) per day for every day or part of a day that the breach or non observance of the covenants continues from and after the date upon which written demand is made: and
- (b) Remove or cause to be removed from the Lot any building or structure erected, placed or located in breach or non observance of these

covenants and otherwise take all steps necessary to remedy the breach or non-observance of these covenants if it is capable of remedy.

- 4.2 The Developer shall be neither required nor liable to enforce or be answerable to any Covenantor or Covenantee for any breach of any of these covenants by the registered owner of any other Lot.

#### **5.0 Further Development by the Developer**

- 5.1 The Covenantor acknowledges that the Developer will undertake the Development in stages and will not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder the Developer from progressing or completing the further subdivision of the Developer's adjoining land. This covenant extends to and includes (but is not limited to) development, planning, resource consents, earthworks, Consent Authority matters, building consent matters (including without limitation any height to boundary dispensations that have or may in the future be granted by the Far North District Council) and any other consents, earthworks, development and general works.
- 5.2 The Covenantor agrees to the Developer undertaking further development on the adjoining land and to the Developer being permitted to vary any of these covenants for use on future stages of the Development.

#### **6.0 Vestings**

- 6.1 The covenants in this instrument will cease to apply to any land that is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
- 6.2 The Covenantee and the Covenantor together with any Mortgagee, Encumbrancee, Bondholder or Grantee (together referred to as "Registered Interest Holder") of any mortgage, encumbrance, bond, easement or land covenant registered on the Burdened Land and/or the Benefited Land after the date of registration of this instrument will take their interest in the Burdened Land and the Benefited Land subject to the terms of this instrument and, in particular (without limitation) irrevocably consent to any part of the Burdened Land and the Benefited Land being vested or dedicated as any road or reserve in the Far North District Council or any other territorial authority, NZ Transport Agency (or any such replacement entity) or the Crown.
- 6.3 Clause 6.2 will be deemed to be the Registered Interest Holder's irrevocable consent required to allow the roads and/or reserves to be vested or dedicated as road and/or reserves including (without limitation) under section 224(b)(i) of the Resource Management Act 1991 and section 114(2) of the Public Works Act 1981.

**7.0 Exceptions:**

7.1 The following exceptions apply to the covenants in this Schedule of Covenants:

7.2 The Developer is permitted to construct:

- (i) A Childcare Centre on any of the Childcare Lots; and
- (ii) A Café on any of the Cafe Lots.

7.3 The Covenantor is permitted to construct:

- (i) A Childcare Centre on any of the Childcare Lots; and
- (ii) A Café on any of the Café Lots

provided that the Covenantor has first obtained the prior written approval of the Developer (in its absolute discretion) to such business operation and such business operation complies in all respects with the Council's applicable rules, regulations, zoning and bylaws. The Covenantor will provide the Developer with full plans and specifications and hours of business when requesting the Developer's consent.

7.4 Nothing contained in the foregoing Schedule of Land Covenants shall apply to or affect the residential building, sheds, garages, reticulation/infrastructure services and fencing standing on or in Lot 1 on the Deposited Plan at the date of registration of this instrument or to any demolition or repair, alteration, modification or extension thereof unless such demolition or repair, alteration, modification or extension is more than of a minor nature in which case all repairs, alterations, modifications and extensions must comply in all respects with the foregoing Schedule of Land Covenants.

**8.0 Qualifications**

8.1 The provisions contained in this Schedule of Land Covenants shall cease to have effect on and from the 25<sup>th</sup> anniversary of the deposit of the Deposited Plan.





**FAR NORTH DISTRICT COUNCIL**

**FAR NORTH OPERATIVE DISTRICT PLAN  
DECISION ON RESOURCE CONSENT APPLICATION**

**Resource Consent Number: 2220850-RMACOM**

**Pursuant to Sections 104 and 104B of the Resource Management Act 1991 (the Act), the Far North District Council hereby grants resource consent to:**

Traverse Limited

**The activities to which this decision relates are listed below:**

Subdivision to create 47 residential lots, drainage reserve and roads to vest, an allotment to be amalgamated with an adjoining title, and a balance lot. The development includes earthworks and construction of infrastructure over 4 stages.

Consent is sought under the National Environmental Standard for Assessing and Managing Contaminants in Soils to Protect Human Health Regulations 2011 ('NESCS') as a restricted discretionary activity.

Consent is sought to cancel water supply and right-of-way easements under Section 243(e) in Stages 1, 2, and 4 of the subdivision; and,

Consent is sought under Section 241(3) to cancel amalgamation conditions in Stages 3 and 4 of the subdivision.

**Subject Site Details**

Address: 373 and 377 Kerikeri Road, Kerikeri  
Legal Description: Lot 1 DP 25752, Pt Lot 2 DP 86081 and Lot 1 DP 162472

**Pursuant to Sections 108 and 220 of the Act, this subdivision consent is issued subject to the following conditions:**

**Subdivision Consent Stages 1 – 4**

**Stage 1 – Lots 60, 61, and 62**

- 1 That prior to certification under Section 223 of the Act:
  - a) The subdivision survey plan shall be in general accordance with the approved plan of subdivision Sheet 2 of 5 Revision F referenced as Stage 1 S16655 dated April 2022 prepared by Reyburn and Bryant Limited, attached to this consent with the Council's "Approved Stamp" affixed to it.
  - b) The survey plan shall show easements (both private and in gross where required) over the existing sewer lines serving Lot 62 and Lot 1 DP 162472.
  - c) Show the following amalgamation condition on the survey plan:  
'That Lot 61 hereon be transferred to the owner of Lot 1 DP 162472 (RT:NA98A/89) and that one record of title be issued to include both parcels' (LINZ ref TBC)

- d) Provide suitable evidence to show that easement B located over Lot 61 contains a formed and metalled 3.0 wide carriageway with suitable stormwater drainage for its length. Where the easement requires formation, confirmation that works are completed will be required by way of written certification from a chartered professional engineer or a suitably qualified professional (i.e. Surveyor as provided for under Appendix E of the Engineering Standards).

No conditions are required to be met prior to issuing of the Section 224 certificate.

**Cancellation of Non-Conditional easement under Section 243(e)**

Council resolves that, pursuant to Section 243(e) of the Resource Management Act, that the water right over Lot 1 DP 25725 & appurtenant to Pt Lot 2 DP 86081 (formerly Lot 2 DP 25725) & created by t.570871, is cancelled.

**Stage 2 – Lots 1 – 22, 30, and 33 (residential lots), Lot 48 as reserve to vest, Lot 49 as common access lot, Lot 50 as road to vest, and Lot 100 as balance lot**

2 That prior to certification under Section 223 of the Act:

- a) The subdivision survey plan shall be in general accordance with the approved plan of subdivision Sheet 3 of 5 Revision F referenced as Stage 2 S16655 dated April 2022 prepared by Reyburn and Bryant Limited, attached to this consent with the Council's "Approved Stamp" affixed to it.
- b) The survey plan shall show any easements required to protect existing service connections to the existing buildings on proposed Lots 1 and 2. Where those existing connections are to be removed and new connections installed as part of the civil works under this consent, no easements will be required.
- c) Show the following amalgamation condition on the survey plan:  
'That Lot 49 hereon (legal access) be held as to six undivided one-sixth shares by the owners of Lots 1, 2, 3 & 33 hereon (one share each) and Lot 100 hereon (two shares) as tenants in common in the said shares and that individual records of title be issued in accordance therewith.' (LINZ ref 1823275)
- d) Submit to Councils Development Engineer or designate for approval, reports, plans, specifications & details of all works required to construct services and infrastructure prior to commencing construction of civil works. Such works shall be designed by a suitably qualified Chartered Professional Engineer or a suitably qualified professional (i.e. Surveyor as provided for under Appendix E of the Engineering Standards), in accordance with the Council's current Engineering Standards, NZS4404:2004, referencing the Engineering Reports produced by Hawthorn Geddes, Project reference 12546. In particular, the plans and details shall show:
  - i. The road to vest formed and sealed to comply with the Council standard for a Type B Urban Street with a 6.5m carriageway and (legal access) Lot 49. Plans must include (but is not limited to), road

pavement, pedestrian footpaths, cycle ways, street lighting, street furniture, road marking, traffic calming devices, road stormwater drainage and a suitably designed turning head.

- ii. A streetlighting design for the new road to vest, internal accessways, and parking areas in accordance with the Northland Transportation Alliance Streetlight Design Manual.
- iii. The intersection of Lot 50 as road to vest and Kerikeri Road to be formed and upgraded in accordance with Integrated Transport Assessment prepared by Hawthorn Geddes Limited dated 22 August 2022, and more specifically the details identified on the drawing entitled 'Proposed Turning Treatments' Figure No. 3 Rev. R2.
- iv. Lot 49 as private common access lot is to be formed and sealed to comply with the Council standard with a minimum 5m kerbed carriageway for its length, inclusive of a complying crossing onto Lot 50.
- v. Location of services within the carriageway (telecommunication, power)
- vi. Connection details to the public wastewater reticulation network to serve Lots 1-15, Lots 16- 22, Lot 30 and 33. The reticulation shall be by gravity and pump station combination to the public gravity main on Mill Lane via Hall Road inclusive of any upgrades required, as offered by the applicant, in accordance with the requirements of the Far North District Councils Three Waters Asset Manager.

*Note: Refer to Advice Notes 3 and 4 below.*

- vii. Connection details of onsite potable water supply system to serve Lots 1-22, Lot 30 and 33 in accordance with the Three Waters Assessment prepared by Hawthorn Geddes Limited dated 24 August 2022, and more specifically the details identified on the drawing entitled 'Potable Water Concept Plan' Figure No.6 Rev R2. The water supply must provide for water for firefighting in accordance with NZ Fire Service Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008.
- viii. Details of stormwater connections and mitigation in accordance with the Stormwater Management Report by Hawthorn Geddes Ref:12546 Rev 2 Dated 13th April 2022 to serve Lots 1-22, Lot 30 and 33, inclusive of design details addressing landscaping and finished contours for Lot 48 to vest.

*Note: Refer to consent notice condition 3. i. v.*

- e) Submit a Construction Management Plan for approval by the Council. The plan shall contain information on, and site management procedures, for the following:
  - i. The timing of construction, including hours of work, key project and site management personnel (including Construction Engineer), and planned dated and duration of contract.

- ii. The transportation of construction material from and to the site and associated controls on vehicles through sign-posted site entrance/exits and the loading and unloading of materials.
- iii. Control of dust and noise on-site and any necessary avoidance or remedial measures.
- iv. Prevention of earth and other material being deposited on surrounding roads from vehicles and remedial actions should it occur.
- v. Publicity measures and safety measures, including signage, to inform adjacent landowners and occupiers, pedestrians and other users or Road if required.
- vi. Erosion and sediment control measures to be in place for the duration of the works.
- vii. A Traffic Management Plan where required.

All construction on the site is to be undertaken in accordance with the approved construction management plan.

- f) Submit a pre-construction Road Safety Audit to be undertaken in general accordance with the 'Waka Kotahi Road Safety Audit Procedures for Projects – Guidelines' document, that identifies potential safety problems for all road users affected by the proposed development works associated with the intersection onto Kerikeri Road, including the needs of pedestrians, cyclists and elderly/disabled users and to ensure that measures to eliminate or reduce the problems are fully considered. Recommendations from the audit report shall be addressed and incorporated into the design as considered appropriate by the Councils Development Engineer or designate for approval.
- g) Provide for Council approval a preferred road name and two alternatives for the road to vest and Lot 49. The applicant is advised that in accordance with Community Board policy, road names should reflect the history of the area.

3. That prior to issuing of a Section 224 certificate under the Act:

- a) The Consent Holder shall ensure that the approved works specified in condition 2(d) above are constructed in accordance with the Councils Engineering Standards and Guidelines 2004 and the approved plans to the satisfaction of final inspection by the Development Engineer or designate.
- b) Upon completion of the works specified in condition 2(d) above, provide certification by way of PS4 of the work from a chartered professional engineer or a suitably qualified professional (i.e. Surveyor as provided for under Appendix E of the Engineering Standards) that all work has been completed in accordance with the approved plans.

*Note: All vested infrastructure/assets will require PS1 and PS4 from Chartered Professional Engineer. A suitably qualified professional can provide certificates for private assets if approved by Councils Engineer.*

- c) Upon completion of the works specified in condition 2(d) above, provide certification by way of PS3 from the road construction and drainage contractor that the vested road and three waters infrastructure is constructed in accordance with Councils Engineering Standards and Guidelines 2004 and approved plans.



