

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: DC LIVING LIMITED 'in equity'

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: Unit _____, Earlsbrook, 1491 Springs Road, Lincoln

Estate: FREEHOLD ~~LEASEHOLD~~ ~~STRATUM IN FREEHOLD~~
~~STRATUM IN LEASEHOLD~~ ~~CROSS-LEASE (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):** _____
Please refer to plan attached

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 by via the Purchasers Lawyers trust account to the Vendors Lawyers trust account in accordance with further terms of sale 28.0

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

(1) ~~By payment in cleared funds on the settlement date which is:~~
OR
(2) In the manner described in the Further Terms of Sale. **Interest rate for late settlement:** 14 % p.a.

CONDITIONS (refer clause 9.0)

| | | |
|---|---------------|--|
| Finance required (clause 9.1): | Yes/No | Finance date: See further terms of sale |
| 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

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties. **Yes/No**

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

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:
- Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
 - if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - 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;
 - the day observed as the anniversary of any province in which the property is situated;
 - the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
 - 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:
- 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
 - 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
- 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.
 - 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.
 - 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:
- All notices must be served in writing.
 - 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.
 - All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - on the party or on the party's lawyer:
 - by personal delivery; or
 - by posting by ordinary mail; or
 - by email; or
 - 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.
 - In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
 - in the case of personal delivery, when received by the party or at the lawyer's office;
 - 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;
 - in the case of email:
 - when sent to the email address provided for the party or the party's lawyer on the back page; or
 - 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
 - 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;
 - 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;
 - 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.
 - 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:~~

- ~~(ii) the vendor has given the purchaser notice that a search copy is obtainable, or~~
~~(iii) 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:
- any permit, resource consent, or building consent required by law was obtained; and
 - to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - 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:
- 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;
 - the building has a current building warrant of fitness; and
 - 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:
- from any local or government authority or other statutory body; or
 - under the Resource Management Act 1991; or
 - from any tenant of the property; or
 - 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:
- 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;
 - the building has a current building warrant of fitness; and
 - 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:
- 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.
 - Any outgoings 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.
 - 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.
 - 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:~~
- ~~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.~~
 - ~~Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.~~
 - ~~There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.~~
 - ~~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.~~
 - ~~The vendor has no knowledge or notice of any fact which might result in:~~
 - ~~the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act, or~~
 - ~~any proceedings being instituted by or against the body corporate, or~~
 - ~~any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.~~
 - ~~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.~~
 - ~~No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.~~

- (6) 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.

- (5) 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.
- 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
 - (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

See attached pages 17A, 17B, 17C, 17D and 17E



Further Terms of Sale

21.0 Subdivision

- 21.1 The vendor shall, at the Vendor's expense, prepare a plan of subdivision in a form subject to the plan attached ("plan"), obtain a subdivision consent from the Selwyn District Council, comply with the Resource Management Act and lodge the plan for deposit with Land Information New Zealand ("LINZ") to enable the Vendor to give the Purchaser title to the property.
- 21.2 The Purchaser shall not be entitled to a transfer of the property, or to call for title to the property until the title is available. The Vendor gives no warranty as to the date upon which the plan will deposit, or as to when the Purchaser will be able to register a transfer.
- 21.3 All measurements and areas are subject to checking by LINZ and to any variation which may be required as a result of such check, or which may be required by LINZ or the Selwyn District Council and neither the Vendor nor the Purchaser shall be entitled to seek any adjustment of the purchase price due to any such variation.
- 21.4 The property is subject to all existing encumbrances, restrictions and easements as shown on the present head title and to any easements, rights, restrictions or other encumbrances which may be required by the Selwyn District Council, or by the practical exigencies of the subdivision.
- 21.5 If a search copy for the separate title and/or a code compliance certificate for the property is not available within 18 months after the date of this Agreement, then either the vendor or the purchaser may, by notice in writing to the other party, cancel the Agreement at any time prior to a search copy of the separate title for the property and the code compliance certificate becoming available. On cancellation, neither party shall have any claim against the other and any deposit which has been paid shall be refunded in full to the purchaser.

22.0 Accruals

- 22.1 The parties agree, for the purpose of the income Tax Act, that the purchase price is the lowest price for which the Vendor would have sold the property, if the purchase price has been paid in full on the date of execution of this Agreement and that there was no element of interest contained in the purchase price.

23.0 Trust Guarantee – if a Trust is the Purchaser

- 23.1 Where the Purchaser is a Trust, the liability of every person who is a Trustee of that Trust shall be personal and unlimited, subject to the limitation granted to a limited liability Trustee pursuant to General Term of Sale 16.1

24.0 Company Guarantee – If a Company is the Purchaser

24.1 The Vendor has entered into this Agreement with the Purchaser(s) named herein at the request of the Guarantor(s) named below. In consideration of this, the Guarantor(s) hereby (if more than one jointly and severally) guarantees the performance of the Purchaser(s) of all its obligations to the Vendor hereunder and acknowledges that the Guarantor(s) may be treated as a principal obligor under this Agreement.

24.2 The Guarantor(s) further understands that this Guarantee:

- (a) Is a continuing Guarantee for the performance of the Purchaser’s obligations under this Agreement and any other Agreement to Purchaser(s) has with the Vendor;
- (b) Is irrevocable and unconditional; and
- (c) Will operate irrespective of any intervening payment action, settlement, or other matter until the Purchaser’s obligations have been met.

Full name of Guarantor

Signature of Guarantor

Full name of Guarantor

Signature of Guarantor

25.0 Purchaser Conditions

25.1 Solicitor’s Approval

(i) This Agreement is subject to and conditional upon the Purchaser’s Solicitors’ approval as to form, content and (underlying) Record/s of Title within ten (10) working days from the date of this Agreement.

25.2 Right to Cancel

(i) The Purchaser may cancel the Agreement within ten (10) working days of the date of this Agreement without having to provide any reason.

(ii) In the event of a cancellation under this clause, the Agreement shall be void, all monies paid (including any interest) pursuant to the Agreement, shall be refunded and neither party shall have any claim against the other.

25.3 Due Diligence

- (i) The Agreement is conditional upon the Purchaser undertaking and being entirely satisfied in its absolute discretion, with the outcome of a “due and diligent” investigation of all aspects of the property and all areas of enquiry in relation to the property, which the Purchaser deems appropriate, including (but not limited to) investigation and satisfaction of the following:
 - (a) Record of Title/s to the property and any Encumbrances on the property;
 - (b) The overall financial suitability and commercial viability of the Purchaser’s proposed investment in the property;
 - (c) Any outstanding requirements or requisitions relating to the property;
 - (d) The zoning, statutory requirements and any consents relating to the property;
 - (e) Tenancies or lease arrangements; and
 - (f) Obtaining satisfactory insurance cover.

The parties acknowledge that the condition contained in clause 25.3(i) is inserted for the sole benefit of the Purchaser and the date for satisfaction of that condition shall be ten (10) working days from the date of this Agreement.

25.4 Finance

- (i) This Agreement is conditional upon the Purchaser arranging sufficient finance to enable the Purchaser to complete the purchase of the property upon terms and conditions satisfactory to the Purchaser.
- (ii) The parties acknowledge that the condition contained in clause 25.4(i) is inserted for the sole benefit of the Purchaser and the date for satisfaction of that condition shall be ten (10) working days from the date of this agreement.

25.5 Additional Items

- (i) The vendor will install drapes or blinds (of its choosing in its sole absolute discretion) in all main living and bedrooms in the townhouse prior to the settlement date.
- (ii) On the settlement date, the Townhouse shall meet the minimum requirements of the Healthy Homes Standards as provided under the Residential Tenancies (Healthy Homes Standards) Regulations that are applicable at the settlement date. The Purchaser will however be responsible for obtaining its own Healthy Homes assessment and obtain a Healthy Homes certificate at their own cost.

26.0 Defects Warranty Period

26.1 Any defects or faults arising from materials or workmanship not being in accordance with the plans and specifications which the Purchaser notifies to the Vendor in writing within 12 months after the date of practical completion must, within a reasonable time, be rectified and made good by the Vendor at the Vendor's cost.

27.0 Assignment of Warranties

27.1 The Vendor will as soon as practicable after the Settlement Date, assign the Purchaser the benefit of all warranties and guarantees as may be available and assignable relating to the supply of services, materials and equipment incorporated in the dwelling. If any warranties or guarantees are incapable of assignment, the Vendor will hold such warranties or guarantees on trust and at the direction of and for the benefit of the Purchaser or the Residents' Society (as the case may be).

28.0 Deposit and Settlement

28.1 The Purchaser shall pay the deposit to the Vendor's Lawyers Trust account within five (5) working days confirmation of the Purchaser's conditions of this Agreement, the deposit is to be held by the Vendor's Lawyers in their Trust account as a Stakeholder until the new title to the property and the code compliance certificate have issued.

28.2 The balance of the purchase price, together with all other monies payable by the Purchaser under this Agreement shall be paid the later of:

Ten (10) working days after the date that the Vendor's Lawyer notifies the Purchaser's Lawyer in writing that a search copy (as defined in Section 60 of the Land Transfer Act 2017) of the new title to the property being sold under this Agreement is obtainable OR

Ten (10) working days after the code of compliance certificate for the property being provided to the Purchaser's Lawyer.

Any net interest earned on the deposit shall follow the deposit principle.

29.0 Construction of Dwelling

29.1 The Vendor will, at its own cost and expense, obtain all building and regulatory consents necessary for the construction of a dwelling on the property, including a Code Compliance Certificate upon completion.

29.2 The Vendor will construct and complete upon the property the unit in a good and workmanlike manner substantially in accordance with the plans and specifications included in the Agreement.

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- 29.3 Any variation to the plans and specifications shall either be disclosed to the Purchaser (if such variation was prior to the date of this Agreement) and subsequent variations shall be on the basis of agreement between the Vendor and the Purchaser.
- 29.4 If any materials specified are not reasonably procurable, the Vendor may substitute other materials of a like and/or better quality and nature as are reasonably practicable. The Vendor will consult with the Purchaser before making a substitution.
- 29.5 The landscaping, driveway and paths shall be completed by the Vendor in accordance with the plans and specifications included in the Agreement.

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.

| | |
|---|--------|
| Section 1 Vendor | |
| 1(a) The vendor's registration number (if already registered): 140-522-759 | |
| 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 |
| Section 2 Purchaser | |
| 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. | |
| If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e) | |
| 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 |
| OR 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"). | |
| If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further. | |
| Section 3 Nominee | |
| 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. | |
| 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. | |
| 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 |
| OR 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:

- (a) they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- (b) 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:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) 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].

