

## FURTHER TERMS OF SALE - TE WHATA TUARIMA

### 19 SUBDIVISION

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- 19.1. The Vendor has obtained a subdivision consent number RMA/2025/310, RMA/2025/310/A and RMA/2025/3488 and subsequent consent amendments from the Christchurch City Council and/or Environment Canterbury to subdivide the land which is comprised in, as at the date of this Agreement, Record of Title 1236254.
- 19.2. The Vendor will, with all due diligence and at the Vendor's expense, complete the subdivision of the Vendor's land and will prepare and lodge for deposit with Land Information New Zealand a plan of subdivision to issue a separate record of title for the land being sold in a form as near as possible to that shown on the plan **attached** as Schedule 4 (subject to clause 19.4).
- 19.3. The Property is sold subject to all existing encumbrances, restrictions, easements and drainage rights and to any further encumbrances, restrictions (including without limitation the restrictive covenants referred to in clause 24), consent notices, easements or drainage rights which may be required in order to satisfy the conditions of approval of the land use and subdivision consent by the Vendor, the Christchurch City Council or any other authority in respect of the subdivision plan. The Purchaser agrees to purchase the Property and take title subject to all such encumbrances, consent notices, restrictions, (including the restrictive covenants contained in clause 24) easements and drainage rights.
- 19.4. The following are subject to any variation or alteration as required by the Vendor, the Christchurch City Council and/or Land Information New Zealand as the case may be:
- 19.4.1. All measurements and areas shown on the attached plan;
- 19.4.2. The layout and appearance of the overall subdivision of the Vendor's land or any particular details of the Vendor's development.
- 19.5. The Purchaser shall not be entitled to make any objection or requisition or claim for compensation in respect of any such variations or alterations of the Lot being sold unless the effect of such variation or alterations is to reduce the area of the Property by more than 3% of the area shown on the attached plan.
- 19.6. The Purchaser acknowledges that the Purchaser purchases the Property solely in reliance upon the Purchaser's own judgment and not upon any representation of warranty made by the Vendor or any agent of the Vendor. The Purchaser acknowledges that the Vendor has given no warranty that the title to the Lot being purchased will be available by any particular date.

### 20 FINANCIAL ARRANGEMENT RULES

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- 20.1. The parties hereby agree that where in relation to this Agreement it is or becomes necessary to determine "the consideration" for the purposes of Part EW of the Income Tax Act 2007 the Purchase price payable hereunder is the lowest price the parties would have agreed on for the Property that is the subject of this Agreement at the time at which this Agreement was entered into on the basis of payment in full at the time at which the first right in the specified property is to be transferred.

## 21 CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003

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- 21.1. It is recorded that:
- 21.1.1. The Settlement date is the earliest date on which the parties would in any circumstances have agreed that the balance of the Purchase price was to be payable; and
  - 21.1.2. Neither the period between the date of this Agreement and the Settlement date nor any other provision in this Agreement evidences any deferment of the purchaser's obligation to pay the Purchase price for the purposes of Section 6 of the Credit Contracts and Consumer Finance Act 2003; and
  - 21.1.3. Accordingly, this Agreement is not a "credit contract" for the purposes of or within the meaning of that Act.

## 22 NO CAVEAT

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- 22.1. The Purchaser agrees that neither the Purchaser nor any person claiming through the Purchaser will lodge a caveat against the title to the land or any part of it prior to the survey plan being deposited at Land Information New Zealand. In the event of the Purchaser or any person claiming through the Purchaser lodging a caveat the Vendor may forthwith take all necessary steps at the Purchaser's cost to secure the immediate removal of such caveat and the Purchaser agrees that the production of this Agreement to the District Land Registrar at Christchurch shall entitle the District Land Registrar to remove the caveat from the title. If the Purchaser registers any caveat or procures the registration of any caveat in contravention of this clause, the Purchaser shall pay to the Vendor liquidated damages of \$1,000.00 per day for so long as such caveat prevents the deposit of the Vendor's plan of subdivision.