- d) Provide evidence that a maintenance agreement has been entered into with the contractor who is to maintain the work which is to vest in Council for a minimum period of 12 months. The minimum value of the bond, or retention money held in lieu of a bond, shall be 10% of the construction cost.
- e) The Consent Holder shall provide to Council's development engineer or designate for approval, as-built plans for vested road, foot paths, storm water drainage, lighting, signage and marking complying with schedule 1D of NZS 4404:2004 and section 1.5.2.5 of Councils Engineering standards and guidelines and in RAAM format for the newly constructed section of road for inputting into the roading database.
- f) Provide documentation that the service providers of electric power and telecommunications to the sites are satisfied with the arrangements made for the provision of these services to the boundary of all new allotments.
- g) Provide confirmation from Councils maintenance contractor that the purchase and installation of the council approved road name sign/s for the road to vest and Lot 49 as per Condition 2. g) above is accepted and will be installed on the vesting of road to council. (i.e. paid invoice is sufficient).
- h) Provide confirmation from a Licensed Cadastral Surveyor that the vested road and private common access lot and all reticulated assets are entirely within the appropriate easements and boundaries.
- i) Provide evidence by way of a written statement from a suitably qualified and experienced person to confirm that the earth bund and landscape planting as shown on the plan prepared by Simon Cocker Landscape Architecture Limited entitled 'Landscape Mitigation Plan' dated 3<sup>rd</sup> June 2022 has been implemented and completed across the frontages of Lot 1 - 5, inclusive of the 1.5 metre high acoustic fence.
- j) Submit a post-construction Road Safety Audit to be undertaken in general accordance with the 'Waka Kotahi Road Safety Audit Procedures for Projects – Guidelines' document, to the satisfaction of the Councils Development Engineer or designate for approval to address the finding and recommendations of the Audit required under Condition 2 f) above.
- k) Pursuant to Section 221 of the Resource Management Act 1991, a consent notice must be prepared and be registered on the Computer Freehold Register of the specified lots at the consent holder's expense, containing the following conditions which are to be complied with on a continuing basis by the subdividing owner and subsequent owners:
  - i. Lots 1 – 22, 30 and 33 - Prior to construction of a dwelling, the owner shall construct a vehicle crossing in accordance with Far North District Councils engineering standards. Where a crossing is proposed onto a council road, a vehicle crossing permit approval is required from the council.
  - ii. Lots 2 – 5 shall not form nor utilise any vehicle crossing access onto Kerikeri Road.

- iii. Lots 1 – 5 – The earth bund, fence and landscaping implemented under Condition 3. i) above in accordance with the plan prepared by Simon Cocker Landscape Architecture Limited entitled 'Landscape Mitigation Plan' dated 3<sup>rd</sup> June 2022 shall be maintained in perpetuity by the owners of Lots 1 – 5. A copy of the Plan shall be attached to this consent notice.
- iv. Lots 1 – 22, 30 and 33 – Any development shall comply with the restrictions and recommendations identified in the Geotechnical Report for Proposed Subdivision prepared by Hawthorn Geddes Limited dated 28 February 2022.
- v. Lots 1 – 22, 30 and 33 - At the time of lodgement of a building consent for a dwelling on the lots, the owner shall provide a design prepared by a suitably qualified professional for an on-site stormwater soakage pit capable of providing suitable soakage for rainfall events up to and included a 5 year Annual Return Interval. Overflows from the soakage pits are to be discharged via the reticulated stormwater network. Once approved, the soakage pit is to be constructed and maintained in accordance with the approved design.

**Cancellation of Conditional easement under Section 243(e)**

Council resolves that, pursuant to Section 243(e) of the Resource Management Act, the right of way marked 'A' on Stage 1 over Lot 62 Stage 1 is to be cancelled as it relates to Lot 60 Stage 1; and the right of way marked 'B' on Stage 1 over Lot 61 Stage 1 and appurtenant to Lot 60 Stage 1 and created on Stage 1 is cancelled.

**Stage 3 – Lots 23 – 29, 31, 32, and 34-40 (residential lots), Lot 51 as road to vest, and Lot 101 as balance lot**

- 4 That prior to certification under Section 223 of the Act:
- a) The subdivision survey plan shall be in general accordance with the approved plan of subdivision Sheet 4 of 5 Revision F referenced as Stage 3 S16655 dated April 2022 prepared by Reyburn and Bryant Limited, attached to this consent with the Council's "Approved Stamp" affixed to it.
  - b) Show the following amalgamation condition on the survey plan:  
'Redistribution of shares: That Lot 49 Stage 2 (legal access) be held as to two (existing) undivided one-sixth shares by the owners of Lot 101 hereon as tenants in common in the said shares and that individual records of title be issued in accordance therewith.' (LINZ ref 1823275)
  - c) Submit to Councils Development Engineer or designate for approval, reports, plans, specifications & details of all works required to construct services and infrastructure prior to commencing construction of civil works. Such works shall be designed by a suitably qualified Chartered Professional Engineer or a suitably qualified professional (i.e. Surveyor as provided for under Appendix E of the Engineering Standards) in accordance with the Council's current Engineering Standards, NZS4404:2004, referencing the Engineering Reports produced by

Hawthorn Geddes, Project reference 12546. In particular, the plans and details shall show:

- i. The road to vest formed and sealed to comply with the Council standard for a Type A Urban street with a 6.0m carriageway. Plans must include (but is not limited to), road pavement, pedestrian footpaths, cycle ways, street lighting, street furniture, road marking, traffic calming devices, road stormwater drainage and a suitably designed turning head.
  - ii. A streetlighting design for the new road to vest, internal accessways, and parking areas in accordance with the Northland Transportation Alliance Streetlight Design Manual.
  - iii. Location of services within the carriageway (telecommunication, power)
  - iv. Connection details to the public wastewater reticulation network to serve Lots 23-29,31,32,34-40 in accordance with the requirements of the FNDC engineering standards and any recommendations from the Infrastructure & Asset Management department.
  - v. Connection details of onsite potable water supply system to serve Lots 23-29,31,32,34-40 in accordance with the Three Waters Assessment prepared by Hawthorn Geddes Limited dated 24 August 2022, and more specifically the details identified on the drawing entitled 'Potable Water Concept Plan' Figure No. 6 Rev R2. The water supply must provide for water for firefighting in accordance with NZ Fire Service Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008.
  - vi. Details of stormwater connections and mitigation in accordance with the Stormwater Management report by Hawthorn Geddes Ref:12546 Rev 2 Dated 13th April 2022 to serve Lots 23-29,31,32,34-40
- d) Submit a Construction Management Plan to be approved by the Council. The plan shall contain information on, and site management procedures, for the following:
- i. The timing of construction, including hours of work, key project and site management personnel (including Construction Engineer), and planned dated and duration of contract.
  - ii. The transportation of construction material from and to the site and associated controls on vehicles through sign-posted site entrance/exits and the loading and unloading of materials.
  - iii. Control of dust and noise on-site and any necessary avoidance or remedial measures.
  - iv. Prevention of earth and other material being deposited on surrounding roads from vehicles and remedial actions should it occur.
  - v. Publicity measures and safety measures, including signage, to inform adjacent landowners and occupiers, pedestrians and other users or Road if required.
  - vi. Erosion and sediment control measures to be in place for the duration of the works.
  - vii. A Traffic Management Plan where required.



All construction on the site is to be undertaken in accordance with the approved construction management plan.

- e) Provide for Council approval a preferred road name and two alternatives for the road to vest. The applicant is advised that in accordance with Community Board policy, road names should reflect the history of the area.

5. That prior to issuing of a Section 224 certificate under the Act:

- a) The Consent Holder shall ensure that the approved works specified in condition 4(c) above are constructed in accordance with the Councils Engineering Standards and Guidelines 2004 and the approved plans to the satisfaction of final inspection by the Development Engineer or designate.
- b) Upon completion of the works specified in condition 4(c) above, provide certification by way of PS4 of the work from a chartered professional engineer or a suitably qualified professional (i.e. Surveyor as provided for under Appendix E of the Engineering Standards)) that all work has been completed in accordance with the approved plans.

*Note: All vested infrastructure/assets will require PS1 and PS4 from Chartered Professional Engineer. A suitably qualified professional can provide certificates for private assets if approved by Councils Engineer.*

- c) Upon completion of the works specified in condition 4(c) above, provide certification by way of PS3 from the road construction and drainage contractor that the vested road and three waters infrastructure is constructed in accordance with Councils Engineering Standards and Guidelines 2004 and approved plans.
- d) The Consent Holder shall provide to Council's development engineer or designate for approval, as-built plans for vested road, foot paths, storm water drainage, lighting, signage and marking complying with schedule 1D of NZS 4404:2004 and section 1.5.2.5 of Councils Engineering standards and guidelines and in RAAM format for the newly constructed section of road for inputting into the roading database.
- e) Provide evidence that a maintenance agreement has been entered into with the contractor who is to maintain the work which is to vest in Council for a minimum period of 12 months. The minimum value of the bond, or retention money held in lieu of a bond, shall be 10% of the construction cost.
- f) Provide documentation that the service providers of electric power and telecommunications to the sites are satisfied with the arrangements made for the provision of these services to the boundary of all new allotments.
- g) Provide confirmation from Councils maintenance contractor that the purchase and installation of the council approved road name sign for the road to vest as approved under Condition 4.e) above is accepted and will be installed on the vesting of road to council. (i.e. paid invoice is sufficient).
- h) Provide confirmation from a Licensed Cadastral Surveyor that the vested road and private common access lot and all reticulated assets are entirely within the appropriate easements and boundaries.

- i) Pursuant to Section 221 of the Resource Management Act 1991, a consent notice must be prepared and be registered on the Computer Freehold Register of the specified lots at the consent holder's expense, containing the following conditions which are to be complied with on a continuing basis by the subdividing owner and subsequent owners:
  - i. Lots 23-29, 31, 32, 34 – 40, and 101 - Prior to construction of a dwelling, the owner shall construct a vehicle crossing in accordance with Far North District Councils engineering standards. Where a crossing is proposed onto a Council road, a vehicle crossing permit approval is required from the Council.
  - ii. Lots 23 – 29, 31, 32, 34 – 40, and 101 – Any development shall comply with the restrictions and recommendations identified in the Geotechnical Report for Proposed Subdivision prepared by Hawthorn Geddes Limited dated 28 February 2022.
  - iii. Lot 101 – Any future owner of Lot 101 is to be made aware that the location of any building and services is restricted to a 10 metre wide area within the lot. The subdivision consent inclusive of this lot has been granted on the basis that the subdivider accepts that any future development on Lot 101 may be restricted due to the configuration of the lot and that resource consent may be required to site any building and/or services.
  - iv. Lots 23 – 29, 31, 32, 34 – 40, and 101 - At the time of lodgement of a building consent for a dwelling on the lots, the owner shall provide a design prepared by a suitably qualified professional for an on-site stormwater soakage pit capable of providing suitable soakage for rainfall events up to and included a 5 year Annual Return Interval. Overflows from the soakage pits are to be discharged via the reticulated stormwater network. Once approved, the soakage pit is to be constructed and maintained in accordance with the approved design.

**Cancellation of Amalgamation Condition under Section 241(3)**

Council resolves that, pursuant to Section 241(3) of the Resource Management Act, the amalgamation condition in relation to the two undivided one-sixth shares of Lot 49 Stage 2 (legal access) held by the owner of Lot 100 Stage 2 is cancelled.

**Stage 4 – Lots 41 - 47 (residential lots) and Lot 52 and 53 as common access lot**

- 6 That prior to certification under Section 223 of the Act:
  - a) The subdivision survey plan shall be in general accordance with the approved plan of subdivision Sheet 5 of 5 Revision F referenced as Stage 4 S16655 dated April 2022 prepared by Reyburn and Bryant Limited, attached to this consent with the Council's "Approved Stamp" affixed to it.
  - b) Show the following amalgamation conditions on the survey plan:  
'Redistribution of shares: That Lot 49 stage 2 (legal access) be held as to two (existing) undivided one-sixth shares by the owners of Lots 46 & 47 hereon (one share each) as tenants in common in the said shares.'



'That Lot 52 hereon (legal access) be held as to two undivided one-half shares by the owners of Lots 44 & 45 hereon (one share each) as tenants in common in the said shares.'