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**VENDOR:** D C Living Limited 'in equity'

Contact Details:

VENDOR'S LAWYERS:

Firm: D'Arcy Thomson Law Limited

Individual Acting: Karen Bills

Email: kb@dtlaw.co.nz

Contact Details: P O Box 1404
Level 3, 50 Victoria Street
Christchurch**Email address for service of notices** (clause 1.4): kb@dtlaw.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:** Whalan and Partners Limited
Bayleys Christchurch

Manager: Rachel Dovey

Salesperson: Nathan Collett nathan.collett@bayleys.co.nz

Second Salesperson: Bianca Davidson bianca.davidson@bayleys.co.nz

Contact Details: Ph: 03 375 4700
christchurch@bayleys.co.nz
3 Deans Avenue, Addington
PO Box 36 533, Christchurch 8146

Licensed Real Estate Agent under Real Estate Agents Act 2008

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Sections 95, 95A-E, 104, 104C, 106A, 108, 108AA



Resource Management Act 1991

Decision and Planning Report

Planning Report pursuant to section 42A of the Resource Management Act 1991 recommending whether or not an application for resource consent should be:

- Publicly notified, limited notified or non-notified
- Granted or declined, and, if granted, the conditions of consent

Decision pursuant to section 113 of the Resource Management Act 1991

| | |
|---|--|
| APPLICATION NUMBER(S) | RC256029 |
| APPLICANT | DC Living Limited |
| BRIEF DESCRIPTION OF THE APPLICATION | The following consents are sought: <ul style="list-style-type: none">• RC256029 - Land Use (s9) - To undertake a 34-unit residential unit development |
| ADDRESS | 3, 13, 15,17 Fitzgerald Lane, Lincoln; 4, 14 Strouts Drive, Lincoln |
| LEGAL DESCRIPTION | Lot 202 DP 616488, Lot 201 DP 616488 |
| TITLE REFERENCE | 1251257, 1251256 |
| AREA | 4,307m ² |
| ZONING / OVERLAYS | Operative Selwyn District Plan (2016), Rural Volume Outer Plains Zone Partially Operative Selwyn District Plan (Appeals Version) Medium Density Residential Zone Plains Flood Management Overlay DEV-LI8 Development Area |
| OVERALL ACTIVITY STATUS | Restricted Discretionary |

The Application

1. This application was formally received by the Selwyn District Council on 12 November 2025. Further information was received on 27 November and 1 December 2025, and this information now forms part of the application.
2. The application proposes the construction of 34 residential units, with associated earthworks, landscaping and access, this is detailed in paragraphs 18-28 of the AEE. The main aspects of the activity are as follows:
 - Construction of 34 two storey residential units across seven blocks
 - 12 units contain an internal garage and 3 bedrooms, with these accessed from a shared driveway from Strouts Drive.

- 22 units contain 2 bedrooms and share a central car parking area, with a single car park allocated to each unit. This is accessed from a separate access to Strouts Drive.
- Pedestrian access into the site from Fitzgerald Lane is also proposed, with two separate entrances serving each of the above identified areas.
- Waste collection for Units 1-12 will be from Strouts Drive, with a Council service, whilst Units 13-34 will have a private collection given the communal bin area within the shared car park.
- Landscaping is proposed across 20% of the site, including 87 trees.
- Earthworks of 245m³ (99m³ cut and 146m³ fill) are proposed across the site, outside the building footprint.

Background

3. In 2022, Private Plan Change 69 (PC69) was approved to rezone the site from Rural to Medium Density Residential Zone (including ancillary land uses). PC69 was approved by Council, rezoning the land to the current zoning shown as Lincoln 8 Development Area which indicates future road connections and infrastructure factors.
4. The Council approved this plan change in June 2022 and the appeal against it was withdrawn on 1 April 2024. However, the PODP decision on rezoning the same land subject to PC69 to Medium Density Residential Zoning on 19 August 2023 effectively superseded the Council decision on PC69. PC69 was not incorporated into the Operative Plan because of this timing (it was on hold, pending the outcome of the appeal) and then the Operative Plan was superseded by the PODP.
5. Environment Canterbury (ECan) has issued two consents, CRC242402 to undertaken earthworks over an aquifer and within 50 metres of a waterway, and CRC242403 to discharge construction phase stormwater and water treatment chemical residuals into surface water. Of note, CRC242402 provides for earthworks of up to 0.3m below the existing ground level within 50m of the headwaters of Springs Creek, but no closer than 22.5m to those headwaters and limits works to between September and May.
6. RC245394 & RC245395, being the original subdivision which formed the subject sites were granted on 2 October 2024 on a non-notified basis by an independent commissioner. RC255195, being a variation to the above consents, was also granted on a non-notified basis on 28 April 2025.
7. A Flood Assessment Certificate (FC250532) has been issued for the site. The proposed buildings meet, and in some instances exceed, the minimum required floor level and are outside of any high hazard area. Engineering Approval has also been granted for the proposal, dated 11 November 2025.

The Existing Environment

8. The application site is currently vacant, with the subdivision works, including construction of the roading and other infrastructure recently completed. The immediately surrounding sites are also vacant given the recently completed works, although some scattered construction work has started across some of the sites within the wider subdivision.
9. I visited the site on 27 November 2025.

Activity Status

Partially Operative Selwyn District Plan (Appeals Version) (“the Partially Operative Plan”)

10. The application site is zoned Medium Density Residential. The site is also subject to the Plains Flood Management Overlay and within the DEV-LI8 Development Area.
11. The Council released the Appeals Version of the Partially Operative Plan on 27 November 2023. Many provisions are beyond challenge and are operative/treated as operative (pursuant to cl 103 of Schedule 1 and s 86F of the Act). Those subject to appeal continue to have legal effect pursuant to s 86B. Provisions subject to appeal are highlighted in the tables below.

Land use

12. The proposed land use activity does not meet the following rules:

| MRZ MEDIUM DENSITY RESIDENTIAL ZONE | | |
|--|---------------------------------|--|
| MRZ-R5 Fencing | | |
| 2. When compliance with MRZ-R5.1 is not achieved: RDIS | Restricted Discretionary | The fencing for the outdoor areas of Units 1 and 7 measures 1.8m and is within the 1.5m road boundary setback, setback 1.3m from the road boundary. |
| MRZ-REQ2 Number of Residential Units per Site | | |
| 2. When compliance with any of MRZ-REQ2.1 is not achieved: RDIS | Restricted Discretionary | 34 Units proposed where 3 are permitted. |
| MRZ-REQ6 Setbacks | | |
| 2. When compliance with any of MRZ-REQ6.1 is not achieved: RDIS | Restricted Discretionary | Unit 1 and 7 are setback 1.3m from the Strouts Drive (road) boundary, where 1.5m is required. Units 13-21 are setback 1.3m from the Strouts Drive (road) boundary, where 1.5m is required. Units 25-34 are setback 0.8m from the Fitzgerald Lane (internal) boundary, where 1m is required. |
| MRZ-REQ7 Windows to Street | | |
| 3. When compliance with any of MRZ-REQ7.1 or MRZ-REQ7.2 is not achieved: RDIS | Restricted Discretionary | Units 1 and 7 each provide 16% of their street facing façade in glazing. Units 13-21 each provide 17.2% of their street façade in glazing. Unit 21's primary pedestrian entrance is not visible or accessible from Strouts Drive, it is from Fitzgerald Lane, which is not a road. |
| MRZ-REQ8 Outdoor Living Space | | |
| 3. When compliance with any of MRZ-REQ8.1 or MRZ-REQ8.2 is not achieved: RDIS | Restricted Discretionary | Units 1-6 have outdoor living spaces which measure ~18.4m ² (when excluding the first floor overhang) Units 14-15, 18-20, 26-28 and 31-33 have outdoor living spaces which measure ~19.8m ² (when excluding the first floor overhang) Unit 23 has an outdoor living space which measures ~16.4m ² (when excluding the first floor overhang) |
| MRZ-REQ9 Outlook Space | | |
| 10. When compliance with any of MRZ-REQ9.1, MRZ-REQ9.2, MRZ-REQ9.3, MRZ-REQ9.4, MRZ-REQ9.5, MRZ-REQ9.6, MRZ-REQ9.7, MRZ-REQ9.8 or MRZ-REQ9.9 is not achieved: RDIS | Restricted Discretionary | The principal outlook spaces for every unit, except Units 22 and 24 will not measure 4m in width, as they are narrowed by the wing walls - 3.8m width proposed due to the wingwalls. The outlook spaces for Units 22 and 24 do not have a depth of 4m - 3.85m proposed to the boundary fence. |
| TRAN - TRANSPORT | | |
| TRAN-REQ3 Number of Vehicle Crossings | | |
| 2. When compliance with any of TRANREQ3.1 is not achieved: RDIS | Restricted Discretionary | Two vehicle crossings are proposed, however both are two way, where only one is permitted. |

| TRAN-REQ7 Accessway design, formation and use | | |
|--|---------------------------------|--|
| 16C. When compliance with any of TRAN-REQ7.16A and TRAN-REQ7.16B is not achieved: RDIS | Restricted Discretionary | The main access to the car park (for units 13-34) serves more than four sites/12 units and therefore should be a road. |
| TRAN-REQ16 Vehicle manoeuvring | | |
| 5. When compliance with TRAN-REQ16.2 is not achieved: DIS | Restricted Discretionary | Additional reverse manoeuvres are required from some car parking spaces. |
| EW EARTHWORKS | | |
| EW-REQ1 Volume of Earthworks | | |
| 2. When compliance with EW-REQ1.1. is not achieved: RDIS | Restricted Discretionary | 245m ³ of earthworks are proposed across the whole site. |

13. Therefore, the land use proposal is a **restricted discretionary** activity under the Partially Operative Plan.

Operative Selwyn District Plan (2016), Rural Volume (“the Operative Plan”)

14. The application site is zoned Outer Plains. The site is not subject to any other overlays or features.
15. The Council released the Appeals Version of the Partially Operative Selwyn District Plan on 27 November 2023. Many provisions are beyond challenge and are operative/treated as operative (pursuant to cl 103 of Schedule 1 and s 86F of the Act), and the corresponding provisions in the Operative Plan are treated as inoperative.
16. All rules that would apply to this proposal are now treated as inoperative and the proposal is a permitted activity under the Operative Plan.

National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES-CS)

17. Although the proposal involves soil disturbance the underlying subdivision consents have remediated this previously and no other activities have subsequently occurred on site. Therefore, the NES-CS does not apply.

Overall Activity Status

18. The proposal is being considered as a Restricted Discretionary activity overall.

Written Approvals (Sections 95D(e), 95E(3)(a) and 104(3)(a)(ii))

19. The provision of written approvals is relevant to the notification and substantive assessments of the effects of a proposal under sections 95D, 95E(3)(a) and 104(3)(a)(ii). Where written approval has been provided, the consent authority must not have regard to any effect on that person. In addition, that person is not to be considered an affected person for the purposes of limited notification.
20. No written approvals have been provided.

Notification Assessment

Assessment of Adverse Environmental Effects (Sections 95A, 95B, 95D and 95E)

Permitted Baseline

21. Sections 95D(b) and 95E(2)(a) allow that a consent authority “may disregard an adverse effect” if a rule or a national environmental standard permits an activity with that effect, a concept known as ‘the permitted baseline’. The application of the permitted baseline is discretionary, as denoted by the use of the word “may”. It is understood that its intention is to identify and exclude those adverse effects that would be permitted by the Plan from consideration.

22. In this case, it is permitted to construct three residential units which comply with the relevant built form standards. Given the scale of the proposal, I do not consider there is a relevant permitted baseline.
23. I do however consider that the built form standards provide an appropriate context against which to assess the anticipated outcomes, noting that this is one of, if not the first, application to take advantage of the MRZ zoning in terms of typologies and densities proposed within the locality.

Receiving Environment

24. The receiving environment for this proposal includes the existing environment and the future environment as it could be, i.e. as modified by non-fanciful permitted activities and unimplemented resource consents. In this case, the receiving environment is likely to change as of right, notably on the smaller surrounding sections, which are likely to be developed to contain a single residential unit, notwithstanding that the plan provisions enable up to 3 residential units (where not restricted by consent notices). The site to the west is likely to develop in line with the development area requirements as a commercial centre, although this will require one or more resource consents given the zoning.

Restrictions on Matters Considered

25. The status of the activity is **restricted discretionary**. As such, the assessment is restricted to the relevant matters identified in the Partially Operative District Plan.

Adverse Effects

26. The adverse effects that might be considered relevant to this proposal are, streetscape, character and urban design, amenity, transport and earthworks. On site amenity effects are considered as part of the s104 assessment below.