## 23 DAMAGE REMEDIATION BOND

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- 23.1. On settlement, the Purchaser shall pay to the Vendor a bond of \$5,000.00 (**Bond**) which the Vendor is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of construction of the dwelling, and to ensure compliance with the terms of this Agreement and the restrictive covenants to be registered against the title to the Property. The procedure of the refund or retention of the Bond shall be as follows.
- 23.2. At any time up to six (6) months after the issue of a Code Compliance Certificate for the first dwelling build on the Lot (time being of the essence), the Purchaser shall be entitled to apply to the Vendor for the refund of the Bond. The application shall be in writing and must be accompanied by a copy of the Code Compliance Certificate for the dwelling. In particular given the deduction contained in clause 23.4, it is recommended that a Purchaser does not submit such an application unless and until the dwelling and all landscaping on the Property has been completed in accordance with the plans approved by the Vendor as required by the restrictive covenants.
- 23.3. As soon as practicable after receipt of the Purchaser's application, a representative of the Vendor will inspect the Lot to determine if there has been any damage caused to the infrastructure of the subdivision (roads, footpaths, berms, kerbs, trees and street furniture) or to any fences or neighbouring lots during the course of construction of the dwelling and to ensure compliance with the terms of this Agreement and the restrictive covenants.
- 23.4. If, in the opinion of the Vendor, there has been any non-compliance with the terms of this Agreement, the restrictive covenants and/or damage caused, the Vendor shall notify the Purchaser in writing of the particulars of such non-compliance and/or the damage and will specify a reasonable time within which such non-compliance and/or repairs or reinstatement of the damaged parts must be completed by the Purchaser. If the Vendor provides such a notice to a Purchaser as is provided for in this clause 23.4, the

sum of \$500.00 will be deducted from the Bond, and an amount equal to \$500.00 will in addition also be deducted from the Bond for each subsequent inspection of the Property until there has been compliance with the terms of this Agreement and/or the restrictive covenants.

- 23.5. If, at the expiry of the period referred to in clause 23.4 (or such later date as the Vendor may agree in writing), the Purchaser has not remedied any non-compliance and/or repaired or reinstated the damage, the Vendor will be entitled to apply the Bond in meeting the cost of repair or reinstatement and/or retain the Bond in its entirety in the event of any non-compliance. If the cost of the repair exceeds the amount of the Bond, the excess will be recoverable by the vendor from the purchaser as a debt due. Any balance of the Bond remaining after the repair or reinstatement and deductions of the Vendor's inspection fee as contained in clause 23.4 shall be refunded to the Purchaser only after complete compliance with the vendor's requirements as contained in the notice given under clause 23.4.
- 23.6. If, in the opinion of the Vendor, after carrying out the inspection in clause 23.3 there is no outstanding damage caused and no action required to ensure compliance with this Agreement and the restrictive covenants, the Vendor shall refund the Bond to the Purchaser.
- 23.7. The Vendor is not obliged to hold the Bond in a separate account nor to account to the Purchaser for any interest earned on the Bond.
- 23.8. If the Purchaser does not apply in writing for the refund of the Bond within six (6) months of the issue of a Code Compliance Certificate for the dwelling, the Vendor shall be entitled to permanently retain the Bond.
- 23.9. In the event that the Purchaser sells the lot without building on it, the Vendor shall continue to hold the Bond on the terms set out above, and will make any refund of the Bond to the owner of the lot at the time the dwelling is built. It is recommended that the Purchaser make provision in any agreement to sell the Lot for the party purchasing to refund the Bond to the purchaser direct.