'That Lot 53 hereon (legal access) be held as to two undivided one-half shares by the owners of Lots 42 & 43 hereon (one share each) as tenants in common in the said shares, and that individual records of title be issued in accordance therewith.' (LINZ ref 1823275)

- c) Submit to Councils Development Engineer or designate for approval, reports, plans, specifications & details of all works required to construct services and infrastructure prior to commencing construction of civil works. Such works shall be designed by a suitably qualified Chartered Professional Engineer or a suitably qualified professional (i.e. Surveyor as provided for under Appendix E of the Engineering Standards) in accordance with the Council's current Engineering Standards, NZS4404:2004, referencing the Engineering Reports produced by Hawthorn Geddes, Project reference 12546. In particular, the plans and details shall show:
- i. Location of services within carriageway (telecommunication, power)
  - ii. Connection details to the public wastewater reticulation network to serve Lots 41-47 in accordance with the requirements of the FNDC engineering standards and any recommendations from the Infrastructure & Asset management department.
  - iii. Connection details of onsite potable water supply system to serve Lots 41-47 in accordance with the Three Waters Assessment prepared by Hawthorn Geddes Limited dated 24 August 2022, and more specifically the details identified on the drawing entitled 'Potable Water concept Plan' Figure No. 6 Rev R2. The water supply must provide for water for firefighting in accordance with NZ Fire Service Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008.
  - iv. Details of stormwater connections and mitigation in accordance with the Stormwater Management report by Hawthorn Geddes Ref:12546 Rev 2 Dated 13th April 2022 to serve Lots 41-47
  - v. Design details of formation of legal access Lots 52 and 53 to a sealed 3 metre carriageway width with a formed crossing onto the road to vest, and design details of the crossing to service Lot 41
  - vi. A streetlighting design for the new road to vest, internal accessways, and parking areas in accordance with the Northland Transportation Alliance Streetlight Design Manual.
- d) Submit a Construction Management Plan to be approved by the Council. The plan shall contain information on, and site management procedures, for the following:

- i. The timing of construction, including hours of work, key project and site management personnel (including Construction Engineer), and planned dated and duration of contract.
- ii. The transportation of construction material from and to the site and associated controls on vehicles through sign-posted site entrance/exits and the loading and unloading of materials.
- iii. Control of dust and noise on-site and any necessary avoidance or remedial measures.
- iv. Prevention of earth and other material being deposited on surrounding roads from vehicles and remedial actions should it occur.
- v. Publicity measures and safety measures, including signage, to inform adjacent landowners and occupiers, pedestrians and other users or Road if required.
- vi. Erosion and sediment control measures to be in place for the duration of the works.
- vii. A Traffic Management Plan where required.

All construction on the site is to be undertaken in accordance with the approved construction management plan.

- e) Provide for Council approval a preferred road name and two alternatives for the road to vest. The applicant is advised that in accordance with Community Board policy, road names should reflect the history of the area.

7. That prior to issuing of a Section 224 certificate under the Act:

- a) The Consent Holder shall ensure that the approved works specified in condition 6(c) above are constructed in accordance with the Councils Engineering Standards and Guidelines 2004 and the approved plans to the satisfaction of final inspection by the Development Engineer or designate.
- b) Upon completion of the works specified in condition 6(c) above, provide certification by way of PS4 of the work from a chartered professional engineer or a suitably qualified professional (i.e. Surveyor as provided for under Appendix E of the Engineering Standards)) that all work has been completed in accordance with the approved plans.

*Note: All vested infrastructure/assets will require PS1 and PS4 from Chartered Professional Engineer. A suitably qualified professional can provide certificates for private assets if approved by Councils Engineer.*

- c) Upon completion of the works specified in condition 6(c) above, provide certification by way of PS3 from the road construction and drainage contractor that the vested road and three waters infrastructure is constructed in accordance with Councils Engineering Standards and Guidelines 2004 and approved plans.
- d) Provide evidence that a maintenance agreement has been entered into with the contractor who is to maintain the work which is to vest in Council for a minimum period of 12 months. The minimum value of the bond, or retention money held in lieu of a bond, shall be 10% of the construction cost.
- e) The Consent Holder shall provide to Council's development engineer or designate for approval, as-built plans for vested road, foot paths, storm water drainage, lighting, signage and marking complying with schedule 1D of NZS 4404:2004 and section 1.5.2.5 of Councils Engineering standards

and guidelines and in RAAM format for the newly constructed section of road for inputting into the roading database.

- f) Provide documentation that the service providers of electric power and telecommunications to the sites are satisfied with the arrangements made for the provision of these services to the boundary of all new allotments.
- g) Provide confirmation from Councils maintenance contractor that the purchase and installation of the council approved road name sign for the road to vest as approved under Condition 6.e) above is accepted and will be installed on the vesting of road to council. (i.e. paid invoice is sufficient).
- h) Provide confirmation from a Licensed Cadastral Surveyor that the vested road and private common access lot and all reticulated assets are entirely within the appropriate easements and boundaries.
- i) Provide evidence by way of a written statement from a suitably qualified and experienced person to confirm that the earth bund and landscape planting as shown on the plan prepared by Simon Cocker Landscape Architecture Limited entitled 'Landscape Mitigation Plan' dated 3rd June 2022 has been implemented and completed across the frontage of Lot 47, inclusive of the 1.5 metre high acoustic fence and closure of the existing vehicle crossing servicing easement A (to be cancelled).
- j) Pursuant to Section 221 of the Resource Management Act 1991, a consent notice must be prepared and be registered on the Computer Freehold Register of the specified lots at the consent holder's expense, containing the following conditions which are to be complied with on a continuing basis by the subdividing owner and subsequent owners:
  - i. Lots 41 - Prior to construction of a dwelling, the owner shall construct a vehicle crossing in accordance with Far North District Councils engineering standards. Where a crossing is proposed onto a council road, a vehicle crossing permit approval is required from the council.
  - ii. Lot 47 shall not form nor utilise any informal vehicle crossing access onto Kerikeri Road.
  - iii. Lot 47 - The earth bund, fence and landscaping implemented under Condition 7g) above in accordance with the plan prepared by Simon Cocker Landscape Architecture Limited entitled 'Landscape Mitigation Plan' dated 3<sup>rd</sup> June 2022 shall be maintained in perpetuity by the owners of Lot 47. A copy of the Plan shall be attached to this consent notice.
  - iv. Lots 41 - 47 - Any development shall comply with the restrictions and recommendations identified in the Geotechnical Report for Proposed Subdivision prepared by Hawthorn Geddes Limited dated 28 February 2022.
  - v. Lots 41 - 47 - The owners and occupiers of the lots are to be made aware that adjacent land is currently and may continue to be used for horticultural activities inclusive of noise and spraying activities.



- vi. Lots 41 – 47 - At the time of lodgement of a building consent for a dwelling on the lots, the owner shall provide a design prepared by a suitably qualified professional for an on-site stormwater soakage pit capable of providing suitable soakage for rainfall events up to and included a 5 year Annual Return Interval. Overflows from the soakage pits are to be discharged via the reticulated stormwater network. Once approved, the soakage pit is to be constructed and maintained in accordance with the approved design.

### **Landuse Consent – Earthworks**

1. Earthworks at the site are to be carried out in accordance with the document "Erosion and Sediment Control Guide for Land Disturbing Activities in the Auckland Region", June 2016, Guideline Document 2016/005, Incorporating Amendment 1, Auckland Council Guideline Document 2016/005 and generally in accordance with the Reyburn and Bryant Earthworks Design drawings, EW16655, Sheets 1 – 3, Revision C dated 2 June 2022.
2. All consented earthworks to be undertaken on the site are to be supervised by a Chartered Professional Engineer to be engaged by the Consent Holder. The Council is to be advised in writing of the appointment of the engineer and notified when work is to commence, and when work is completed.
3. Prior to commencing any earthworks, the consent holder shall provide to Council:
  - Details of a successful contractor.
  - Details of the planned date and duration of the contract.
4. Prior to commencing any earthworks, an Earthworks Management Plan shall be submitted to and approved by the Council. The plan shall contain information on, and site management procedures, for the following:
  - a) The timing of earthworks, including hours of work, key project and site management personnel.
  - b) The transportation of earthworks material from and to the site and associated controls on vehicles through sign-posted site entrance/exits and the loading and unloading of materials.
  - c) Control of dust and noise on-site and any necessary avoidance or remedial measures.
  - d) Prevention of earth and other material being deposited on surrounding roads from vehicles and remedial actions should it occur.
  - e) Publicity measures and safety measures, including signage, to inform adjacent landowners and occupiers, pedestrians and other users or Road if required.
  - f) Erosion and sediment control measures to be in place for the duration of works.
  - g) Any traffic management required associated with heavy construction vehicles and/or staff access to and from the site.

***Note:** The Earthworks Management Plan may be lodged as part of or in conjunction with the Erosion and Sediment Control Plan required under Condition 5 of the consent issued by the Northland Regional Council.*

5. An earthworks completion report shall be provided to Council upon completion of the earthworks. It shall be prepared by a chartered professional engineer in accordance with Schedule 2A of NZ4404:2010.

**Landuse Consent - National Environmental Standard for Assessing and Managing Contaminants in Soils to Protect Human Health Regulations 2011**

1. Prior to commencement of any site works including earthworks (including earthworks) on land identified as requiring remediation, the consent holder shall ensure that all works as specified in Section 8.3 of the Remedial Action Plan and the Site Management Plan as prepared by Hawthorn Geddes Limited forming part of the report entitled 'Combined Site Investigation Report for 373 and 377 Kerikeri Road, Kerikeri' dated 21 December 2021 are undertaken and completed. On completion of the works specified in the Remedial Action Plan, the consent holder shall provide a Site Validation Report to the Council, prepared by a suitably qualified and experienced practitioner, that confirms that the Remedial Action Plan and Site Management Plan have been implemented, and confirms that the level of soil contamination meets the relevant SCS (Residential / 10% produce).

*Note: A copy of the Site Validation Report will be retained by the Council and may form part of any future Land Information Memorandum issued by the Council for any lots created by this development.*

**Advice Notes:**

1. Pursuant to section 125 of the Resource Management Act 1991, this resource consent will lapse 5 years after the date of commencement of consent unless, before the consent lapses;
  - a) The consent is given effect to; or
  - b) An application is made to the Council to extend the period of consent, and the council decides to grant an extension after taking into account the statutory considerations, set out in section 125(1)(b) of the Resource Management Act 1991.
2. This consent has been prepared on the basis that the earthworks approved under the land use consent may proceed before receipt and approval of engineering plans for civil works required under the subdivision consent. The consent holder is solely responsible for ensuring that any and all earthworks undertaken are suitable to accommodate the proposed civil engineering works as approved by the Council.
3. The condition providing for connection of the proposed development to the Council's reticulated sewerage scheme has been offered by the applicant on the basis that the works may require upgrading of existing public reticulation over land not under the control of the Council or the consent holder. Council's Three Waters Asset Manager may assist to secure rights to lay the new rising main along the route of the existing rising main serving the subject property to provide the most direct and beneficial route to the existing Hall Road network. If rights to utilise this route cannot be secured, then the rising main will need to connect to Hall Road via Kerikeri Road with any necessary upgrades to existing rising mains and pumpstations completed. Should this occur, a formal variation



to the conditions of consent regarding connection to sewer via Kerikeri Road may be required.

4. Should the consent holder choose to, they may enter into negotiations with the Council regarding any possible contributions to be made as part of upgrading sewer reticulation to service the surrounding area, noting that the Council is not obliged to agree to any contributions
5. Councils Parks Department have specifically considered the need for additional recreational reserve land in conjunction with this development. Further development of the land subject to this consent may require consideration of suitable land to be vested as a reserve.
6. The consent holder shall abide by the consents issued by the Northland Regional Council for earthworks and stormwater diversion and discharge when designing and undertaking all works under this subdivision and land use consent.
7. Approval of the amalgamation conditions by Land Information New Zealand is pending at the time of issuing of this decision. The approval and associated reference number will be provided on receipt from LINZ.

#### **Reasons for the Decision**

1. The Council has determined (by way of an earlier report and resolution) that the application does not require public or limited notification.
2. For the purposes of Section 104(1)(a), the adverse effects of the subdivision are considered to be less than minor, subject to the various technical reports and recommendations for conditions contained therein, and therefore are considered to be acceptable in the receiving environment. Notably, the proposal provides for a residential scale of subdivision and resulting development on land that is within the Residential Zone. To that extent, residential development of the site is anticipated and provided for by the Operative District Plan and, to the extent it is relevant, the proposed District Plan.
3. The application includes requests for consent under Sections 241(3) and 243€ of the RMA. These matters are administrative only and are largely a result of the staging of the development.
4. In terms of conditions required under Section 108 and 220, the development requires reticulation to provide water, sewer and stormwater services to each lot and the construction of an internal roading network. Specific works are required to be undertaken on the intersection of the road to vest and Kerikeri Road.
5. Connection of the development to the existing sewer network will require conditions reflecting the need to upgrade existing infrastructure through private property outside the control of the consent holder. The applicant has offered, and the Council has accepted, a condition on an *Augier* basis reflecting the

potential risk associated with the upgrade of existing infrastructure on other private land. In addition, a condition has been offered by the applicant and included in the consent to address future development on proposed Lot 101, noting that it has a restricted building area given its narrow width.