Adverse streetscape, character and urban design effects

27. The proposal provides for 34 residential units, split across 7 blocks, with a split of two and three bedroom units. Units 1-12 are located off a shared driveway, whilst Units 13-34 form a perimeter block, with a centrally located shared car park. The proposal is supported by an Urban Design Assessment (UDA) by DCM Urban, dated 6 November 2025.
28. This UDA steps through the relevant objectives and policies and the relevant matters of discretion and built form requirements. In summary the UDA considers:
- The proposal is a well-considered medium density development that aligns with the intended character.
 - Achieving a high level of on-site amenity, good street engagement, and a sense of safety and community through passive surveillance and CPTED principles.
 - The proposed units are orientated either towards Strouts Drive, Fitzgerald Lane or the internal accessways, and they include living areas and glazing to support activation and passive surveillance within the site and over the street.
 - The variation in roof form, façade materials, and proposed landscaping helps to break up the visual bulk of the buildings and enhances amenity.
 - The outdoor living spaces are oriented north, east, or west to optimise privacy and solar access.
 - Parking, waste storage, and circulation are well integrated and screened appropriately.
 - Clear accessways, passive surveillance, and low planting enhance safety and visibility across the development. Appropriate lighting will be provided .
 - I note that a lighting plan was completed after this UDA and a condition of consent is offered to install and maintain this.
29. In terms of the setback breach to the Strouts Drive boundary (noting this has been reduced by the updated plans), DCM consider *'The reduced setback contributes to a more defined street frontage'* and *'There is adequate separation between buildings and the street, and the overall streetscape character will not be*

adversely affected'. For the shortfall in glazing towards the street, DCM consider 'the façades incorporate sufficient articulation, variation in materials, and the front entrances are visible from the street, providing a well-defined street edge and passive surveillance opportunities. This has been further mitigated by kitchen and living spaces overlooking internal accessways or the street, and front doors opening directly onto the street, which ensures natural surveillance and activation'.

30. The AEE also provides an assessment at Paragraphs 38-51 of the relevant matters that relate to the road boundary setback (I note here that only Strouts Drive is a road boundary, with Fitzgerald Lane being a private lane and subject to the 'internal boundary' standard, and this is discussed below under 'adverse amenity effects').
31. The agent concurs with the UDA and notes that the proposal maintains open frontages to the road, with landscaping softening the building form and mitigating any dominance effects. Passive surveillance is provided to the street from kitchen/living windows and pedestrian doors facing the road. In terms of the windows/glazing to the street, the agent notes that the street facing elevations provide a balance between interaction with the street and privacy for occupants, along with visual interest through varied cladding and design. Finally, the agent notes fencing along Strouts Drive is 1.8m high in the road setback. This screens the outdoor areas of Units 1 and 7 and has landscaping in front, which softens this.
32. The proposal has been reviewed by Mr Andy Long, Council's Urban Designer. Mr Long in his initial comments considered that the upper floor of Units 13-21 would be dominant when viewed from Strouts Drive given their proximity to the footpath and two storey design, additionally the shortfall in glazing facing the street for these units would not provide sufficient overlooking of the street. Mr Long considered that moving the units back, in line with Units 1-7 would be appropriate, and that the introduction of a glazed panel into each front door would provide an increased level of overlooking whilst also balancing the privacy of future occupants. The applicant has provided updated plans to incorporate these recommendations.
33. For completeness, regarding the interface with Fitzgerald Lane, I note that while this is legally a private access lot, it functions physically as a road. Although technically an internal boundary, the interface is designed to operate as a street frontage. The proposed 0.8m setback allows for the introduction of soft landscaping which, in conjunction with the architectural modulation of the façade, breaks up the visual mass of the buildings. Given that the lane serves as a vehicle and pedestrian thoroughfare rather than a private residential neighbour, the reduced setback will not compromise privacy. Instead, it provides a defined edge that provides some activation to the lane while maintaining a sense of openness appropriate for the planned urban form. Whilst the fencing for Unit 23 would be hard up to this boundary, it is bound on both sides by more open, landscaped frontages which soften this frontage.
34. Finally, in terms of waste collection, Units 1-12 will be from Strouts Drive via standard Council kerbside service. Units 13-34, which form the perimeter block around the central car park, will rely on a private collection service given the communal bin area. Consequently, a specific Waste Management Plan condition is offered to ensure this communal arrangement is effectively managed
35. Mr Long provided a final email memo dated 1 December 2025, which confirmed that given the changes, he had no concerns with the proposal. I adopt the expert advice provided by both DCM and Mr Long and given this, am of the view that any adverse streetscape, character and urban design effects to be no more than minor on the environment and less than minor on any persons.

Adverse amenity effects

36. The application site complies with the relevant built form standards as it relates to the three, residentially zoned, sites to the south (25-29 Chudleigh Drive). Whilst the proposal results in six units, spanning across these three sites, this is two units per boundary and is consistent with the anticipated urban form. Whilst there would be two storey built form and upper level windows, these all comply with the relevant standards and in this context, I consider any adverse effects on these persons residential amenities would be less than minor.
37. In terms of the setbacks from Fitzgerald Lane, noting this is an 'internal boundary' as it's a private lane it functions as a transport corridor. The lane itself provides a substantial physical buffer to any other sites. The proposed landscaping will further soften this interface. Therefore, I consider that any adverse effects on the lane and any users of it would be less than minor, noting the lane is solely for transport and does not possess residential amenity value.
38. Strouts Drive and Fitzgerald Lane provide appropriate setbacks to all other persons, such that any adverse effects on any other person's amenities would be negligible.

Adverse transport effects

39. The application proposes two vehicle crossings, where one is permitted, the northernmost access, servicing the central car park should be a road, as this serves more than twelve units (interpreted as four sites with three units each). Internally, additional manoeuvres are required to exit some car parking spaces.
40. In terms of onsite manoeuvring, the agent notes at paragraph 112 that '*manoeuvring occurs well away from the road boundary, so it is not anticipated to lead to any off-site effects. The residents of these units will become aware of and tolerant of the manoeuvring requirements of these spaces.* I concur with this and consider that any adverse effects on the safety and efficiency of the transport network, including any persons (utilising all modes) within the site, would be less than minor.
41. The proposal utilises two vehicle crossings along Strouts Drive, both would serve solely residential units with standard day to day residential movements, along with weekly waste collection, being the predominant use. Both vehicle crossings provide for safe and efficient manoeuvring to and from the sites and Strouts Drive with both separated from intersections or other vehicle crossings. I also note that the subject site could be subdivided to provide for two sites and each site would then be permitted a single crossing, resulting in the same outcome. Given this context, I consider any adverse safety and efficiency effects on the transport network would be less than minor both on the wider environment and any persons.
42. The central car park area, should, given the number of units which utilise this, be served by a road. Mr Nick Fuller, Transport Engineer at Novo Group provided a memo dated 1 December 2025 which considers this arrangement. Mr Fuller notes that internally, some parking spaces do require additional manoeuvres to exit, as noted above, and there are separate pedestrian paths provided around the car parking area, to ensure pedestrian safety. The access has a width of 5.5m, with 4m dedicated to vehicles and 1.5m shared with pedestrians, with the units having direct pedestrian access from their frontages, with no requirement to go through the car parking area. Private waste collection is proposed for these units, with this vehicle being able to manoeuvre within the car parking area. The vehicle access and crossing are well separated from others, and the road network will still be able to operate safely and efficiently given the low volumes anticipated and noting that a peak hour use of this car park is likely to be around 20 vehicles per hour (one per three minutes). Given that no further development will occur, beyond this proposal for this access, Mr Fuller concludes that the access is practical and functional and, in his view, would have less than minor transport effects.
43. The matters of discretion for the number of units, also speak to the impact of on street parking. The application is also supported by an assessment by Mr Fuller (dated 7 November 2025) who considers that based on the average vehicle ownership rates and the number of proposed car parks proposed, on a worst case, the proposal may result in a demand for up to 22 on street car parking spaces. Mr Fuller notes that Fitzgerald Lane would not support any parking given its dimensions and therefore any on street demand is likely to occur on Strouts Drive, which based on the road at present, can accommodate up to 25 parked vehicles. Mr Fuller notes that this may result in some areas of single file traffic, although the road dimensions here should enable parking and two way traffic given the 9m wide carriageway. Furthermore, I note that parking is possible along Chudleigh Drive, which specifically provides for on street parking. In the context of this being based on a worst case scenario of vehicle ownership matching that typical across Lincoln, rather than being typical of the two bedroom units proposed, I am of the view that any on street parking can be accommodated within the surrounding road network and would not result in more than minor adverse effects on the safety and efficiency of the transport network. Any adverse effects on any identifiable persons would be less than minor.
44. Overall and in the context of the above, the proposal would result, at worst, in minor, but not more than minor adverse transport effects, notably in terms of safety and efficiency. Any adverse effects on any identifiable persons would be less than minor.

Adverse earthworks effects

45. The proposal involves earthworks across the site, outside of the building footprints and the 2m offset (these are subject to a building consent) to enable the construction of the parking/access areas and outdoor areas. These will generally be a site scrape and then subsequent cut/fill, to create useable areas, with limited change to the ground levels as a result of these in relation to the boundaries.
46. These earthworks would be managed through a suite of conditions offered by the applicant such that they any adverse nuisance effects during these earthworks would be appropriately managed.

47. Given that levels will not change to any noticeable degree, there would be no adverse effects on the amenities here, with limited earthworks in proximity to boundaries. Given the nature of the site and limited extent of overall change, the proposed works do not result in any degree of site instability.
48. In this context and subject to the offered conditions of consent, I consider any adverse effects as a result of the proposed earthworks would be appropriately managed and mitigated and would be less than minor on both the environment and any persons.

Conclusion

49. Any adverse effects are considered to be less than minor, in terms of adjacent persons and the wider environment.

Public Notification (Section 95A)

50. Section 95A states that a consent authority must follow the steps in the order given to determine whether to publicly notify an application for resource consent.

| STEP 1: MANDATORY PUBLIC NOTIFICATION IN CERTAIN CIRCUMSTANCES (SECTIONS 95A(2) AND 95A(3)) | |
|---|----|
| Has the applicant requested the application is publicly notified? | No |
| Is public notification required under section 95C (no response or refusal to provide information or agree to the commissioning of a report under section 92)? | No |
| Has the application has been made jointly with an application to exchange recreation reserve land under section 15AA of the Reserves Act 1977? | No |

| STEP 2: PUBLIC NOTIFICATION PRECLUDED IN CERTAIN CIRCUMSTANCES (SECTIONS 95A(4) AND 95A(5)) | |
|--|----|
| Are all activities in the application subject to one or more rules or national environmental standards that preclude public notification? | No |
| Is the application for one or more of the following, but no other types of activities: A controlled activity? A boundary activity only (as per the definition of "boundary activity" in s 87AAB of the Act)? | No |

| STEP 3: PUBLIC NOTIFICATION REQUIRED IN CERTAIN CIRCUMSTANCES (SECTIONS 95A(7) AND 95A(8)) | |
|---|----|
| Is the activity subject to a rule or national environmental standard that requires public notification? | No |
| Will the activity have, or is it likely to have, adverse effects on the environment that are more than minor? | No |

| STEP 4: PUBLIC NOTIFICATION IN SPECIAL CIRCUMSTANCES (SECTION 95A(9)) | |
|---|----|
| Do special circumstances exist in relation to the application that warrant public notification? | No |

Conclusion

51. In conclusion, in accordance with the provisions of section 95A, the application must not be publicly notified and a determination on limited notification must be made, as follows.