## **24 RESTRICTIVE COVENANTS**

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- 24.1. It is acknowledged by the Purchaser that the covenants set out in Appendix A are to be registered for the benefit of all of the residential lots on the plan of subdivision to the intent that each of the residential lots will be subject to a general scheme, and the Purchaser agrees to be bound by the restrictive covenants as set out in Appendix A. The Vendor will register the restrictive covenants prior to settlement. The Vendor reserves the right to amend the form of the covenants set out in Appendix A prior to registering them.
- 24.2. It is acknowledged by the Purchaser of Lots 9 – 21 (inclusive) that the covenant set out in Appendix B are to be registered for the benefit of Burlington Village Limited, as owner of the property sharing the common northern boundary with said Lots (**Burlington Covenant**). The Vendor will register the Burlington Covenant prior to settlement. The Vendor reserves the right to amend the form of the Burlington Covenant prior to registering them.

## **25 FENCING BY VENDOR**

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- 25.1. The Vendor will, at its cost, fence the boundaries of the lots in compliance with the provisions contained in the restrictive covenants, which is also depicted in the fencing plan contained in Schedule 5. The Vendor reserves the right to amend the fencing of the Property prior to the installation of such fences and registration of the restrictive covenants.
- 25.2. The Vendor will take all reasonable steps to complete the fencing in clause 25.1 before the Settlement date, but the parties acknowledge that from time to time it may not be possible to complete such

works before settlement. In that event, the Vendor will ensure that the fencing is completed as soon as practicable after settlement, but the Purchaser will not be entitled to retain any part of the Purchase price on settlement.

- 25.3. The Purchaser acknowledges and agrees that they are responsible for staining all timber fencing located on the Lot, including (without limitation) any acoustic fencing, development boundary fencing, and right-of-way fencing, in accordance with the land covenants to be registered on the title.

## **26 PURCHASER'S CONDITIONS**

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- 26.1. This Agreement is subject to the Purchaser being satisfied, after taking such advice as the Purchaser may wish, that the Property is in all respects suitable to the Purchaser and the Purchaser obtaining finance for the purchase of the Property on terms and conditions entirely satisfactory to the Purchaser. The Purchaser (or their solicitor) shall notify the Vendor's solicitor within ten (10) Working Days from the date of this Agreement as to the fulfilment or otherwise of this condition. This condition is inserted for the sole benefit of the Purchaser.

## **27 DEPOSIT**

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- 27.1. The Purchaser will pay a deposit of \$ \_\_\_\_\_ to the trust account of Saunders & Co (ANZ: 06-0433-0670966-03) upon satisfaction or waiver of the condition contained in clause 26.1.
- 27.2. The deposit shall be held by Saunders & Co as stakeholder pending the issue of a separate record of title for the Property, after which it will be released to the Vendor.

## **28 SETTLEMENT**

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- 28.1. The balance of the Purchase price, together with the other moneys payable by the Purchaser under this Agreement, shall be paid no later than the date set out below, calculated from the date that the Vendor's solicitor notifies the Purchaser's solicitor that a search copy, as defined in Section 60A of the Land Transfer Act, is obtainable (**Settlement date**).

Delete one of the following:

28.1.1. [ \_\_\_\_\_ ] Working Days

28.1.2. [ \_\_\_\_\_ ] Month(s)

## **29 ELECTRONIC SIGNATURE**

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- 29.1. The parties acknowledge and agree that either the vendor and/or the Purchaser may sign this Agreement by electronic means. If a party signs this Agreement by electronic means, that party represents and warrants to the other party that if signed in this manner that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

## **30 LOW PRESSURE SEWER MAIN**

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- 30.1. The Purchaser's attention is drawn to condition 5 of the Subdivision Consent Decision which requires the dwelling to the Lot be serviced by a local pressure sewer unit. The Purchaser acknowledges it will be responsible for the cost of, and installation of the same at the building consent stage as well as compliance with the additional Council requirements outlined in condition 5.