6. As recorded in the Notification Assessment report, there are no rules in the Residential Zone that recognise potential for land use conflict issues to arise where the site adjoins a Rural Living Zone currently used for horticultural activities. However, it is a matter that can be addressed by way of 'Matters to be Taken into Account' under 13.7.3.11. A consent notice condition registered against Lots 41 – 47 advising of existing horticultural activities taking place on adjacent land is therefore considered appropriate.
7. With regard specifically to the consent sought under the NESCS, a suitable condition can be imposed that requires adherence to the findings of the technical reports provided, including provision of a Site Validation Report to confirm completion of all remedial works.
8. Section 104(1)(ab) requires consideration of any environmental offset or compensation proposed. This is not relevant to the application.
9. Section 104(1)(c) requires consideration of a hierarchy of planning documents from national to district level. The following assessment addresses the relevant provisions.
10. Section 104(1)(b)(i) requires consideration of any national environmental standard. The application includes specific consent sought under the NESCS as a restricted discretionary activity. The Detailed Site Investigation report provided in Appendix 3 specifically addresses the NESCS provisions and identifies that consent is required as a restricted discretionary activity consent due to identification of a piece of land on the site that exceeds the relevant SCS for arsenic. The report includes a Remedial Action Plan providing for the removal of approximately 7m<sup>3</sup> of contaminated soils to be disposed of via landfill. On completion of the works a Site Validation Report will be required to confirm the success of remediation. Subject to imposition of conditions requiring the Remedial Action Plan and Site Validation Plan to be implemented and completed as part of the earthworks associated with the development, the proposal is assessed as consistent with the NESCS.
11. It is recorded that the National Policy Statement on Highly Productive Land ('NPS-HPL') has been released prior to lodgement of this application and therefore requires consideration. The soils identified on the site are identified as Land Use Capability Class 2s1 which is defined as highly versatile soils under the Regional Policy Statement for Northland ('RPS') and is understood to equate to 'LUC 2' land under the NPS-HPL.
12. As the NPS-HPL directs changes to the regional policy statement to address highly productive land, the following assessment relates solely to the NPS-HPL provisions as they effectively will replace any current RPS objectives and policies. Section 3.5(7) of the NPS-HPL is relevant and states as follows:  
*'Until a regional policy statement containing maps of highly productive land in the region is operative, each relevant territorial authority and consent authority must apply this National Policy Statement as if references to highly productive land were references to land that, at the commencement date:*  
(a) is:

- (i) zoned general rural or rural production; and
  - (ii) LUC 1, 2, or 3 land;
- (b) is not:
  - (i) identified for future urban development; or
  - (ii) subject to a Council initiated, or an adopted, notified plan change to rezone it from general rural or rural production to urban or rural lifestyle.'
- 13. As the subject site is not zoned general rural or rural production, and is currently zoned residential, the application does not require consideration against the NPS-HPL.
- 14. There are no other regulations of national policy statements that are directly relevant to the proposal.
- 15. Having reviewed the Regional Policy Statement and Proposed Regional Plan for Northland, there are no provisions identified that require specific consideration as they relate to the application. This is largely on the basis that the proposal involves residential development on residential zoned land, and the granting of consent by the Northland Regional Council to earthworks and stormwater discharges directly address the relevant Policy Statement and Plan provisions.
- 16. Section 104(1)(b)(vi) requires regard to be had to the contents of any plan or proposed plan. At the time of preparing this decision, both the Operative and proposed Far North District Plan are relevant and require consideration.
- 17. Section 6 of the application provides an assessment of the objectives and policies contained in the Residential Zone, Soils and Minerals, Subdivision, and Transportation. That assessment concludes that *'The assessment provided above confirms that the proposed subdivision is consistent with the policy direction of the FNDP.'*
- 18. Based on the information provided with the application, inclusive of conditions offered and recommended by Council and the existing granted consent from Northland Regional Council, the conclusion is accepted and adopted for the purpose of this report.
- 19. The proposed Far North District Plan was released on the 27<sup>th</sup> July 2022 and is relevant to the proposal. The extent of rules that have immediate legal effect was assessed under the Notification report and the proposal is deemed a permitted activity. The weighting to be given to the objectives and policies of the proposed Plan at this time is considered to be minimal given the proposed Plan has yet to progress beyond the submission period as required under the First Schedule of the RMA.
- 20. Section 104(1)(c) requires consideration of Other Matters. There are no other matters that require consideration as part of the application.
- 21. As per current case law, an assessment of relevant matters under Section 104 is subject to Part 2. A council must have regard to the provisions of Part 2 when it is appropriate to do so. In this case, the application and the matters requiring assessment are not considered to require a detailed assessment of Part 2 matters.



22. Taking into account the permitted baseline applicable to the development on the site and the general consistency of the application with the District Plan provisions, it is considered that the activity is consistent with the sustainable management purpose of the RMA. Consent can therefore be granted subject to one condition, being a general accordance condition.
23. For completeness, it is recorded that suitable resolutions addressing the requests to cancel easements and amalgamation conditions can form part of the staged subdivision consent.

**Approval**

This resource consent has been prepared by A Hartstone, Consultant Planner, and is granted under delegated authority (pursuant to Section 34A of the Resource Management Act 1991) from the Far North District Council by:



**Pat Killalea, Principal Planner**

**Date: 16<sup>th</sup> November 2022**

**Right of Objection**

If you are dissatisfied with the decision or any part of it, you have the right (pursuant to section 357A of the Resource Management Act 1991) to object to the decision. The objection must be in writing, stating reasons for the objection and must be received by Council within 15 working days of the receipt of this decision.



**CAUTION:**

1. THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
2. DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR & SALE TO FINALISE THE PLAN.
4. PURCHASE AGREEMENTS ARE REFERRED TO THIS PLAN.
5. SERVICES MUST BE OBTAINED USING THIS PLAN.
6. DO NOT SCALE THIS DRAWING.
7. THIS PLAN IS THE PROPERTY OF REYBURN & BRYANT (1999) LIMITED.
8. THIS PLAN IS THE PROPERTY OF REYBURN & BRYANT - WHANGAREI - NEW ZEALAND INCORPORATED IN NEW ZEALAND.
9. ALL INFORMATION AVAILABLE ON THIS PLAN IS THE PROPERTY OF THE INC.
10. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF REYBURN & BRYANT (1999) LIMITED.
11. COORDINATES IN TERMS OF NZGD 2000.

**PROPOSED AMALGAMATION CONDITION**

PURSUANT TO SECTION 220 (1)(b)(i) OF THE RMA 1991 THAT LOT 61 HEREIN BE TRANSFERRED TO THE OWNER OF LOT 1 DP 82472 (RTINAGBA 89) AND THAT ONE RECORD OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS



**APPROVED PLAN**  
 Planner: pkilalea  
 RC: 2220850  
 Date: 16/11/2022

SUBD AREA: 9.9688 Ha  
 AMALG AREA: 0.6000 Ha  
 TOTAL AREA: 10.5688 Ha  
 COMPRISED IN: RT NAG92/359,  
 NAG90/89A & NAG8A/89 (ao)  
 THIS SITE IS ZONED RESIDENTIAL - AND THE BUILDING SETBACKS ARE KEKERERI ROAD BOUNDARIES. LOTS FROM ALL OTHER BOUNDARIES WITH ONE ALLOWED AT 0m FOR A DISTANCE OF 0m ALONG THE BOUNDARY.

STAGING ADJUSTMENTS - SEE CC	STAGING ADJUSTMENTS - SEE CC
F. STAGING ADJUSTMENTS - SEE CC	F. STAGING ADJUSTMENTS - SEE CC
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H. STAGING ADJUSTMENTS - SEE CC	H. STAGING ADJUSTMENTS - SEE CC
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Z. STAGING ADJUSTMENTS - SEE CC	Z. STAGING ADJUSTMENTS - SEE CC

RD Box 119, Whangarei 0140  
 www.reyburnandbryant.co.nz

CLIENT  
 TRAVERSE DEVELOPMENT LTD  
 373 & 377 KERIKERI ROAD, KERIKERI

TITLE  
 PROPOSED SUBDIVISION  
 OF LOT 1 DP 25752 &  
 PT LOT 2 DP 86081

DATE	APRIL 2022	SCALE	1:1000 @A3
NO.	S16655	SHEET	1/5
		REV.	F



**OVERALL**

LOCAL AUTHORITY: FAR NORTH DISTRICT COUNCIL



**CAUTION:**

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- DO NOT SCALE OFF DRAWINGS.
- THIS PLAN IS COPYRIGHT TO REYBURN & BRYANT (1999) LIMITED.
- DESIGNED BY REYBURN & BRYANT (1999) LIMITED.
- DATA SOURCES: REYBURN & BRYANT (1999) LIMITED.
- BOUNDARIES ARE SHOWN AS DOTTED LINES.
- BOUNDARIES SOURCED FROM QUICKMAP. COORDINATES IN TERMS OF MOUNT EDMUND.

**PROPOSED AMALGAMATION CONDITION**  
PURSUANT TO SECTION 220 (1)(d)(i) OF THE RMA 1991

THAT LOT 61 HEREOF BE TRANSFERRED TO THE OWNER OF LOT 1 DP 82472 (RT NABBA/89) AND THAT ONE RECORDED TITLE BE ISSUED TO INCLUDE BOTH PARCELS.

**NON-CONDITIONAL EASEMENT**  
THE WATER RIGHT OVER LOT 1 DP 25725 & APPURTENANT TO PT LOT 2 DP 86081 (FORMERLY LOT 2 DP 25725) & IS TO BE REVOKED

--- EXISTING EASEMENT TO BE CANCELED

PROPOSED EASEMENT SCHEDULE		SERVITUS	DOMESTIC
PURPOSE	SHOWN	(BURDENED)	(BENEFITTED)
RIGHT OF WAY	(A)	LOT 62 HEREOF & LOT 1 HEREOF	LOTS 60, 61 HEREOF & LOT 1 HEREOF DP 82472
	(B)	LOT 61 HEREOF	LOT 60 HEREOF

SUBD AREA: 9.9688 Ha  
AMALG AREA: 0.6000 Ha  
TOTAL AREA: 10.5688 Ha  
COMPRISED IN: RT NAB92/358, NAB30/894 & NAB8A/89 (ao)

THIS SITE IS ZONED "RESIDENTIAL" AND THE BUILDING SETBACKS ARE 12M FROM KERKERI ROAD BOUNDARIES, 12M FROM ALL OTHER BOUNDARIES WITH ONE ALLOWED AT 8M FOR A DISTANCE OF 50M ALONG THE BOUNDARY.

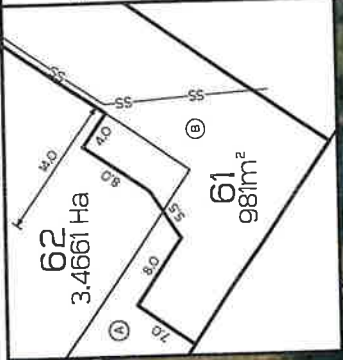
REV.	DATE	DESCRIPTION
F	20/04/22	STAGING AND MOVEMENTS - SEE PLAN
E	03/01/21	LOT 61 LOT 1 BOUNDARY - SEE PLAN
A	01/01/21	INITIAL SCALE - 1:50,000

**reyburn & bryant**  
 111, 09 431 3363  
 7 Seelwyn Ave, Whangarei  
 PO Box 191, Whangarei 0101  
 www.reyburnandbryant.co.nz