Limited Notification (Section 95B)

52. Section 95B states that a consent authority must follow the steps in the order given to determine whether to give limited notification of an application for resource consent, if it is not publicly notified under section 95A.

| STEP 1: CERTAIN AFFECTED GROUPS AND AFFECTED PERSONS MUST BE NOTIFIED (SECTIONS 95B(1)-(4)) | |
|--|----|
| Are there any affected protected customary rights groups, as defined in s 95F? | No |

| | |
|---|----|
| Are there any affected customary marine title groups, as defined in s 95G (in the case of an application for a resource consent for an accommodated activity (as defined in the Act))? | No |
| Is the proposed activity on or adjacent to, or may it affect, land that is the subject of a statutory acknowledgement made in accordance with an Act specified in Schedule 11; and is the person to whom that statutory acknowledgement is made an affected person under s 95E? | No |

STEP 2: LIMITED NOTIFICATION PRECLUDED IN CERTAIN CIRCUMSTANCES (SECTIONS 95B(5) AND 95B(6))

| | |
|--|----|
| Are all activities in the application subject to one or more rules or national environmental standards that preclude limited notification? | No |
| Is the application for a controlled activity under the district plan only and not a subdivision of land? | No |

STEP 3: CERTAIN OTHER AFFECTED PERSONS MUST BE NOTIFIED (SECTIONS 95B(7)-(9))

| | |
|--|----|
| In the case of a "boundary activity", is an owner of an allotment with an infringed boundary an affected person? | No |
| For any other activity, are there any affected persons in accordance with section 95E of the Act (as assessed in the Assessment of Adverse Environmental Effects above)? | No |

STEP 4: LIMITED NOTIFICATION IN SPECIAL CIRCUMSTANCES

| | |
|--|----|
| Do any special circumstances exist in relation to the application that warrant notification to any other persons not already determined to be eligible for limited notification (excludes persons assessed under section 95E as not being affected)? | No |
|--|----|

Conclusion

53. In conclusion, in accordance with the provisions of section 95B, the application must not be limited notified.

Notification Recommendation

54. I recommend that the application(s) RC256029 be processed on a **non-notified** basis in accordance with sections 95A-E of the Resource Management Act 1991.

| | |
|---|-----------------------|
| Report by: Jonathan Gregg Consultant Planner | Date: 4 December 2025 |
|---|-----------------------|

Notification Decision

55. For the reasons set out in the report above, the Notification Recommendation is adopted under delegated authority.

| | |
|---|-----------------------|
|  Commissioner O'Connell | Date: 8 December 2025 |
|---|-----------------------|

Section 104 Assessment

56. Section 104 of the Act sets out the matters the Council must have regard to when considering an application for resource consent.
57. Section 104(1), in particular, states as follows:

104 Consideration of applications

- (1) *When considering an application for a resource consent and any submissions received, the consent authority must, subject to Part 2 and section 77M [Effect of incorporation of MDRS in district plan], have regard to—*
- (a) *any actual and potential effects on the environment of allowing the activity; and*
 - (ab) *any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity; and*
 - (b) *any relevant provisions of—*
 - (i) *a national environmental standard;*
 - (ii) *other regulations;*
 - (iii) *a national policy statement;*
 - (iv) *a New Zealand coastal policy statement;*
 - (v) *a regional policy statement or proposed regional policy statement;*
 - (vi) *a plan or proposed plan; and*
 - (c) *any other matter the consent authority considers relevant and reasonably necessary to determine the application.*

...

58. Section 104(2) states that a consent authority may disregard an adverse effect of the activity on the environment if a national environmental standard or the plan, i.e. the operative plan, permits an activity with that effect.
59. Section 104C applies to restricted discretionary activities. It requires that the consent authority must only consider those matters over which its discretion is restricted in a plan, national environmental standard or other relevant regulations. It allows that the consent authority may grant or refuse the application, and, if granted, it may impose conditions under s 108, but only for those matters over which discretion has been restricted.

Section 104(1)(a) - Effects on the Environment

60. An assessment of the adverse environmental effects of the proposal was completed above as part of the notification section of this report. That assessment is equally applicable to section 104 and is applied as such. Again, it is noted that the permitted baseline is relevant (section 104(2)), and regard must not be had to any person who has given written approval (section 104(3)(ii)).
61. All the outdoor living spaces, except Unit 23, measure at least 20m² at ground level, although some are overhung by buildings, which reduces their dimension, noting these spaces should be 'free of buildings'. Notwithstanding this, all these areas are considered to appropriately provide for the outdoor living needs of future occupants. All outdoor areas are at the rear of the units, not between the unit and the street, except for Unit 1 and 7 which are 'side on' with limited fencing setback from the street with planting in front, as noted above.
62. Mr Long raised concerns with regard to the shading of the outdoor living spaces for Block A (Units 1-6) by Block B (Units 7-12) given their orientation and site layout. The application includes two videos, one for the equinox and one for the winter solstice. These demonstrate that during winter, these outdoor areas will be almost fully shaded, whilst during the equinox any shading results from the fencing rather than Block B. In this context, and noting given the separation, even if there were an internal boundary, these units would likely comply with the daylight recession plane, I am of the view that any resultant shading on these outdoor spaces

is anticipated by the district plan and overall, I consider that the outdoor living is appropriate for future occupiers and would meet their needs. Any adverse effects are negligible and acceptable.

63. No units comply with the 4m x 4m outlook space, as the wing walls for all units apart from 22 and 24 narrow the width, whilst for 22 and 24, the boundary fencing reduces their depth. In both cases, the depth or width far exceeds the 4m required and mitigates the small shortfall in the other direction. All rooms will continue to receive good access to sunlight and daylight and will have an appropriate sense of spaciousness, and the shortfalls do not result in any privacy concerns. I concur with the agent that any adverse effect is negligible and acceptable.
64. It is also appropriate to consider the positive effects of the proposal at this section 104 stage. The proposal will increase housing supply across the district, including introducing a denser typology which provides housing choice.
65. As concluded in my notification assessment, I consider that the adverse effects on the environment resulting from the proposal will be less than minor and overall, I conclude that the adverse effects of the proposal will be acceptable.

Section 106A - Natural Hazards

66. Section 106A of the Act states as follows:

106A Consent authority may refuse land use consent in certain circumstances

- (1) *A consent authority may refuse to grant a land use consent, or may grant the consent subject to conditions, if it considers that there is a significant risk from natural hazards.*
- (2) *For the purpose of subsection (1), an assessment of the risk from natural hazards requires a combined assessment of all of the following taken together:*
- (a) the likelihood of natural hazards occurring (whether individually or in combination); and*
 - (b) the material damage to land in respect of which the consent is sought, other land, or structures that would result from natural hazards; and*
 - (c) whether the proposed use of the land would accelerate, worsen, or result in material damage of the kind referred to in paragraph (b);*
 - (d) whether the proposed use of the land would result in adverse effects on the health or safety of people.*
- (3) *Conditions under subsection (1) must be—*
- (a) for the purposes of avoiding, remedying, or mitigating the effects referred to in subsection (1); and*
 - (b) of a type that could be imposed under section 108.*
- (4) *This section does not apply to land use consents if the use of the land for which the consent is sought is—*
- (a) construction, upgrade, maintenance, or operation of infrastructure; or*
 - (b) primary production activities, as described in the national planning standards.*

67. As noted above, a Flood Assessment Certificate has been obtained, and the buildings will all comply with the required minimum floor level. Given this and noting the recent subdivision works across the site, it is not considered that there are any significant risk of natural hazards.

Section 104(1)(b) – Relevant Provisions of Statutory Documents

District Plans (section 104(1)(b)(vi))

Operative Plan – Objectives and Policies

68. The proposal is now permitted by the Operative Plan, noting any relevant rules are inoperative such that I consider it would be consistent with the outcomes sought.

Partially Operative Plan – Objectives and Policies

69. The Partially Operative Plan objectives and policies that I consider relevant relate to the residential, earthworks and transport provisions.

Residential

70. MRZ-O1 looks to provide for development responds to the anticipated urban built character. RESZ-O1 looks for safe, convenient, pleasant, and healthy living environments that meet the needs and preferences of the community and RESZ-O3 looks to provide a wide range of typologies and densities to provide choice and cater for population growth and change. RESZ-O4 seeks to provide for increased density in close proximity to activity centres. RESZ-O5 seeks quality on-site residential amenity for residents and adjoining sites and achieves attractive and safe streets and public open spaces. RESZ-P1 and MRZ-P1 reinforce the range and type of housing, notably including 3-storey residential units, RESZ-P3 looks to achieve the planned urban form of the zone, whilst ensuring that the scale of buildings is appropriate, the building enables privacy, access to sunlight and daylight and enables landscaping and manoeuvring to be accommodated. RESZ-P4 looks to ensure that the appearance of buildings maintains an overall coherence whilst providing variation through the use of a range of materials, repeated patterns, and façade spacing. RESZ-P5 reinforces RESZ-O5, whilst RESZ-P8 and RESZ-P9 seek useable outdoor living spaces and landscaping and fencing that contributes to attractive and safe streets and public open spaces.
71. The proposal is of a typology and density that provides choice, with both two and three bedroom units, and is consistent with the planned urban form for the zone. Each unit would provide on-site amenity for both occupiers and adjoining sites and contributes to safe and attractive streets, given the proposed relationship with Strouts Drive and Fitzgerald Lane (noting this is a private lane and not a road).
72. The buildings provide a coherent appearance, whilst using varied roof forms and materials to create interest and provide for amenity. Good access to sunlight and daylight is provided, noting that during winter this is limited for some units given the orientation. Privacy is maintained for future occupants. The site incorporates landscaping consistent with levels anticipated and on site manoeuvring is provided for vehicles.
73. I consider the proposal is consistent with the provisions in so far as they relate to the residential zoning.

Transport

74. TRAN-O1 seeks a transport system that is safe, efficient, and effective for all modes with a view to reducing dependency on private motor vehicles. TRAN-P1 reinforces this objective and TRAN-P9 looks to manage the design and layout of parking areas to maintain the safe and efficient operation of land transport corridors. TRAN-P11 looks to manage vehicle crossings and accessways to maintain the safe and efficient operation of land transport corridors. It further seeks this through requiring formed accesses to the road and minimising the need to reverse onto collector roads.
75. Given the context, the proposal provides appropriate access to the road network. All vehicles are able to manoeuvre on site to exit onto Strouts Drive in a forward gear and the parking areas are designed appropriately. Overall and noting the expert advice, the proposal would maintain the safe and efficient operation of the transport network, and I therefore consider it would be consistent with these provisions.

Earthworks

76. EW-O1 looks to ensure earthworks are undertaken to limit adverse effects on the wider environment. EW-P1 seeks to manage temporary earthworks that would create adverse effects beyond the boundaries, whilst recognising these need to be enabled. EW-P3 looks to limit erosion, inundation, or siltation and EW-P4 again looks to minimise adverse visual amenity and nuisance effects both during and on completion of earthworks.
77. The proposal would manage the earthworks with a suite of conditions which would appropriately manage and mitigate any adverse effects associated with them, including nuisance, siltation and runoff. The works would not result in any permanent change to levels here that would result in any adverse visual amenity effects upon completion. Any adverse visual amenity effects would be minimised given they would be limited to a short timeframe associated with construction works.
78. Given this, I consider the proposed earthworks would be managed in a way that would be entirely consistent with these provisions.

Conclusion

79. Overall, I consider the proposal to be consistent with the Partially Operative Plan.

Plan Weighting

80. Section 104(1)(b)(vi) requires the consent authority to have regard to an [operative] plan or proposed plan. Where there is conflict between the provisions of an operative and proposed plan, a weighting assessment is required to determine which plan may be afforded more weight.
81. Case law indicates that the extent to which the provisions of the proposed plan are relevant should be considered on a case-by-case basis and might include:
- how far through the plan making process the proposed plan is, and the extent to which it has been tested and undergone independent decision making;
 - any circumstances of injustice if the provisions are given more or less weight;
 - the extent to which a new provision, or the absence of a provision, implements a coherent pattern of objectives and policies;
 - whether the new provisions represent a significant shift in Council policy; and
 - whether the new provisions are in accordance with Part 2 of the Act.
82. Given the ODP rules are no longer operative, I consider that significant weight should be given to the PODP.