## 31 PURCHASER ACKNOWLEDGEMENTS

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- 31.1. **NZTA Covenant:** The Purchaser's attention is drawn to the Waka Kotahi reverse sensitivity covenant registered on the parent title. This imposes acoustic requirements on some of the Lots, due to the land's proximity to SH74. These requirements will need to be complied with during the building consent stage of properties falling within the relevant zones set out in the covenant.
- 31.2. **Topsoil Disposal:** The site contains naturally elevated arsenic levels above expected background levels but at or below 'residential 10% produce' soil guideline values. Therefore, soil of Lots will not meet waste acceptance criteria for clean fill facilities and will need to be disposed of at specialist facilities (such as Winstones Wheatsheaf Quarry). For further information, refer to Momentum Environmental "Soil Contamination Risk Preliminary and Detailed Site Investigation Report and Site Management Plan" 109 Prestons Road, Chch Revision 2 dated 18 June 2024. See condition 18 of RMA/2025/310/A noting an ongoing Council Consent Notice will be placed on the titles to Lots 1-48 regarding the disposal obligations of topsoil.
- 31.3. The Vendor shall have no liability to contribute towards the cost of any soil disposal required as a result of the Purchaser's intended development and construction on the Property.
- 31.4. **Driveway Locations:** This development has limited driveway crossing locations. The default position for each lot is set out in Schedule 6 herein. The Purchaser is responsible for highlighting the crossing locations to their architect/builder to accommodate in their building plans. The Purchaser's attention is brought to clause 1.24(b) of the Land Covenants, whereby any cost incurred in moving any development infrastructure required to accommodate any alternative driveway crossing location, can be passed onto the Purchaser.

**SCHEDULE 4 - DEVELOPMENT PLAN**

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**SCHEDULE 5 – FENCING PLAN**

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**SCHEDULE 6 – DRIVEWAY CROSSING MA**

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**ANNEXURE A – RESTRICTIVE COVENANTS**

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**ANNEXURE B – BURLINGTON COVENANT**

Form 26

**Covenant Instrument to note land covenant**

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

**Covenantor**

**NTP Development Holdings Limited**

**Covenantee**

**Burlington Village 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).

**Schedule A**

*Continue in additional Annexure Schedule, if required*

<i>Purpose of covenant</i>	<i>Shown (plan reference)</i>	<i>Burdened Land (Record of Title)</i>	<i>Benefited Land (Record of Title) or in gross</i>
Non Objection		Lots 9 - 21 (inclusive) Record of Title [ ] to [ ]	Record of Title 1236253

**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:

Annexure Schedule 2.

## Annexure Schedule 2

On the basis that the Covenantee's development on the Benefitted Land is consistent with the Covenantee's existing development of Burlington Village Limited comprised in Record of Title 790217 (Burlington Village) including (without restriction) that:

- (a) The setback from the boundary for any dwelling or other structure ancillary to the dwelling to be installed or constructed on the Benefitted Land is 8.3 metres along the common boundary between Burdened Land and Burlington Village; and
- (b) Any dwelling or other structure to be installed or constructed on the Benefitted Land is no greater than two storeys in height; and
- (c) is of a design consistent with those currently comprising the Burlington Village.

The Covenantor hereby agrees :

1. That it shall not object in any way to the development of residential aged care facilities by the Covenantee or an associated party of the Covenantee on the Benefitted Land and the Covenantor will support (including in writing) in a resource management context the Covenantee's (or an associated entity of the Covenantee's) proposed or actual development of residential aged care facilities on the Benefitted Land.
2. That will not make or lodge or be party to or finance or contribute to the cost of any submission, application, proceedings or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the Covenantee's (or an associated entity of the Covenantee's) proposed development of residential aged care facilities on the Benefitted Land.
3. The covenants contained in this instrument shall immediately extinguish in respect of 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.
4. The covenants contained in this instrument shall expire on [ DATE 5 YEARS FROM REGISTRATION] and at such time shall immediately extinguish (but without prejudice to the liability of any party for any breaches which have already occurred prior to that date).