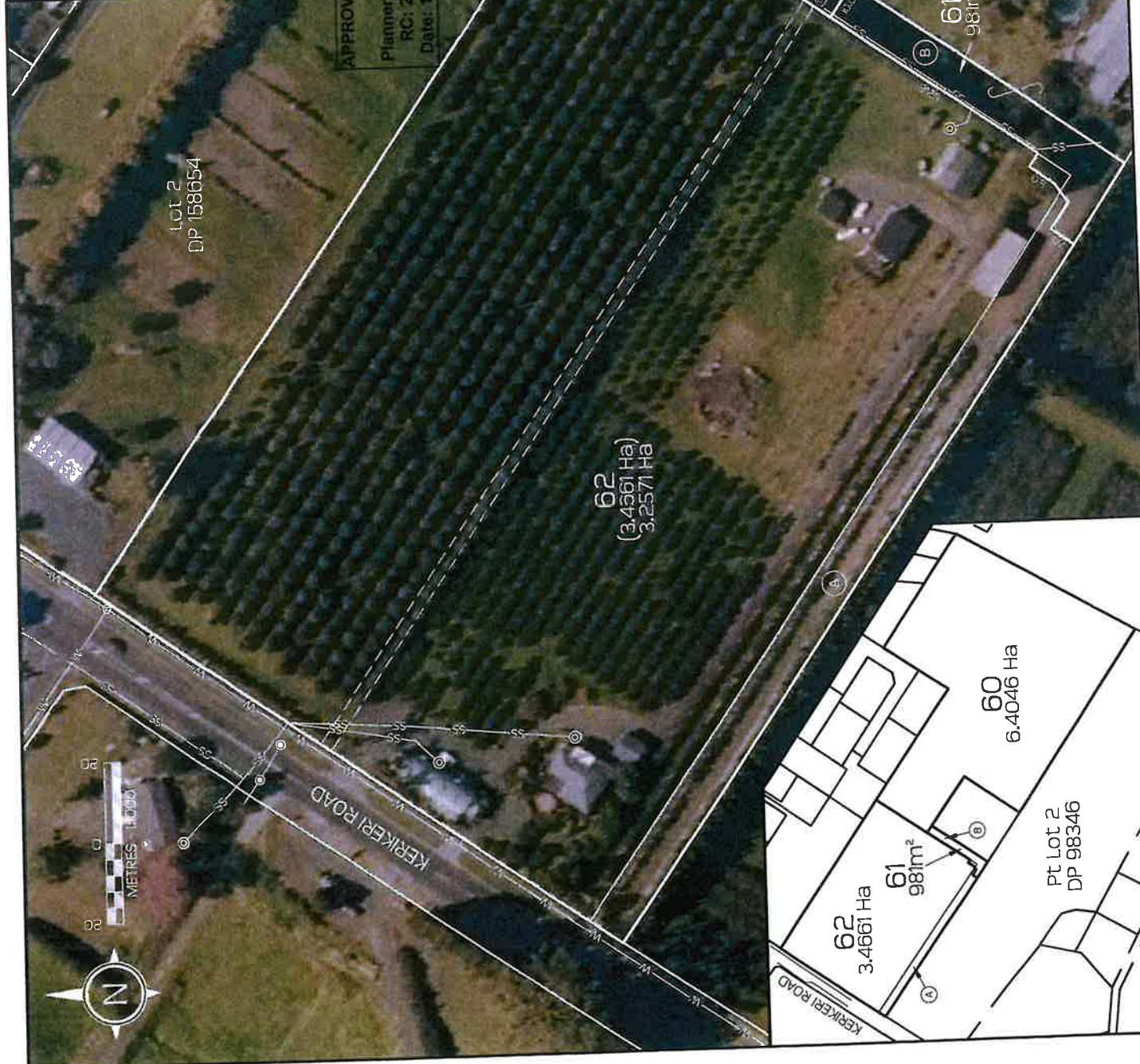
CLIENT  
**TRAVERSE DEVELOPMENT LTD**  
 373 & 377 KERKERI ROAD, KERKERI

TITLE  
**PROPOSED SUBDIVISION**  
**OF LOT 1 DP 25752 & PT LOT 2 DP 86081**

DATE	APRIL 2022	SCALE	1:1000 @A3
NO.	S16655	SHEET	2/5
		REV.	F



**APPROVED PLAN**  
 Planner: pkhillalea  
 RC: 2220850  
 Date: 16/11/2022



**STAGE 1**

LOCAL AUTHORITY: FAR NORTH DISTRICT COUNCIL



**CAUTION:**

1. DRAWINGS SHOULD NOT BE AMENDED MANUALLY.
2. AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY.
3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR FOR SALE & PURCHASE AGREEMENTS ARE TO BE MADE IN ACCORDANCE WITH THIS PLAN.
4. SERVICES SHOWN ARE TO BE PROVIDED BY THE LOCAL COUNCIL.
5. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.
6. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.
7. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.
8. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.
9. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.
10. THESE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.

**PROPOSED CANCELLATION OF CONDITIONAL EASEMENTS PRELIMINARY TO SECTION 243(a) OF THE RMA 1991, THE CONDITIONS AS TO THE CREATION OF:**

- THE RIGHT OF WAY MARKED 'A' ON STAGE 1; OVER LOT 62 STAGE 1; IS TO BE CANCELLED AS IT RELATES TO LOT 60 STAGE 1 &
- THE RIGHT OF WAY, MARKED 'B' ON STAGE 1, OVER LOT 61 STAGE 1 & APPLICANT TO LOT 60 STAGE 1 & CREATED ON STAGE 1; IS TO BE REVOKED

REASON: LOT 60 STAGE 1 WILL NOW GAIN ACCESS FROM ROAD TO VEST (LOT 50).

**PROPOSED AMALGAMATION CONDITION PRELIMINARY TO SECTION 220 (1)(b)(iv) OF THE RMA 1991**

THAT LOT 49 HERECIN (LEGAL ACCESS) BE HELD AS TO SIX UNDIVIDED ONE-SIXTH SHARES BY THE OWNERS OF LOTS 1, 2, 3 & 33 HERECIN (ONE SHARE EACH) AND LOT 100 HERECIN (TWO SHARES) AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH.

**APPROVED PLAN**  
 Planner: pkllalaea  
 RC: 2220850  
 Date: 16/11/2022

TOTAL AREA: 3.4661 Ha  
 COMPRISED IN: RT NA692/358,  
 NA93D/894

THIS SITE IS ZONED 'RESIDENTIAL' AND THE BUILDING SETBACKS ARE THOSE SET FROM KERIKERI ROAD BOUNDARIES. SETBACKS FROM ALL OTHER BOUNDARIES WITH ONE ALLOWED AT 0M FOR A DISTANCE OF 0M ALONG THE BOUNDARY.

F	FOUR	STAGING	AS	CON	AD	RES	CE
E	EXIST	LOT 1 AT A LOT 100 HERECIN	ADJUSTMENT	RES	CE		
A	ADJ	ADJ	ADJ	ADJ	ADJ	ADJ	ADJ
REV	DATE						

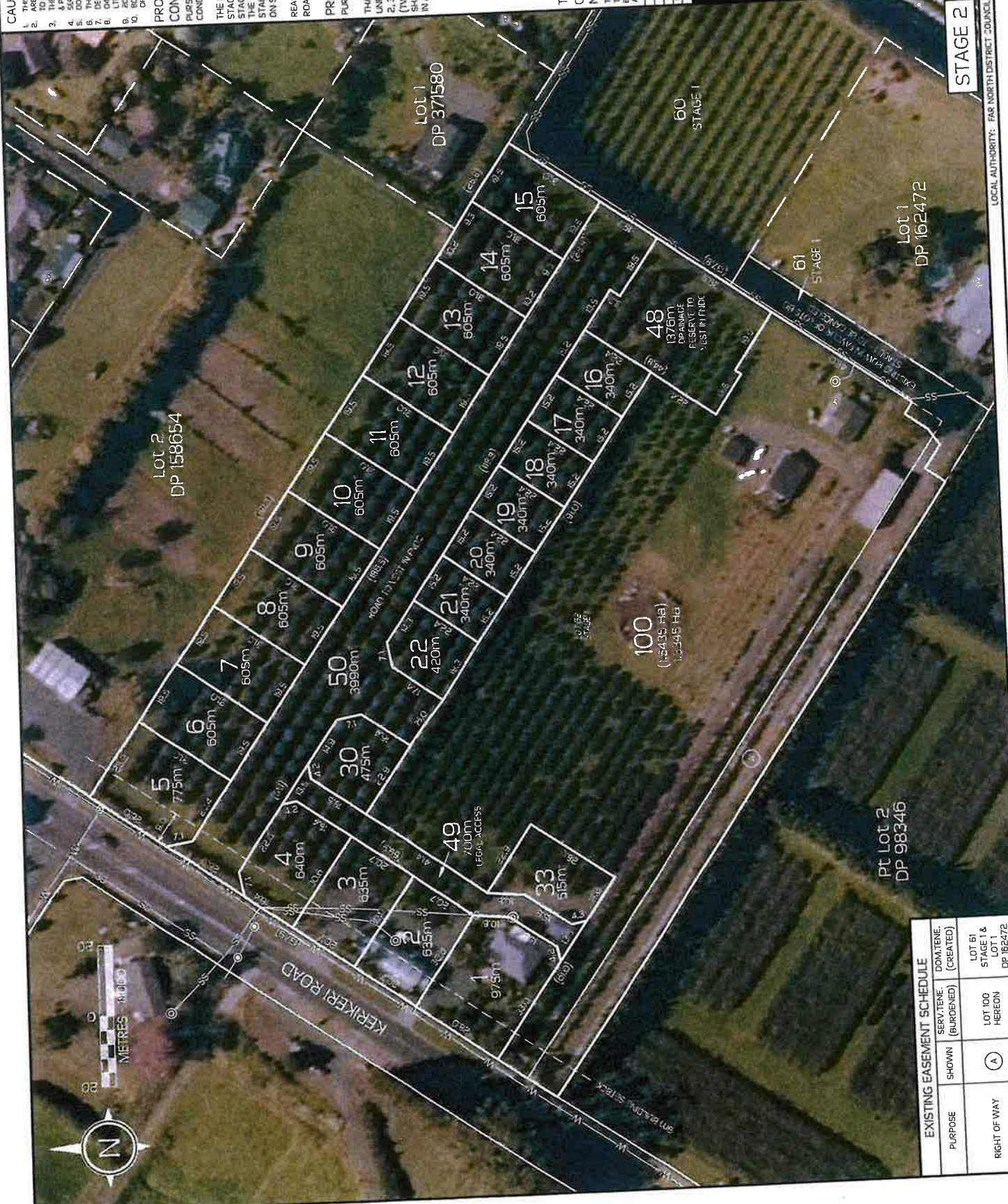


Ph: 09 438 3363  
 7 Solway Ave, Whangarei  
 PO Box 151, Whangarei 01140  
 www.rexburnandbryant.co.nz

CLIENT  
 TRAVERSE DEVELOPMENT LTD  
 373 & 377 KERIKERI ROAD, KERIKERI

TITLE  
 PROPOSED SUBDIVISION OF  
 LOT 1 DP 25752 & PT LOT 2  
 DP 86081

DATE	APRIL 2022	SCALE	1:1000 @A3
NO.	S16655	SHEET	3/5
REV.			F



EXISTING EASEMENT SCHEDULE		
PURPOSE	SHOWN	SERVITENE (BURDENED)
RIGHT OF WAY	(A)	LOT 100 HERECIN
		LOT 61 STAGE 1 & LOT 1 DP 162472

Date: 16/11/2022 20:04/2022 File Path: P:\16600 - 16989\16655 - Traverse Ltd\Kerikeri Road\Drawings\Screening\16655 - Traverse - F040

LOCAL AUTHORITY: FAR NORTH DISTRICT COUNCIL

STAGE 2



**CAUTION:**

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3. THE VENDOR & PURCHASERS MUST CONTACT THE SURVEYORS FOR SALE TO VERIFY THE ACCURACY OF THE DIMENSIONS AND TO ENSURE THE PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN.
4. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
5. DO NOT SCALE OFF DIMENSIONS.
6. THIS PLAN IS FOR THE PURPOSES OF THE RESERVE BANK OF NEW ZEALAND (RBNZ) AND IS NOT A VALID DOCUMENT FOR THE PURPOSES OF THE RBNZ.
7. THIS PLAN IS FOR THE PURPOSES OF THE RESERVE BANK OF NEW ZEALAND (RBNZ) AND IS NOT A VALID DOCUMENT FOR THE PURPOSES OF THE RBNZ.
8. ALL INFORMATION AVAILABLE ON LIDAR DATA SERVICES THE ABC.
9. 2020 LIDAR CONTOUR INFORMATION AVAILABLE ON LIDAR DATA SERVICES THE ABC.
10. THIS PLAN IS FOR THE PURPOSES OF THE RESERVE BANK OF NEW ZEALAND (RBNZ) AND IS NOT A VALID DOCUMENT FOR THE PURPOSES OF THE RBNZ.

EXISTING EASEMENT SCHEDULE			
PURPOSE	SHOWN	SERVITUTE (BURDENED)	DOMINANT TENE (CREATED)
RIGHT OF WAY	(A)	LOT 01 HEREON	LOT 01 HEREON DP 162472

**PROPOSED CANCELLATION OF AMALGAMATION CONDITION PURSUANT TO SECTION 240 (4) OF THE RMA 1991**

THE FAR NORTH DISTRICT COUNCIL RESOLVES TO CANCEL THE AMALGAMATION CONDITION IN RELATION TO THE TWO UNDIVIDED ONE-SIXTH SHARES OF LOT 49 STAGE 2 (LEGAL ACCESS) HELD BY THE OWNER OF LOT 000 STAGE 2.