Other Relevant Documents (section 104(1)(b)(i)-(v))

Canterbury Regional Policy Statement (CRPS)

83. The District Plans give effect to the relevant higher order documents, including the CRPS. Therefore, I consider there is no need to assess these provisions.

National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES-CS)

84. The NES-CS was discussed earlier in this report, with my conclusion being that the NES-CS is not applicable.

Section 104(1)(c) – Other Matters

Selwyn District Council Residential Development Design Guide (2024)

85. This document is intended as a supplementary document to the provisions in the District Plan and linked to the Engineering Code of Practice
86. The UDA has also provided an assessment against the Residential Development Design Guide, which breaks down design outcomes into six categories, the neighbourhood, the block, the street, the site, built form and density. The UDA provides a summary assessment against these at pages 6-8 and I agree with this. Mr Andy Long, Council's Urban Design expert has not provided any different commentary. I therefore consider the proposal is consistent with this design guide.
87. No other matters are considered relevant to assessing this application.

Part 2 – Purpose and principles

88. The consideration under section 104 is subject to Part 2 of the Act – Purpose and principles.
89. The purpose of the Act is contained within section 5 and it is to promote the sustainable management of natural and physical resources. *Sustainable management* means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while: sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and avoiding, remedying, or mitigating any adverse effects of activities on the environment.

90. The other sections of Part 2, sections 6, 7 and 8, address matters of national importance, other matters and Te Tiriti o Waitangi (the Treaty of Waitangi) respectively.
91. The relevant District Plans have been prepared having regard to Part 2, with a coherent set of policies designed to achieve clear environmental outcomes; therefore, taking into account relevant case law, I consider that assessment under Part 2 is not necessary.

Conclusions

92. The application is for the following consents:
- RC256029 - Land Use (s9) - To undertake a 34-unit residential unit development
93. Overall, the application is for a restricted discretionary activity.
94. Any adverse effects on the environment, or any persons, are considered to be less than minor.
95. There are no significant natural hazard risk that would warrant refusal under s106A.
96. The proposal is generally consistent with the objectives and policies of both the ODP and PODP.
97. The proposal is consistent with the other identified statutory documents.
98. No other matters are considered relevant.
99. Having considered all relevant matters, I conclude that the application may be granted, subject to conditions of consent.

Recommendation

100. I recommend that land use consent RC256029 is granted, pursuant to sections 104, 104C and 106A of the Resource Management Act 1991, subject to the conditions of consent below pursuant to sections 108 and 108AA of the Act.

| | |
|---|-----------------------|
| Report by: Jonathan Gregg Consultant Planner | Date: 4 December 2025 |
|---|-----------------------|

Decision

101. For the reasons set out in the report above, the Recommendation is adopted under delegated authority.

| | |
|---|-----------------------|
|  Commissioner O'Connell | Date: 8 December 2025 |
|---|-----------------------|

Conditions of Consent

RC256029 Land Use Consent Conditions

1. The proposal shall proceed in general accordance with the information formally received with the application on 12 November 2025, the further information provided on 27 November and 1 December 2025, and the attached stamped Approved Plan entitled *Lots 201-202 Earlsbrook* and dated November 2025, except where another condition of this consent must be complied with.
2. The consent holder must undertake works in general accordance with the Engineering Approval issued on 11 November 2025, titled 'RE: Engineering Approval – RC245394 – Lots 201 & 202 Earlsbrook'.

Earthworks

3. All earthworks must be carried out in accordance with a site-specific Erosion and Sediment Control Plan (ESCP), prepared by a suitably qualified and experienced professional, which follows the best practice principles, techniques, inspections and monitoring for erosion and sediment control contained in Environment Canterbury's Erosion and Sediment Control Toolbox for Canterbury <http://esc.canterbury.co.nz/>. The ESCP must be held on site at all times and made available to the Council on request.
4. The consent holder must notify Selwyn District Council no less than ten working days prior to works commencing, (via email to Compliance@selwyn.govt.nz) of the earthworks start date and the name and contact details of the site supervisor. The consent holder must at this time also provide confirmation of the installation of ESCP measures as per the plan referred to in Condition 3 above.
5. Run-off must be controlled to prevent muddy water flowing, or earth slipping, onto neighbouring properties, legal road (including kerb and channel), or into a river, stream, drain or wetland. Sediment, earth or debris must not fall or collect on land beyond the site or enter the Council's stormwater system. All muddy water must be treated, using at a minimum the erosion and sediment control measures detailed in the site-specific Erosion and Sediment Control Plan, prior to discharge to the Council's stormwater system.

Advice Note: For the purpose of this condition muddy water is defined as water with a total suspended solid (TSS) content greater than 50mg/L.

6. No earthworks may commence until the ESCP has been implemented on site. The ESCP measures must be maintained over the period of the construction phase, until the site is stabilised (i.e. no longer producing dust or water-borne sediment). The ESCP must be improved if initial and/or standard measures are found to be inadequate. All disturbed surfaces must be adequately topsoiled and vegetated or otherwise stabilised as soon as possible to limit sediment mobilisation.
7. Dust emissions must be appropriately managed within the boundary of the property. Dust mitigation measures such as water carts, sprinklers or polymers must be used on any exposed areas. The roads to and from the site, and the site entrance and exit, must remain tidy and free of dust and dirt at all times.

Landscaping

8. The proposed landscaping must be established in accordance with the Landscape Plan, dated 23 October 2025 and labelled RC256029
9. The proposed landscaping must be established on site within the first planting season (extending from 1 April to 30 September) following the establishment of the residential units.
10. All landscaping required for this consent must be maintained. Any dead, diseased, or damaged landscaping must be replaced by the consent holder within the following planting season (extending from 1 April to 30 September) with trees/shrubs of similar species to the existing landscaping.
11. The fencing along the road boundary and landscaping within the development must be undertaken in accordance with the Landscape Plan, dated 23 October 2025 and ground floor plan (drawing 0.6) dated November 2025.

Lighting

12. The consent holder must ensure that, prior to the occupation of any of the residential units, the Lighting Plan submitted with the application (*New Residential Development Exterior Lighting Plan - Lots 201 - 202 Earlsbrook, Fitzgerald Lane, Lincoln by telfers dated 11/11/25*) is installed and operating
13. The Lighting must be maintained and replaced as necessary to ensure it meets the requirements of the lighting plan referenced under condition 12 throughout the lifetime of the development.

Waste Management

14. Prior to the occupation of Units 13–34, the Consent Holder shall submit a Waste Management Plan (WMP) to the Council's Compliance Team (or their nominee) (at Compliance@selwyn.govt.nz) for certification.
 - a. The WMP must cover the collection and disposal of refuse, recycling, and organic waste (if applicable) for Units 13–34. The plan shall demonstrate, to the satisfaction of the Council, that:
 - i. Adequate communal storage space is provided for the calculated volume of waste generated by Units 13–34.
 - ii. Details of the collection service are confirmed, including the operator and frequency of collection.
 - iii. Safe and efficient access is available for collection vehicles to the common bin area, or details on how bins will be transferred to the kerbside for collection.
 - iv. Procedures are in place for the regular cleaning and maintenance of the common bin area, including wash-down facilities and drainage.
 - v. Confirmation that a designated entity (e.g., Body Corporate or Residents' Society) is identified as responsible for the management of the WMP.

The certified Waste Management Plan shall be implemented prior to the occupation of the units and maintained at all times thereafter. Any amendments to the WMP must be approved by the Council prior to implementation

15. The waste collection for Units 13-34 must be managed as a single integrated service and they must continue to use a common waste collection system. The waste collection arrangements and service providers may be changed in the life of the development but must remain common for Units 13-34.

Attachment

1. RC256029 Land Use Approved Plan(s) - *Lots 201-202 Earlsbrook*

Development Contributions

Land Use Consent

102. Development contributions are not conditions of this resource consent and there is no right of objection or appeal under the Resource Management Act 1991. Objections and applications for reconsideration can be made under the Local Government Act 2002. Any objection or request for reconsideration must be made in writing in accordance with the Development Contribution Policy in place at the time of application.
103. Please note that a development contribution may be required under the provisions of the Council's Development Contributions Policy applicable at the time of application. The Council requires Development Contributions to be paid prior to the issue of the Code Compliance Certificate for a building consent, commencement of a Resource Consent, the issue of a section 224 certificate for a subdivision consent, or authorisation of a service connection.

104. Please contact our Development Contributions Assessor on 03 347 2800 or at development.contributions@selwyn.govt.nz

Selwyn District Council Advice Notes for the Consent Holder

Lapse Period (Land Use Consent)

- (a) Pursuant to section 125 of the Resource Management Act 1991, if not given effect to, this land use consent shall lapse five years after the date of issue of the decision, i.e. the date of receipt of the Notice of Decision email, unless before the consent lapses an application is made to the Council to extend the period after which the consent lapses and the Council decides to grant an extension.

Resource Consent Only

- (b) This consent is a Selwyn District Council resource consent under the Resource Management Act. It is not an approval under any other Act, Regulation or Bylaw. Separate applications will need to be made for any other approval, such as a water race bylaw approval or vehicle crossing approval.

Building Act

- (c) This consent is not an authority to build or to change the use of a building under the Building Act. Building consent may be required before construction begins or the use of the building changes.

Regional Consents

- (d) This activity may require resource consent(s) from Environment Canterbury (ECan). It is the consent holder's responsibility to ensure that all necessary resource consents are obtained prior to the commencement of the activity.

Monitoring

- (e) In accordance with section 36 of the Resource Management Act 1991, the following monitoring programme and associated fee has been charged: Specialised - Two site inspections.
- (f) If the conditions of this consent require any reports or information to be submitted to the Council, additional monitoring fees for the review and certification of reports or information will be charged on a time and cost basis. This may include consultant fees if the Council does not employ staff with the expertise to review the reports or information.
- (g) Where the conditions of this consent require any reports or information to be submitted to the Council, please forward to the Council's Compliance Team, compliance@selwyn.govt.nz
- (h) Any resource consent that requires additional monitoring due to non-compliance with the conditions of the resource consent will be charged additional monitoring fees at a time and cost basis.

Vehicle Crossings

- (i) Any new or upgraded vehicle crossing requires a vehicle crossing application from Council's Infrastructure Department prior to installation. For any questions regarding this process please contact transportation@selwyn.govt.nz. Use the following link for a vehicle crossing information pack and to apply online: [Selwyn District Council - Application to Form a Vehicle Crossing \(Entranceway\)](#)

Accessible Carparking Spaces

- (j) The District Plan and the Building Code have different requirements for accessible carparking. Therefore, the carparking plan approved as part of this resource consent may not comply with the Building Code. Early engagement with the building consent team is recommended to ensure all requirements can be met.

Impact on Council Assets

- (k) Any damage to fixtures or features within the Council road reserve that results from construction or demolition on the site shall be repaired or reinstated at the expense of the consent holder.

Vehicle Parking During the Construction Phase

- (l) Selwyn District Council is working to keep our footpaths safe and accessible for pedestrians, including school children. The Council also seeks to avoid damage to underground utility services under footpaths, e.g. fibre broadband. During the construction phase (and at all other times), please:
 - (i) park only on the road or fully within your property – it is illegal to obstruct or park on a footpath; and
 - (ii) arrange large deliveries outside of peak pedestrian hours, e.g. outside school start/finish times.