**REASON: THESE SHARES ARE TO BE REDISTRIBUTED AT THIS STAGE**

**PROPOSED AMALGAMATION CONDITION PURSUANT TO SECTION 220 (1)(b)(iv) OF THE RMA 1991**

REDISTRIBUTION OF SHARES: THAT LOT 49 STAGE 2 (LEGAL ACCESS) BE HELD AS TWO (EXISTING) UNDIVIDED ONE-SIXTH SHARES BY THE OWNERS OF LOT 101 STAGE 2 (LEGAL ACCESS) AND TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH.

**TOTAL AREA: 1,5435 Ha**  
**COMPRISED IN: RT NA692/358,**  
**NA93D/894**

THIS SITE IS ZONED 'RESIDENTIAL' AND THE BUILDING SETBACKS ARE THE SAME AS THE SURROUNDING PROPERTIES. 12m FROM ALL OTHER PROPERTIES WITH ONE ALLOWED AT 0m FOR A DISTANCE OF 50m ALONG THE BOUNDARY.

REV	DATE	DESCRIPTION
1	04/04/22	STAGING AMENDMENTS - 05/22
2	04/04/22	LOT 01 ALLOT 01 BOUNDARY ADJUSTMENT - 05/22
3	04/04/22	REVISED ISSUE - 05/22

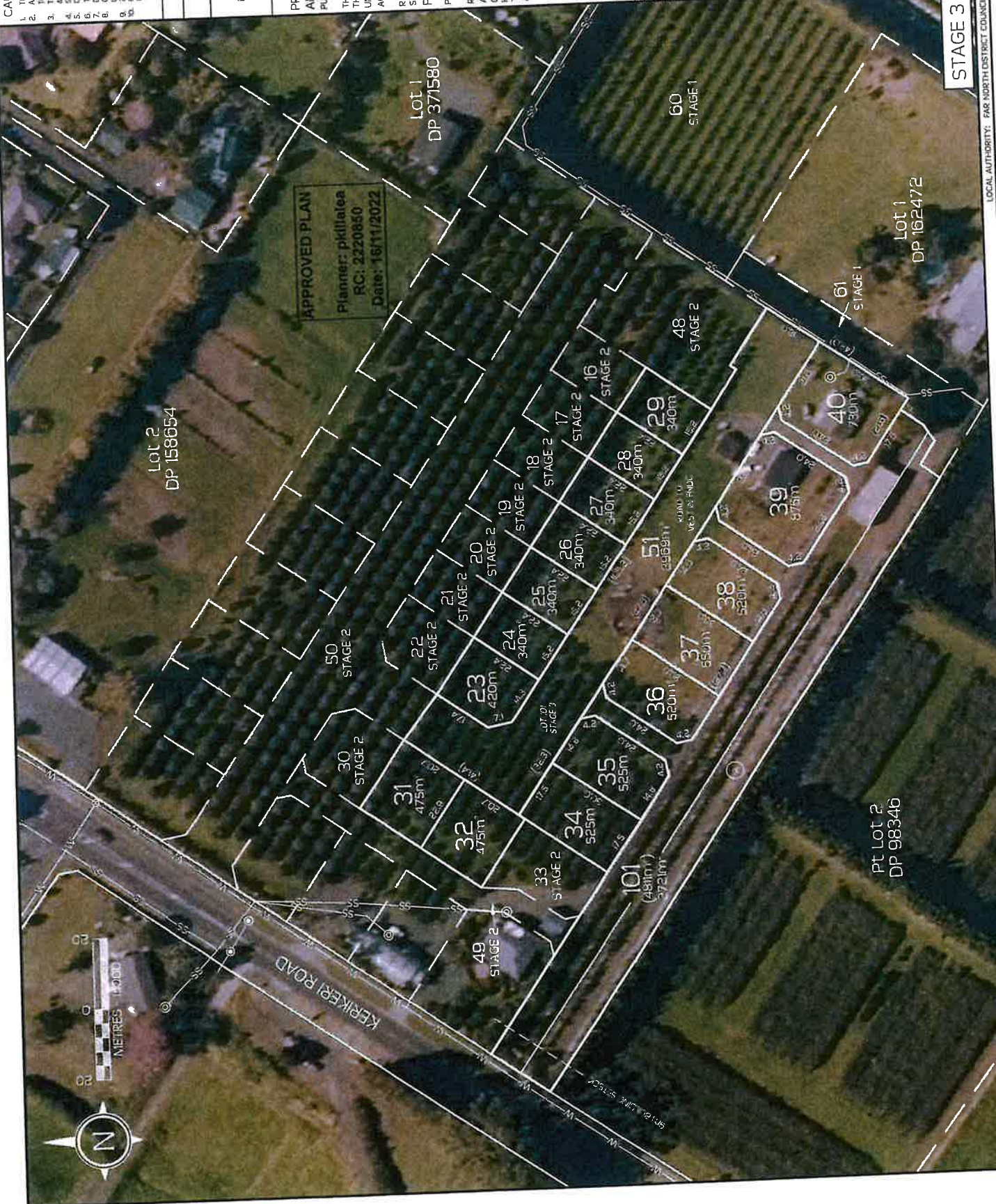
**revbryant & bryant**

PO Box 191, Whangarei 01040  
 7 Seavoy Ave., Whangarei  
 www.revandbryant.co.nz

CLIENT  
**TRAVERSE DEVELOPMENT LTD**  
 373 & 377 KERIKERI ROAD, KERIKERI

TITLE  
**PROPOSED SUBDIVISION**  
 OF LOT 1 DP 25752 &  
 PT LOT 2 DP 86081

DATE: APRIL 2022  
 SCALE: 1:1000 @A3  
 NO: **S16655**  
 SHEET: 4/5  
 REV: **F**



LOCAL AUTHORITY: FAR NORTH DISTRICT COUNCIL

Date Printed: 20/04/2022 File Path: P:\WOOD - 16990\16655 - Traverse Ltd (Kerikeri 2020)\Drawings\Science Plans\S16655 - Traverse - F04g



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3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR'S SALE & PURCHASE AGREEMENTS TO BE USED IN CONNECTION WITH THIS PLAN.
4. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE SURVEYOR'S SALE & PURCHASE AGREEMENTS.
5. THIS PLAN'S COPYRIGHT TO REVELYN & BRYANT (REB) LIMITED, DESIGNED BY REVELYN & BRYANT - WHANGAREI (REB) LIMITED, DATED 2004-2008, REMAINS THE PROPERTY OF REVELYN & BRYANT (REB) LIMITED. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY REVELYN & BRYANT (REB) LIMITED.
6. THIS PLAN'S COPYRIGHT TO REVELYN & BRYANT (REB) LIMITED, DATED 2004-2008, REMAINS THE PROPERTY OF REVELYN & BRYANT (REB) LIMITED. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY REVELYN & BRYANT (REB) LIMITED.
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**PROPOSED CANCELLATION OF CONDITIONAL EASEMENTS PURSUANT TO SECTION 243 (6) OF THE RMA 1991, THE CONDITIONS AS TO THE CREATION OF:**

THE RIGHT OF WAY MARKED 'A' ON STAGE 3, OVER LOT 101 STAGE 3, APPURTENANT TO LOT 61 STAGE 1 & LOT 1 DP 182472 & CREATED ON STAGE 1, IS TO BE REVOKED

REASON: LOT 61 STAGE 1 & LOT 1 DP 182472 IS SERVED FROM ROAD & WILL NOW GAIN ACCESS FROM ROAD TO WEST (LOT 5)

**PROPOSED CANCELLATION OF AMALGAMATION CONDITION PURSUANT TO SECTION 240 (4) OF THE RMA 1991**

THE FAR NORTH DISTRICT COUNCIL RESOLVES TO CANCEL THE AMALGAMATION CONDITION IN RELATION TO THE TWO UNDIVIDED ONE-SIXTH SHARES OF LOT 49 STAGE 2 (LEGAL ACCESS) HELD BY THE OWNER OF LOT 101 STAGE 3.

REASON: THESE SHARES ARE TO BE REDISTRIBUTED AT THIS STAGE

**PROPOSED AMALGAMATION CONDITION PURSUANT TO SECTION 280 (1)(b)(iv) OF THE RMA 1991**

REDISTRIBUTION OF SHARES: THAT LOT 49 STAGE 2 (LEGAL ACCESS) BE HELD AS TO TWO (EXISTING) UNDIVIDED ONE-SIXTH SHARES BY THE OWNERS OF LOTS 46 & 47 HEREOF (ONE SHARE EACH) AS TENANTS IN COMMON IN THE SAID SHARES,

AND THAT LOT 53 HEREOF (LEGAL ACCESS) BE HELD AS TO TWO UNDIVIDED ONE-HALF SHARES BY THE OWNERS OF LOTS 44 & 45 HEREOF (ONE SHARE EACH) AS TENANTS IN COMMON IN THE SAID SHARES,

AND THAT LOT 53 HEREOF (LEGAL ACCESS) BE HELD AS TO TWO UNDIVIDED ONE-HALF SHARES BY THE OWNERS OF LOTS 42 & 43 HEREOF (ONE SHARE EACH) AS TENANTS IN COMMON IN THE SAID SHARES, RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH.

**revelyn & bryant**

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 P.O. Box 19, Whangarei  
 7 Selwyn Ave., Whangarei  
 www.revelynandbryant.co.nz

CLIENT  
 TRAVERSE DEVELOPMENT LTD  
 373 & 377 KERIKERI ROAD, KERIKERI

TITLE  
 PROPOSED SUBDIVISION  
 OF LOT 1 DP 25752 &  
 PT LOT 2 DP 86081

DATE	APRIL 2022	SCALE	1:1000 @A3
NO.	S16655	SHEET	5/5
REV.			F



STAGE 4

LOCAL AUTHORITY: FAR NORTH DISTRICT COUNCIL

Date Modified: 20/04/2022 File Path: \\fs16000 - 85999\0655 - Traverse Lot (Kerikeri Road)\Drawings\Scheme Plans\S16655 - Traverse - final







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3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN.
4. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
5. DO NOT SCALE OFF DRAWINGS.
6. THE PLAN IS CONSIDERED TO BE VALID FOR 12 MONTHS FROM THE DATE OF ISSUE.
7. THIS PLAN IS A SERVICE PLAN FOR THE "MANGARUA NEW ZEALAND CATH 2014-2015 RURAL AERIAL SOURCED FROM AERIAL SURVEYS LTD INFORMATION AVAILABLE ON LINZ DATA SERVICE."
8. 2020 1:10000 LIDAR CONTOUR INFORMATION COURTESY OF THE MRC.
9. BOUNDARIES SOURCED FROM GUCKWARD COORDINATES IN TERMS OF MOUNT EBERN 2000.

**PROPOSED AMALGAMATION CONDITION**  
PURSUANT TO SECTION 220 (1)(b)(i) OF THE RMA 1991

THAT LOT 61 HERON BE TRANSFERRED TO THE OWNER OF LOT 1 DP 162472 (RT:NA98A/89) AND THAT ONE RECORD OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS

**NON-CONDITIONAL EASEMENT**  
THE WATER RIGHT OVER LOT 1 DP 25725 & APPURTENANT TO PT LOT 2 DP 86081 (FORMERLY LOT 2 DP 25725) & IS TO BE REVOKED

--- EXISTING EASEMENT TO BE CANCELED

**PROPOSED EASEMENT SCHEDULE**

PURPOSE	SHOWN	SERVITENE (BURDENED)	DOM/TENE (BENEFITTED)
RIGHT OF WAY	(A)	LOT 62 HERON & LOT 1 HERON DP 162472	LOTS 60, 61 HERON & LOT 1 HERON DP 162472
	(B)	LOT 61 HERON	LOT 60 HERON

SUBD AREA: 9.9688 Ha  
 AMALG AREA: 0.6000 Ha  
 TOTAL AREA: 10.5688 Ha  
 COMPRISED IN: RT: NA692/358, NA93D/894 & NA98A/89 (80)

THIS SITE IS ZONED 'RESIDENTIAL' AND THE BUILDING SETBACKS ARE THUS 9M FROM KERKERI ROAD BOUNDARIES, 12M FROM ALL OTHER BOUNDARIES UNLESS ALLOWED AT A DISTANCE OF 10M ALONG THE BOUNDARY.

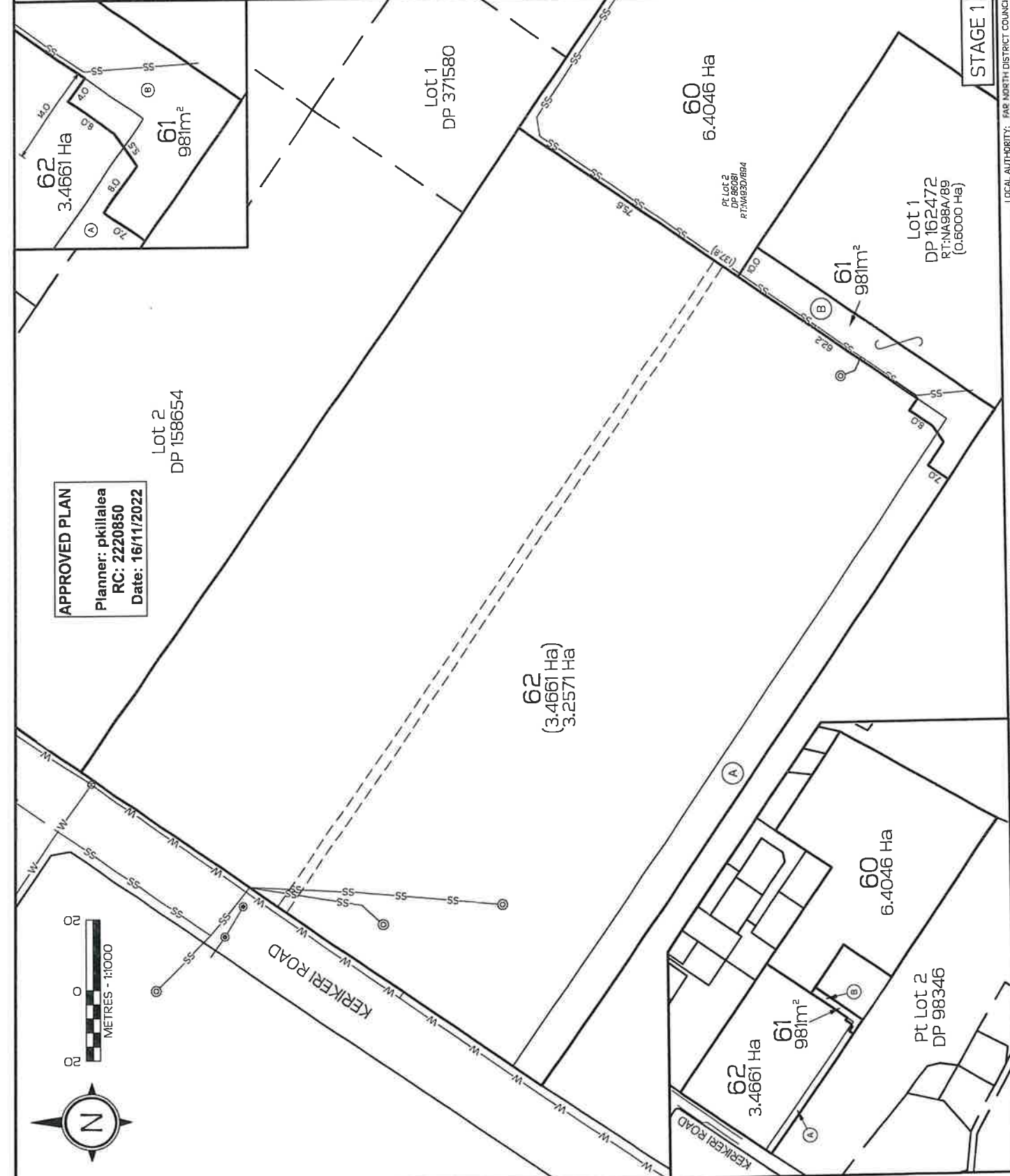
NO	DATE	BY	DESCRIPTION
1	20/04/2022	T.S. & J.B.	STAGING AMENDMENTS - 85% CE
2	20/04/2022	T.S. & J.B.	LOT 41 & LOT 61 BOUNDARY ADJUSTMENT - 85% CE
3	20/04/2022	T.S. & J.B.	FINAL SCALE - 1:5000

**reynold & bryant**  
 7 Selwyn Ave, Whangarei  
 Ph: 010 413 3463  
 Fax: 010 413 3463  
 www.reynoldsbryant.co.nz

**CLIENT**  
 TRAVERSE DEVELOPMENT LTD  
 373 & 377 KERKERI ROAD, KERKERI

**TITLE**  
 PROPOSED SUBDIVISION  
 OF LOT 1 DP 25752 &  
 PT LOT 2 DP 86081

**DATE** APRIL 2022  
**SCALE** 1:1000 @A3  
**NO.** S16655  
**SHEET** 2/5  
**REV.** F



**APPROVED PLAN**  
 Planner: pkillalea  
 RC: 2220850  
 Date: 16/11/2022

Lot 2  
 DP 158654

62  
 (3.4661 Ha)  
 3.2571 Ha

60  
 6.4046 Ha

61  
 981m²

Lot 1  
 DP 162472  
 RT: NA98A/89  
 (0.6000 Ha)

STAGE 1

**CAUTION:**

1. THIS DRAWING SHOULD NOT BE AMENDED MANUALLY.
2. AREAS & DIMENSIONS ARE APPROXIMATE ONLY AND ARE SUBJECT TO SURVEY.
3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN.
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8. THIS PLAN IS BASED ON AERIAL PHOTOGRAPHS AND AERIAL SURVEYS.
9. THIS PLAN IS BASED ON INFORMATION AVAILABLE ON LINZ DATA SERVICE.
10. BOUNDARIES SOURCED FROM QUICKMAP. COORDINATES IN TERMS OF MOUNT EBERY 2000.

**PROPOSED CANCELLATION OF CONDITIONAL EASEMENTS**  
 PURSUANT TO SECTION 224(9) OF THE RMA 1991, THE CONDITIONS AS TO THE CREATION OF:

THE RIGHT OF WAY MARKED 'A' ON STAGE 1; OVER LOT 62 STAGE 1 IS TO BE CANCELLED AS IT RELATES TO LOT 62 STAGE 1 & THE RIGHT OF WAY, MARKED 'B' ON STAGE 1, OVER LOT 61 STAGE 1 & APPURTENANT TO LOT 60 STAGE 1 & CREATED ON STAGE 1 IS TO BE REVOKED

REASON: LOT 60 STAGE 1 WILL NOW GAIN ACCESS FROM ROAD TO WEST (LOT 50).

**PROPOSED AMALGAMATION CONDITION**  
 PURSUANT TO SECTION 220 (1)(b)(v) OF THE RMA 1991

THAT LOT 49 HEREON (LEGAL ACCESS) BE HELD AS TO SIX UNDIVIDED ONE-SIXTH SHARES BY THE OWNERS OF LOTS 1, 2, 3 & 33 HEREON (ONE SHARE EACH) AND LOT 100 HEREON (TWO SHARES) AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH.

**APPROVED PLAN**  
 Planner: **pkilalea**  
 RC: **2220850**  
 Date: **16/11/2022**

TOTAL AREA: 3.4561 Ha  
 COMPRISED IN: RT NA692/358,  
 NA93D/894

THIS PLAN IS BASED ON "RESCUING" AND THE BUILDING SETBACKS ARE THE SETBACKS FROM KERIKERI ROAD BOUNDARIES, 12M FROM ALL OTHER BOUNDARIES WITH ONE ALLOWED AT 0M FOR A DISTANCE OF 10M ALONG THE BOUNDARY.

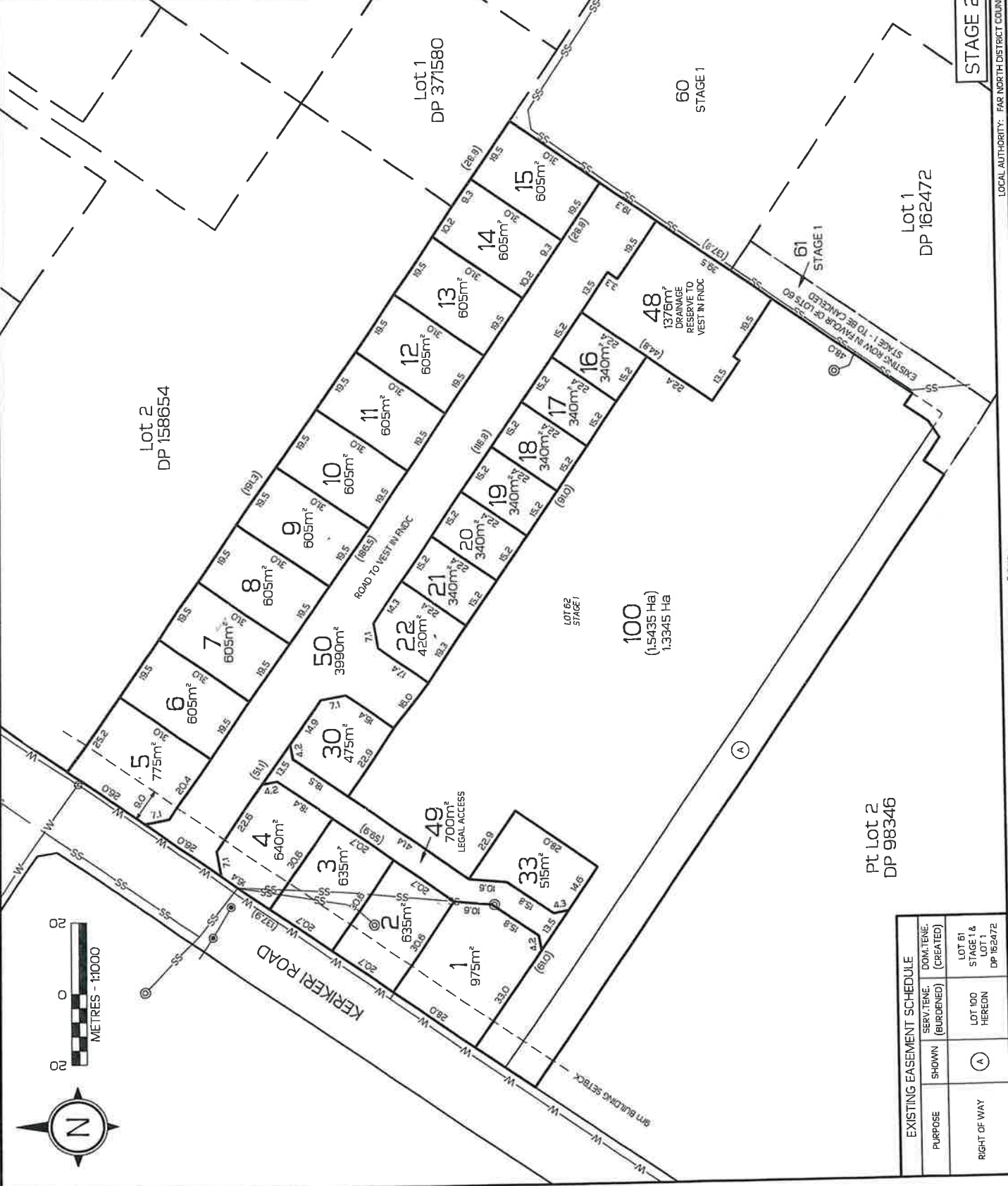
REV	DATE	DESCRIPTION
F	10/04/22	STAGING AMENDMENTS - RS, CC
E	23/01/21	LOT 61 & LOT 62 BOUNDARY ADJUSTMENT - RS, CC
A	01/01/21	PRINT ISSUE - RESCUE

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 Ph: 09-438 3463  
 7 Selwyn Ave, Whangarei  
 www.reburnandbryant.co.nz

CLIENT  
 TRAVERSE DEVELOPMENT LTD  
 373 & 377 KERIKERI ROAD, KERIKERI

TITLE  
 PROPOSED SUBDIVISION OF  
 LOT 1 DP 25752 & PT LOT 2  
 DP 86081

DATE	APRIL 2022	SCALE	1:1000 @A3
NO.	S16655	SHEET	3/5



EXISTING EASEMENT SCHEDULE			
PURPOSE	SHOWN	SERV.TENE. (BURDENED)	DOM.TENE. (CREATED)
RIGHT OF WAY	(A)	LOT 100 HEREON	LOT 61 STAGE 1 & LOT 1 DP 162472

LOCAL AUTHORITY: FAR NORTH DISTRICT COUNCIL  
 DATE PLOTTED: 20/04/2022 FILE PATH: P:\16655 - Traverse Ltd (Kerikeri Road) \Drawings\Scheme Plans\S16655 - Traverse - E.DWG



**CAUTION:**

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3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR FOR SALE AND PURCHASE AGREEMENTS THAT REFER TO THIS PLAN.
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8. ALL INFORMATION WITHIN THIS INFORMATION COUNSEL IS THE PROPERTY OF REYBURN & BRYANT (1999) LIMITED.
9. THIS PLAN IS DESIGNED FOR THE PURPOSES OF THE RMA 1991.
10. THIS PLAN IS DESIGNED FOR THE PURPOSES OF THE RMA 1991.