FIGURE & GROUND

Lots 201 - 202 Earlsbrook
Lincoln

AS APPROVED BY
SELWYN DISTRICT COUNCIL
Planning Department
RESOURCE CONSENT
RC256029
9/12/2025 freya.young

RESOURCE CONSENT

AS APPROVED BY
SELWYN DISTRICT COUNCIL
Planning Department
RESOURCE CONSENT
RC256029
9/12/2025 freya.young



FIGURE & GROUND

Lots 201-202 Earlsbrook

3D Perspective.

Drawing Sheet 0.2

Scale @A2
File 25.1000
Date November 2025
Drawn PS
Revision C

Figure & Ground
Level 1, 4 Walker Street
Christchurch Central 8011
p. 01 372 4333
e. info@figureandground.co.nz
w. www.figureandground.co.nz

RESOURCE CONSENT



FIGURE & GROUND

Lots 201-202 Earlsbrook

3D Perspective.

Drawing Sheet 0.3

Scale @A2
File 25.1000
Date November 2025
Drawn PS
Revision C

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Level 1, 4 Walker Street
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Planning Department
RESOURCE CONSENT
RC256029
9/12/2025 freya.young

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RC256029
9/12/2025 freya.young



FIGURE & GROUND

Lots 201-202 Earlshook

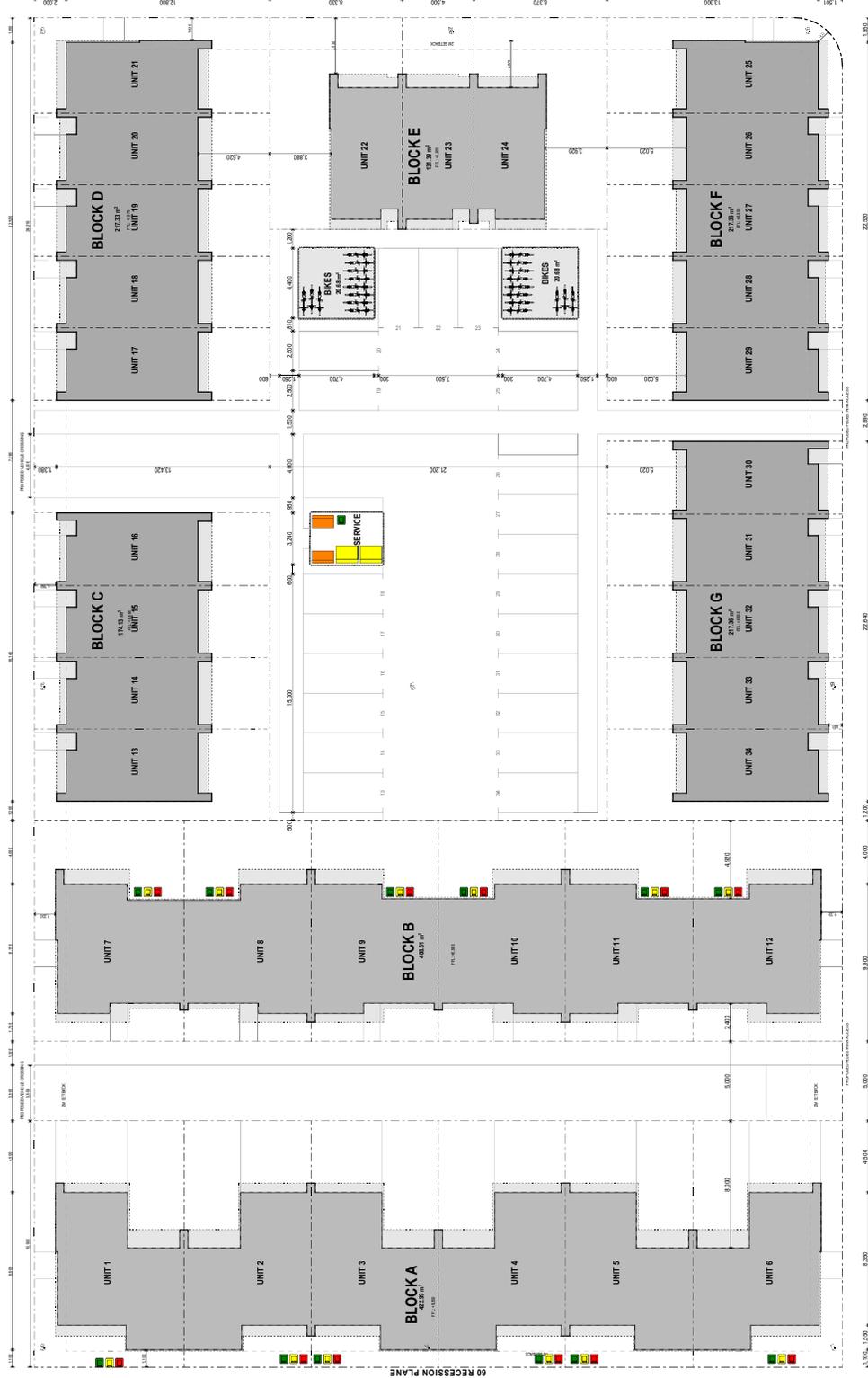
3D Perspective.

| | |
|---------------|---------------|
| Drawing Sheet | 04 |
| Scale | @A2 |
| File | 25.1000 |
| Date | November 2025 |
| Drawn | PS |
| Revision | C |

Figure & Ground
Level 1, 4 Walker Street
Christchurch Central 8011
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e. studio@figureandground.co.nz
w. www.figureandground.co.nz

RESOURCE CONSENT

STROUTS DRIVE



FITZGERALD LANE



FIGURE & GROUND

Lots 201-202 Earlsbrook

Site Plan.

Drawing Sheet 0.5

| | |
|--------|---------------|
| Scale | 1:200@A2 |
| File | 26.1000 |
| Date | November 2025 |
| Drawn | PS |
| Reason | D |

Figure & Ground
 Level 1, 4 Walker Street
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| BEDROOM | NUMBER | OCCUPANTS | TOTAL OCCUPANTS | GENERAL WASTE PIP | RECYCLING PIP | FOOD ONLY PIP |
|------------------------|--------|-----------|-----------------|------------------------|--------------------------|--------------------------|
| 2 BED | 21 | 31 | 66 | 20 | 0 | 2 |
| TOTAL OCCUPANTS | | | | TOTAL RC VOLUME | TOTAL FOOD VOLUME | TOTAL FOOD VOLUME |
| | | | | 27.77m ³ | 198m ³ | 132 |
| | | | | 2x1000 | 2x1000 | 1x1400 |

| UNITS | NUMBER | OCCUPANTS | TOTAL OCCUPANTS |
|--------------------|-----------|-----------|-----------------|
| TYPOLOGY A - 3 BED | 6 | 9 | 18 |
| TYPOLOGY B - 2 BED | 21 | 31 | 66 |
| TOTAL | 27 | 40 | 84 |

| SITE COVERAGE | AREA (m ²) | PERCENTAGE |
|----------------------|-----------------------------|--------------|
| BLOCK A | 42.9m ² | 1.1% |
| BLOCK B | 48.9m ² | 1.2% |
| BLOCK C | 174.1m ² | 4.4% |
| BLOCK D | 217.3m ² | 5.5% |
| BLOCK E | 131.3m ² | 3.3% |
| BLOCK F | 217.3m ² | 5.5% |
| BLOCK G | 217.3m ² | 5.5% |
| BLOCK H | 20.6m ² | 0.5% |
| TOTAL | 1,831.6m² | 47.1% |
| SITE AREA | 4,333.0m² | |
| SITE COVERAGE | | 42.4% |

SITE INFORMATION
 LEGAL DESCRIPTION:
 LOT 201-202 - DP 20860
 ADDRESS:
 Lots 201 - 202 Earlsbrook Lincoln
 WIND ZONE: High
 EARTHQUAKE ZONE: 2
 CORROSION ZONE: C

AS APPROVED BY
 SELWYN DISTRICT COUNCIL
 Planning Department
 RESOURCE CONSENT
 RC256029
 9/12/2025 freya.young

RESOURCE CONSENT

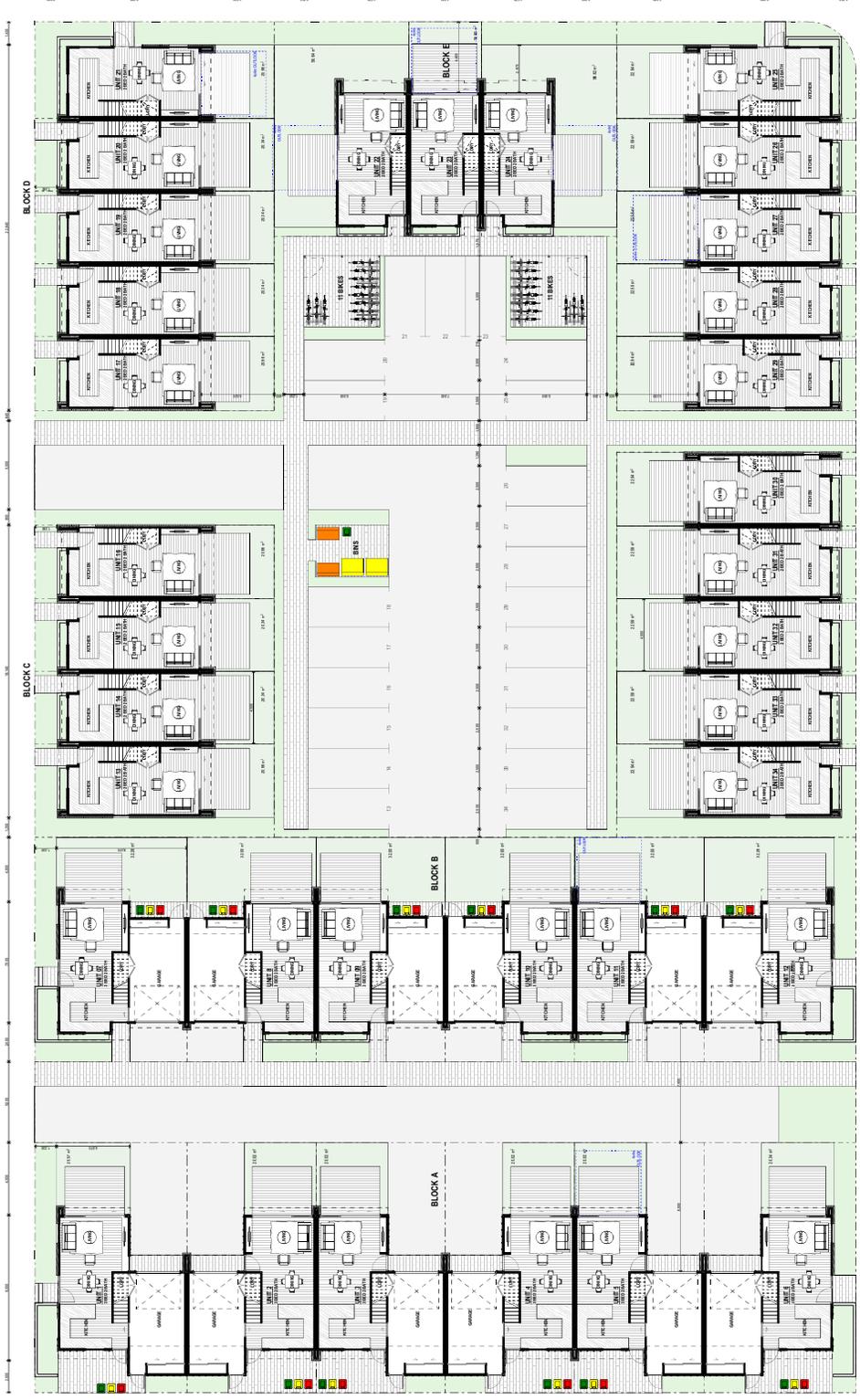


FIGURE & GROUND

Lots 201-202 Earlshook

Ground Floor Plan.