**EXISTING EASEMENT SCHEDULE**

PURPOSE	SHOWN	SERVITENE. (BURDENED)	DOM.TENE. (CREATED)
RIGHT OF WAY	(A)	LOT 101 HEREON	LOT 61 HEREON & LOT 1 DP 162472

**PROPOSED CANCELLATION OF AMALGAMATION CONDITION PURSUANT TO SECTION 240 (4) OF THE RMA 1991**

THE FAR NORTH DISTRICT COUNCIL RESOLVES TO CANCEL THE AMALGAMATION CONDITION IN RELATION TO THE TWO UNDIVIDED ONE-SIXTH SHARES OF LOT 49 STAGE 2 (LEGAL ACCESS) HELD BY THE OWNER OF LOT 100 STAGE 2.

REASON: THESE SHARES ARE TO BE REDISTRIBUTED AT THIS STAGE

**PROPOSED AMALGAMATION CONDITION PURSUANT TO SECTION 220 (1)(b)(iv) OF THE RMA 1991**

REDISTRIBUTION OF SHARES: THAT LOT 49 STAGE 2 (LEGAL ACCESS) BE HELD AS TO TWO (EXISTING) UNDIVIDED ONE-SIXTH SHARES BY THE OWNERS OF LOT 101 HEREON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH.

TOTAL AREA: 1,5435 Ha  
COMPRISED IN: RT NAG62/358, NAG93/894

THIS SITE IS ZONED 'RESIDENTIAL' AND THE BUILDING SETBACKS ARE TO BE DETERMINED FROM KERIKERI ROAD BOUNDARIES, 10% FROM ALL OTHER BOUNDARIES WITH ONE ALLOWED AT ONE FOR A DISTANCE OF 10% ALONG THE BOUNDARY.

REV	DATE	DESCRIPTION
1	20/04/2022	LOT 101 & LOT 102 BOUNDARY ADJUSTMENT - REF: E.C.
2	20/04/2022	PROPOSED AMALGAMATION - REF: E.C.
3	20/04/2022	PROPOSED AMALGAMATION - REF: E.C.

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 www.reyburnandbryant.co.nz

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 373 & 377 KERIKERI ROAD, KERIKERI

PROPOSED SUBDIVISION  
 OF LOT 1 DP 25752 &  
 PT LOT 2 DP 86081

DATE	APRIL 2022	SCALE	1:1000 @A3	REV	F
TITLE	S16655				
SHEET	4/5				

**APPROVED PLAN**  
 Planner: pkilalea  
 RC: 2220850  
 Date: 16/11/2022

Lot 2  
 DP 158654

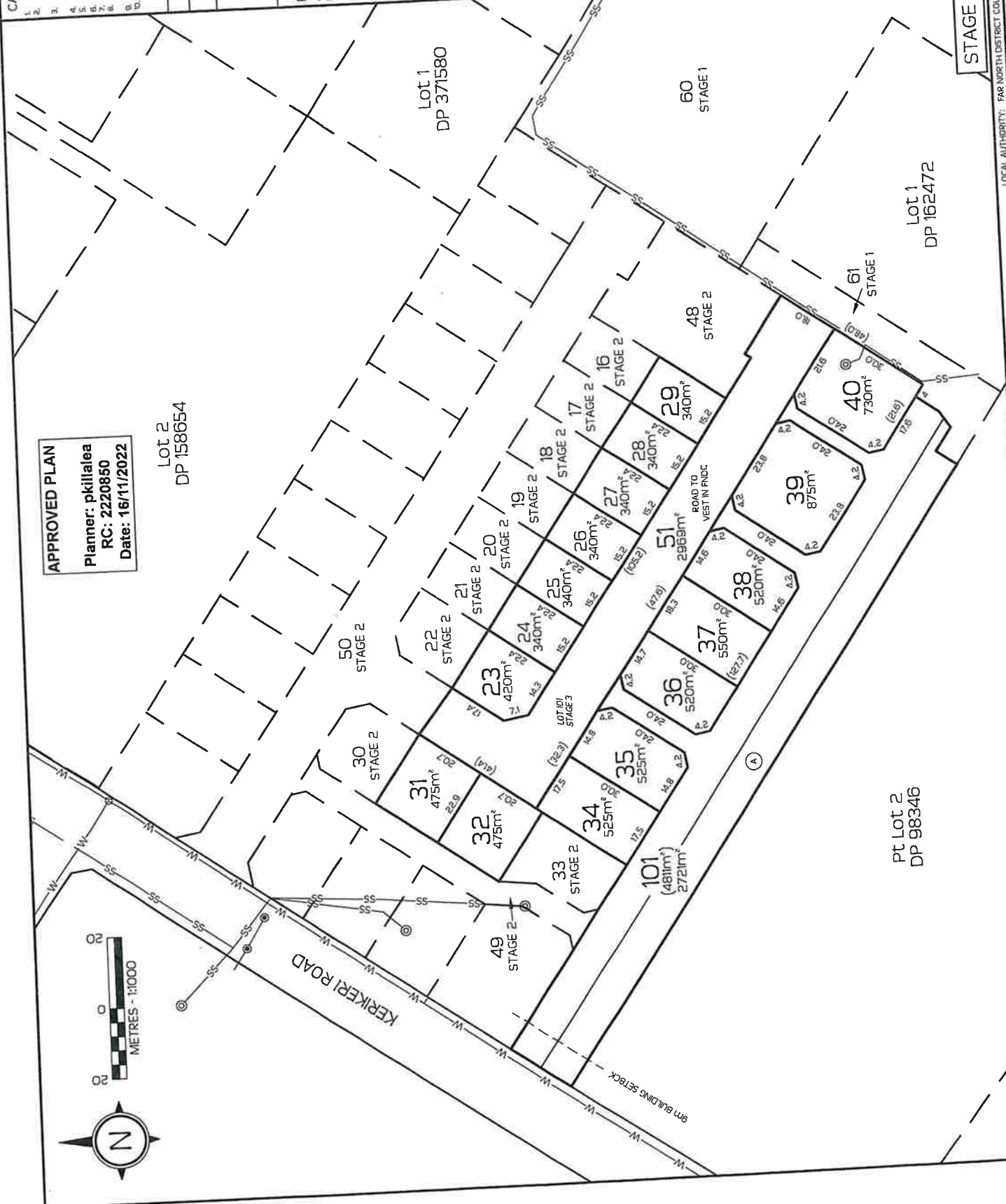
Lot 1  
 DP 371580

60  
 STAGE 1

Lot 1  
 DP 162472

STAGE 3

Pt Lot 2  
 DP 98346



LOCAL AUTHORITY: FAR NORTH DISTRICT COUNCIL

**CAUTION:**

1. THIS DRAWING SHOULD NOT BE ALTERED MANUALLY.
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3. THE VENDOR & PURCHASER MUST CONTACT THE SURVEYOR IF SALE & PURCHASE AGREEMENTS ARE ENTERED INTO USING THIS PLAN.
4. SERVICES MUST NOT BE POSITIONED USING THIS PLAN.
5. THIS PLAN IS SUBJECT TO THE RMA 1991.
6. THIS PLAN IS SUBJECT TO THE RMA 1991.
7. THIS PLAN IS SUBJECT TO THE RMA 1991.
8. THIS PLAN IS SUBJECT TO THE RMA 1991.
9. THIS PLAN IS SUBJECT TO THE RMA 1991.
10. THIS PLAN IS SUBJECT TO THE RMA 1991.

**PROPOSED CANCELLATION OF CONDITIONAL EASEMENTS**  
 PURSUANT TO SECTION 243 (e) OF THE RMA 1991,  
 THE CONDITIONS AS TO THE CREATION OF:  
 THE RIGHT OF WAY MARKED 'A' ON STAGE 3, OVER LOT 101 STAGES 3 & 4, PURSUANT TO LOT 101 STAGE 1 & LOT 101 162472 & CREATED ON STAGE 1, IS TO BE REVOKED  
**REASON:** LOT 61 STAGE 1 & LOT 101 DP 162472 IS SERVED FROM POWW & WILL NOW GAIN ACCESS FROM ROAD TO WEST (LOT 51).

**PROPOSED CANCELLATION OF AMALGAMATION CONDITION**  
 PURSUANT TO SECTION 240 (4) OF THE RMA 1991  
 THE FAR NORTH DISTRICT COUNCIL RESOLVES TO CANCEL THE AMALGAMATION CONDITION IN RELATION TO THE TWO UNDIVIDED ONE-SIXTH SHARES OF LOT 49 STAGE 2 (LEGAL ACCESS) HELD BY THE OWNER OF LOT 101 STAGE 3.  
**REASON:** THESE SHARES ARE TO BE REDISTRIBUTED AT THIS STAGE

**PROPOSED AMALGAMATION CONDITION**  
 PURSUANT TO SECTION 220 (1)(b)(v) OF THE RMA 1991  
 REDISTRIBUTION OF SHARES: THAT LOT 49 STAGE 2 (LEGAL ACCESS) BE HELD AS TO TWO (EXISTING) UNDIVIDED ONE-SIXTH SHARES BY THE OWNERS OF LOTS 46 & 47 HEREON (ONE SHARE EACH) AS TENANTS IN COMMON IN THE SAID SHARES.  
 &  
 THAT LOT 52 HEREON (LEGAL ACCESS) BE HELD AS TO TWO UNDIVIDED ONE-HALF SHARES BY THE OWNERS OF LOTS 44 & 45 HEREON (ONE SHARE EACH) AS TENANTS IN COMMON IN THE SAID SHARES.  
 &  
 THAT LOT 53 HEREON (LEGAL ACCESS) BE HELD AS TO TWO UNDIVIDED ONE-HALF SHARES BY THE OWNERS OF LOTS 42 & 43 HEREON (ONE SHARE EACH) AS TENANTS IN COMMON IN THE SAID SHARES,  
 AND THAT INDIVIDUAL RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH.

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 www.reboundandbryant.co.nz

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 373 & 377 KERIKERI ROAD, KERIKERI

**TITLE**  
 PROPOSED SUBDIVISION  
 OF LOT 1 DP 25752 &  
 PT LOT 2 DP 86081

**DATE** APRIL 2022 **SCALE** 1:1000 @A3  
**NO.** S16655 **SHEET** 5/5 **REV.** F



**APPROVED PLAN**  
 Planner: pkillalea  
 RC: 2220850  
 Date: 16/11/2022

Lot 2  
 DP 158654

Lot 1  
 DP 371580

Lot 1  
 DP 162472

STAGE 4

Pt Lot 2  
 DP 98346

TOTAL AREA: 0.4811 Ha  
 COMPRISED IN: RT NA692/358,  
 NA93D/894

THIS SITE IS ZONED 'RESIDENTIAL' AND THE BUILDING SETBACKS ARE 1.2m FROM ALL OTHER BOUNDARIES WITH ONE ALLOWED AT 0m FOR A DISTANCE OF 10m ALONG THE BOUNDARY.

REV	DATE	DESCRIPTION
F	20/04/22	STAGING AMENDMENTS - 85-CC
E	22/04/22	LOT 41 & LOT 6 BOUNDARY ADJUSTMENT - 85-CC
A	01/05/22	FIRST ISSUE - RECC

REF: DATA



**AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE****VENDOR:** Traverse Limited

Contact Details:

**VENDOR'S LAWYERS:**

Firm: Gaze Burt

Individual Acting: Diane Whalen

Email: [diane.whalen@gazeburt.co.nz](mailto:diane.whalen@gazeburt.co.nz)Contact Details: PO Box 301-251, Albany, Auckland 0752  
Suite 1, 44 Silverdale Street, Silverdale 0932  
T. 09-424-9095**Email address for service of notices** (clause 1.4): [diane.whalen@gazeburt.co.nz](mailto:diane.whalen@gazeburt.co.nz)**PURCHASER:**

Contact Details:

**PURCHASER'S LAWYERS:**

Firm:

Individual Acting:

Email:

Contact Details:

**Email address for service of notices** (clause 1.4):**SALE BY LICENSED REAL ESTATE AGENT:** Northland Property Group Limited - One Agency Far North

Manager: Daniel Oshse

Salesperson: Alan Broadbent

[alanbroadbent@oneagency.net.nz](mailto:alanbroadbent@oneagency.net.nz)

Second Salesperson:

Contact Details: 20 Kerikeri Lane  
Kerikeri 0230

T. 0800-100-043

Licensed Real Estate Agent under Real Estate Agents Act 2008

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