Drawing Sheet

0.6

Scale 1:200 @ A2

File 26.1000

Date November 2025

Drawn PS

Revision D

Figure & Ground

Level 1, 4 Walker Street

Christchurch Central 8011

p.03 372 4333

e. stamp@figureandground.co.nz

w. www.figureandground.co.nz

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 SELWYN DISTRICT COUNCIL
 Planning Department
 RESOURCE CONSENT
 RC256029
 9/12/2025 freya.young

| UNIT | GROUND | GARAGE | FIRST | TOTAL |
|-------------|----------------------|----------------------|----------------------|-------------------------|
| 1 | 62.52 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 2 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 3 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 4 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 5 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 6 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 7 | 62.52 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 8 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 9 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 10 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 11 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 12 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 13 | 62.52 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 14 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 15 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 16 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 17 | 62.52 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 18 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 19 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 20 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 21 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 22 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 23 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 24 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 25 | 62.52 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 26 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 27 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 28 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 29 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 30 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 31 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 32 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| 33 | 61.77 m ² | 21.21 m ² | 64.11 m ² | 124.33 m ² |
| 34 | 34.27 m ² | 21.21 m ² | 57.52 m ² | 92.99 m ² |
| TOTAL NET | | | | 2,324.19 m ² |
| TOTAL GROSS | | | | 2,973.30 m ² |

RESOURCE CONSENT

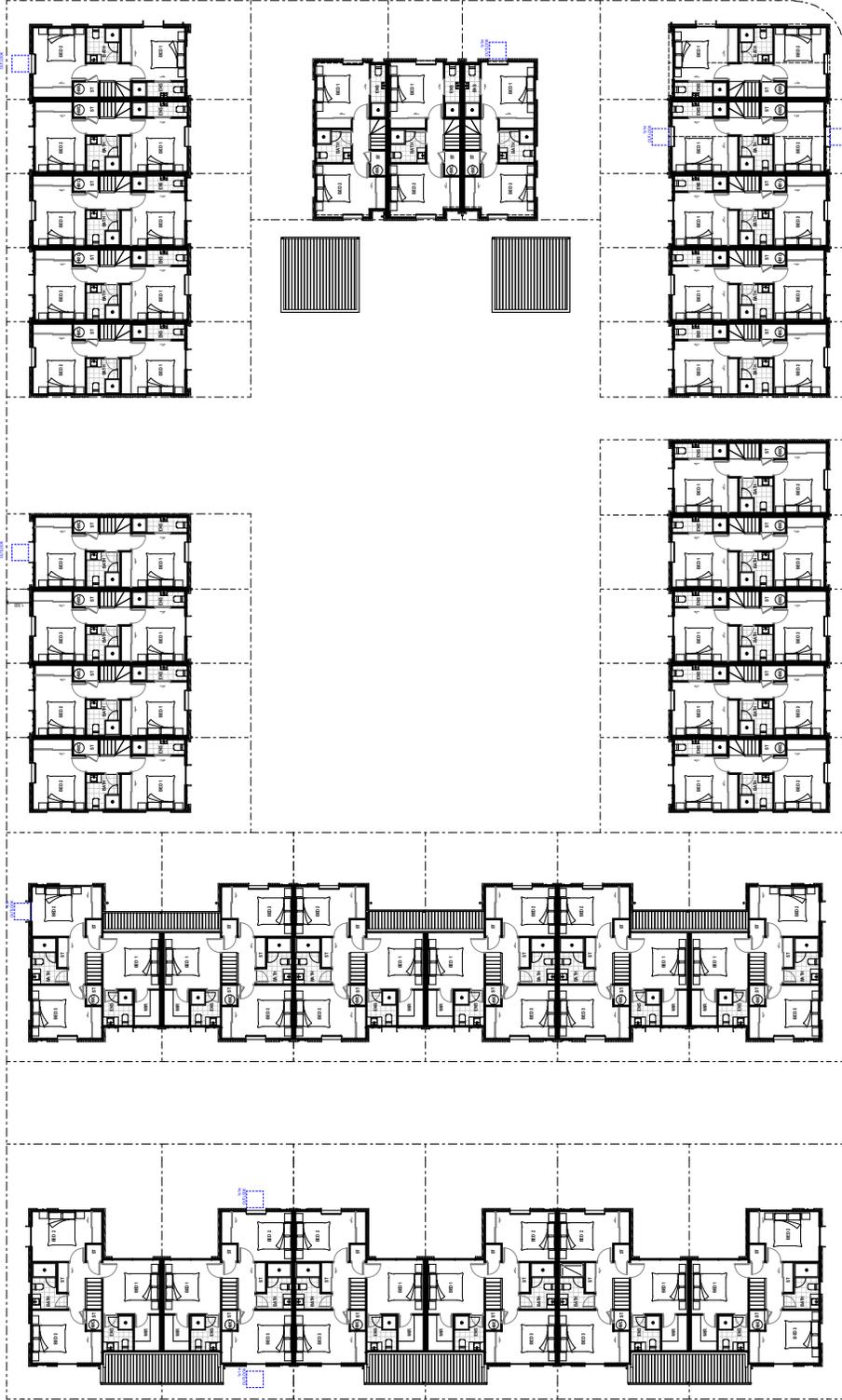


FIGURE & GROUND

Lots 201-202 Earlsbrook

First Floor Plan.

Drawing Sheet 0.7

| | |
|--------|---------------|
| Scale | 1:200 @ A2 |
| File | 25.1000 |
| Date | November 2025 |
| Drawn | PS |
| Reason | D |

Figure & Ground
 Level 1, 4 Walker Street
 Christchurch Central 8011
 p. 01 372 4333
 e. sarah@figureandground.co.nz
 w. www.figureandground.co.nz

AS APPROVED BY
 SELWYN DISTRICT COUNCIL
 Planning Department
 RESOURCE CONSENT
 RC256029
 9/12/2025 freya.young

ALL MEASUREMENTS TO BE CONFIRMED ON SITE
 BEFORE COMMENCING ANY CONSTRUCTION
 THE CLIENT ACCEPTS THE RISK OF INACCURACY WITH
 FIGURE AND GROUND LIMITED

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FIGURE & GROUND

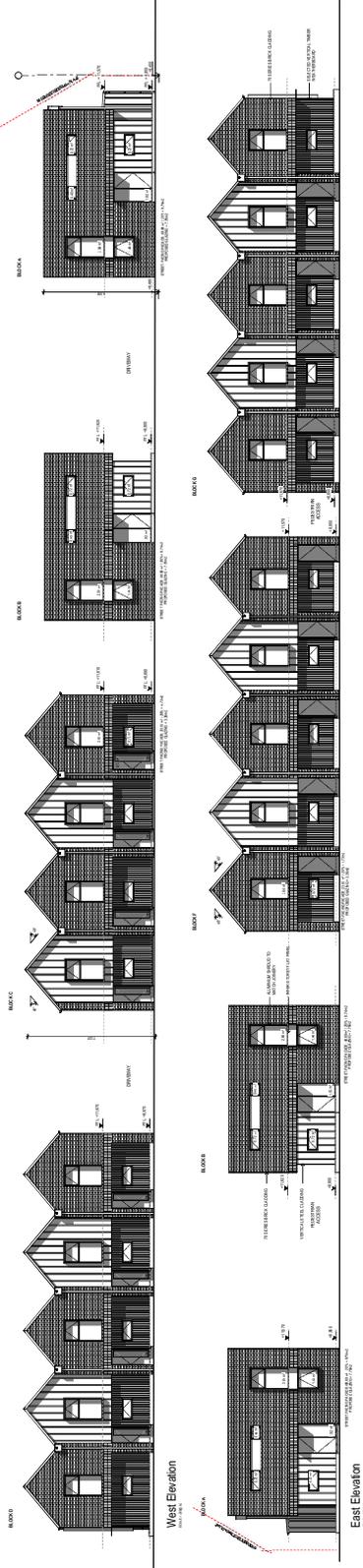
Lots 201-202 Earlshrook

Elevations.

| | |
|----------|---------------|
| Scale | 1:200@A2 |
| File | 25.1000 |
| Date | November 2025 |
| Drawn | PS |
| Revision | D |

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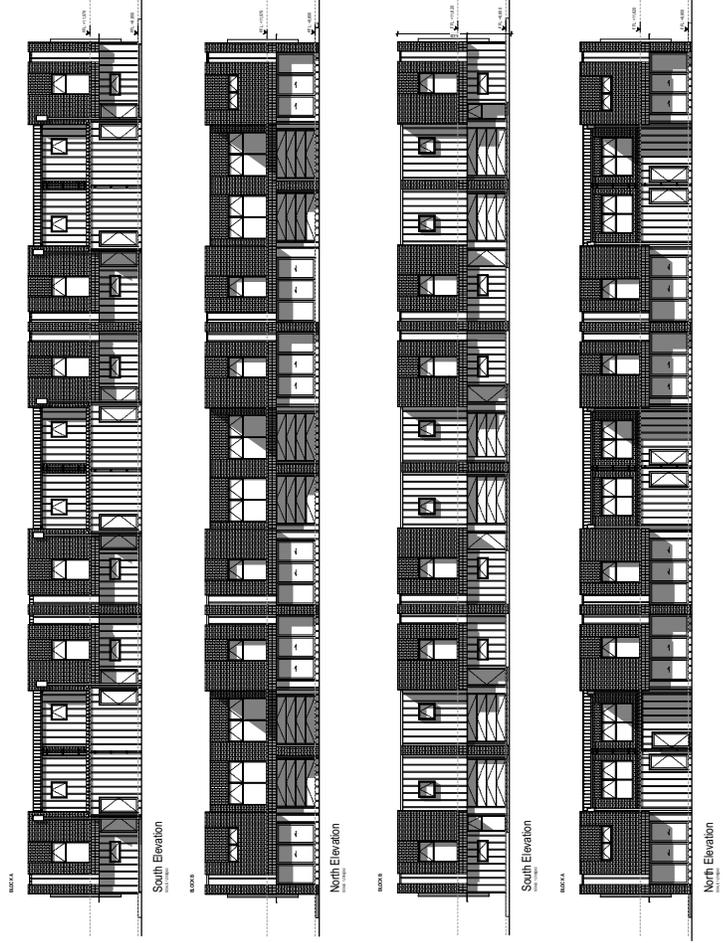


FIGURE & GROUND

Lots 201-202 Earlshook

Elevations.

| | |
|---------------|---------------|
| Drawing Sheet | 0.9 |
| Scale | 1:200 @ A2 |
| File | 25.1000 |
| Date | November 2025 |
| Drawn | PS |
| Revision | D |

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ALL MEASUREMENTS TO BE CONFIRMED ON-SITE BEFORE COMMENCING ANY CONSTRUCTION. FIGURE AND GROUND LIMITED

RESOURCE CONSENT

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FIGURE & GROUND

| | |
|--|---------------|
| Lots 201-202 Earlsbrook | |
| Elevations. | |
| Drawing Sheet | 0.10 |
| Scale | 1:200 @ A2 |
| File | 25.1000 |
| Date | November 2025 |
| Drawn | PS |
| Revision | D |
| Figure & Ground Level 1, 4 Walker Street Christchurch Central 8011 | |
| p. 03 337 4333 e. stu@figureandground.co.nz w. www.figureandground.co.nz | |

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 RC256029
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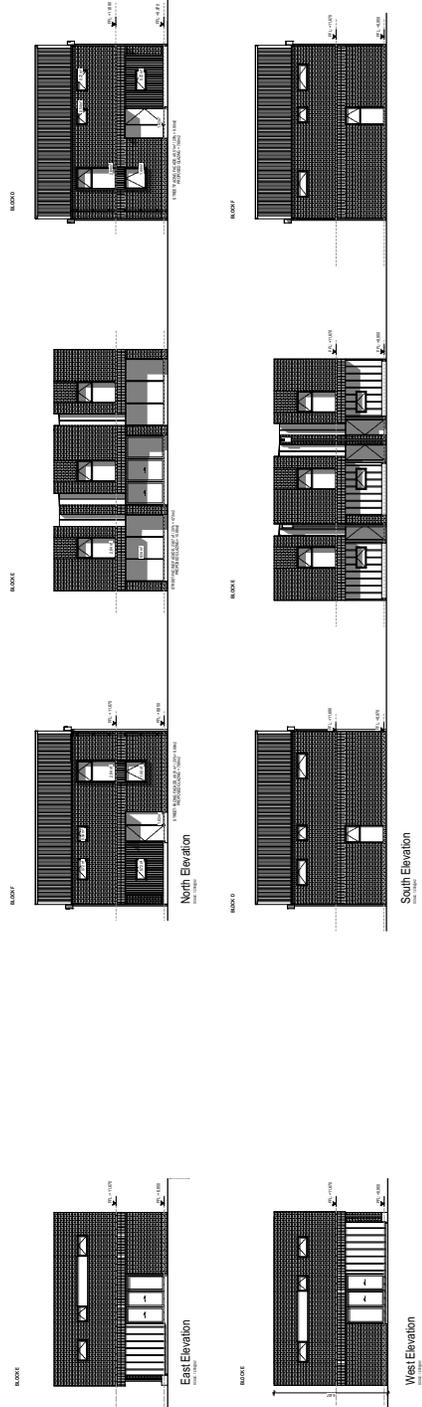


FIGURE & GROUND

Lots 201-202 Earlshook

Elevations.

| | |
|---------------|---------------|
| Drawing Sheet | 0.11 |
| Scale | 1:200@A2 |
| File | 25.1000 |
| Date | November 2025 |
| Drawn | PS |
| Revision | D |

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 w. www.figureandground.co.nz



Surface Analysis: Cut & Fill Depth

| Number | Color | Minimum Depth (m) | Maximum Depth (m) |
|--------|--------------|-------------------|-------------------|
| 1 | Red | -0.400 | -0.300 |
| 2 | Orange | -0.300 | -0.200 |
| 3 | Light Orange | -0.200 | -0.100 |
| 4 | Yellow | -0.100 | 0.000 |
| 5 | Light Green | 0.000 | 0.100 |
| 6 | Green | 0.100 | 0.200 |
| 7 | Light Green | 0.200 | 0.300 |
| 8 | Green | 0.300 | 0.400 |
| 9 | Light Green | 0.400 | 0.500 |
| 10 | Green | 0.500 | 0.600 |
| 11 | Dark Green | 0.600 | 0.700 |

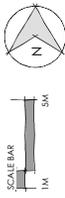
Earthworks Volumes:
 120m³ building footprint
 330m³ Cut
 Over an area of 2782m²
 99m³ Cut
 Outside of 2m building footprint offset
 146m³ Fill
 Over an area of 1577m²

Volumes above are a comparison of existing surface level to finished surface level and does not account for site stripping or excavation required to reach designed subgrade level.

**AS APPROVED BY
 SELWYN DISTRICT
 COUNCIL
 Planning Department
 RESOURCE CONSENT
 RC256029**



| Rev | Description | Date |
|-----|---------------------------------|------------|
| 1 | Issue for Engineering Approvals | 20.10.2023 |
| 2 | Issue for Engineering Approvals | 20.10.2023 |



NOTES
REFER TO THE ARCHITECTS PLANS
FOR STEPS AND LEVELS

SURFACES KEY

| | |
|--|---------|
| GARDEN BED | 623 M2 |
| LAWN | 58 M2 |
| ARTIFICIAL TURF | 25 M2 |
| TIMBER DECK | 390 M2 |
| EXPOSED CONCRETE | 375 M2 |
| STANDARD CONCRETE (BRUSHED CONCRETE FINISH) | 1084 M2 |

SHARED BIKE STORAGE FOR 11X BIKES, OVERHEAD SHELTER
BY OTHERS. 1.8M HIGH 50% TRANSPARENT TIMBER FENCE
SURROUND WITH MATCHING GATE

SHARED BIKE STORAGE FOR 11X BIKES, OVERHEAD SHELTER
BY OTHERS. 1.8M HIGH 50% TRANSPARENT TIMBER FENCE
SURROUND WITH MATCHING GATE

ARTIFICIAL TURF

1.8M HIGH SOLID TIMBER FENCE

1.8M HIGH 50% TRANSPARENT TIMBER
FENCE & MATCHING GATE

1.8M HIGH SOLID TIMBER FENCE BETWEEN UNITS

INDIVIDUAL LETTERBOXES FOR STREET FRONT UNITS

AS APPROVED BY
SELWYN DISTRICT COUNCIL
Planning Department
RESOURCE CONSENT
RC256029
9/12/2025 freya.young

600MM HIGH PLANTER (REFER TO
THE ARCHITECT'S RENDER)

LETTERBOX FOR UNIT 22

SHARED BIN STORAGE 1.8M HIGH
50% TRANSPARENT TIMBER FENCING
WITH MATCHING GATE

CONCRETE PAVER STEPPING
STONES IN LAWN

TIMBER DECK

4X LETTERBOXES FOR
UNITS 2, 3, 8 & 9

CLIMBER TRAINED TO MESH



2X LETTERBOXES FOR UNITS 23 & 24

CONCRETE OR PAVER MOWING STRIP

4X LETTERBOXES FOR UNITS 4, 5, 10, 11

LAWN



SHRUB SPECIES

- TRACHELOPERMUM & LOMANDRA LIME
- JASMINOIDES
- OPHOPOGON JAPONICUS
- GRELLINIA GECKO GREEN
- PITOSPORUM 'HEDGE HOG'
- ARTHIPODIUM CIRRIATUM
- HYDRANGEA 'LIME LIGHT'



TREE SPECIES

- PYRUS ARISTOCRAT
- PRUNUS KANZAN
- MICHELIA LEMON FRAGRANT
- PRUNUS 'AMANOGAWA'
- PRELODOPANX FEROX

| | |
|-----------|-----------------|
| SCALE: | 1:200 @ A2 |
| DATE: | 23 OCTOBER 2025 |
| PAGE: | 1 OF 1 |
| REVISION: | 1 |
| DRAWN BY: | D. GREG |

LANDSCAPE PLAN FOR CONSENT LOTS 201 - 202, EARLSBROOK, LINCOLN

NOTE
THIS PLAN IS AT A CONCEPTUAL LEVEL
SUBJECT TO FURTHER DESIGN DEVELOPMENT.
IT IS NOT BEING USED FOR
ANY CONSTRUCTION PURPOSES



Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on [rea.govt.nz](https://www.rea.govt.nz) and [settled.govt.nz](https://www.settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://www.settled.govt.nz). The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at [rea.govt.nz](https://www.rea.govt.nz).

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at info@rea.govt.nz or visit us online at rea.govt.nz

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

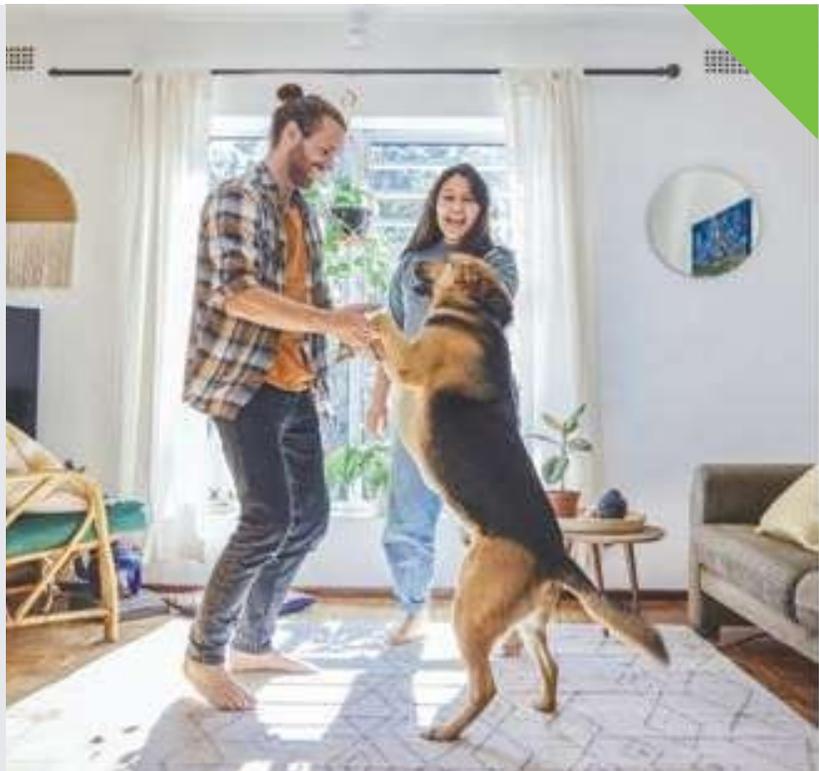
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

To find out more about REA, visit rea.govt.nz, call us on **0800 367 7322** or email us at info@rea.govt.nz



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.

Whalan & Partners Ltd Complaints Process

At Bayleys we are committed to providing you with excellent real estate service. If your experience with us has raised any issues that you would like addressed, we welcome your feedback.

If we have made a mistake or there has been a misunderstanding, we would like the opportunity to put it right.

There are several options for you to consider. You can elect to use our internal complaints resolution processes or you can contact [the Real Estate Authority](#). There is no requirement for you to use our internal complaints process before contacting the Authority. You can contact the Authority at any time during the process for advice or as your preferred method of resolution.

We believe that our internal complaints process has flexibility and timeliness on its side, so if you have a concern or complaint, we encourage you to contact us.

First point of contact is the Branch Manager:

- Christchurch - Deans Ave - 03 375 4700
- Akaroa - 03 375 4700
- Ashburton - 03 307 7377
- Darfield - 03 347 9949
- Diamond Harbour - 03 375 4700
- Fendalton - 03 595 1504
- Hanmer Springs - 03 315 7717
- Leeston - 03 347 9949
- Merivale - 03 929 0272
- Methven - 03 307 7377
- Prestons - 03 595 0709
- Rangiora - 03 311 8020
- Rolleston - 03 347 9949
- Sumner - 03 595 2844
- Tekapo - 03 687 1227
- Timaru - 03 687 1227

The branch manager has responsibility for the supervision of their licensees. When you contact this person, they will apply their extensive knowledge and experience to assist in resolving your problem.

We ask that when you contact the branch manager;

- you specify which licensee/agent the complaint is about
- identify the property concerned
- describe the issue/s as clearly as possible
- tell us what you would like to happen to make this right.
- tell us how best to contact you

The branch manager may ask you to put your concerns in writing at this point, or (if you prefer) can undertake a less formal inquiry and report back to you by telephone. The more serious the allegation the more likely it is that we will require your complaint to be in writing. In either case, we undertake to inquire into your concern and report back to you within 10 working days from the date of your contact or the date of receipt of your formal complaint (whichever is the latter).

Escalation

If for some reason the issue cannot be resolved by the branch manager, he/she or you can escalate the complaint to our Compliance Manager.

This will require the complaint to be in writing and accompanied by any relevant documents, emails, or other evidence that you have to support your position. The Compliance Manager will liaise with the Principal Officer of the company to thoroughly investigate and respond to your concerns. We will write to you outlining our findings and a final recommendation within 20 working days.

The REA

If you remain dissatisfied with the result of our internal process, or at any point you are able to access the complaints service provided by the [REA](#). This is a free service to you as a consumer. There is more information available on their website or you can call on 0800-367-7322.