

FURTHER TERMS OF SALE

MELSHAM DRIVE STAGE 2 - LT PLAN 516373

1.0 In these Further Terms of Sale, the following definitions shall apply:

Authority means the Wellington City Council, its successors and any other local or regional council having jurisdiction over the Property;

Benefiting Lots means any or all of the Lots (excluding the Property) enumerated in the definition of Subdivision.

Head Title means Computer Freehold Register 813623 and includes any titles issued from that title;

Improvements include a residential dwelling, garage, shed, carport or any other improvement, erection or structure;

Lot means one of the lots enumerated in the definition of Subdivision but excludes any lots for road, reserves or balance lots;

Lots means all of the lots enumerated in the definition of Subdivision but excludes any lots for road, reserves or balance lots;

Plan means LT Plan 516373;

Property means the property which is the subject of this agreement, being a Lot in the Subdivision;

Resource Consent means the resource consent given by the Authority for the Subdivision and includes each and every condition of the Resource Consent.

Special Conditions means the special conditions and covenants contained in these Further Terms of Sale and includes such other special conditions and covenants that may be created by the vendor or by any Authority;

Subdivision means and includes Lots 52 to 60 (inclusive) and Lots 76 to 83 on the Plan being part of the land comprised and described in the Head Title.

2.0 The purchaser acknowledges and agrees with the vendor that:

- Each Lot in the Subdivision forms part of a development which is intended to be established as a modern and well designed subdivision; and

- It is desirable that supervision and control be exercised by the vendor and the owners for the time being of the Lots for the protection of, and in the interests of, all purchasers in relation to the nature and type of construction to be permitted in the Subdivision.

In recognition of these objects, the purchaser, for the benefit of the owners for the time being of the Benefiting Lots, agrees with the vendor to allow a covenant to be registered on the title to the Property incorporating the following terms:

- 2.1 No Improvements shall be commenced or erected or permitted to be erected commenced or erected on any of the Lots except where:
- a) Plans and specifications for the Improvements have been submitted to Evergreen Management Limited (Evergreen) and the prior consent in writing of Evergreen obtained to such plans and specifications and the situation of the Improvements on the Lot concerned; and
 - b) the Improvements are constructed erected and situated in accordance with the plans and specifications and situation approved by Evergreen or in such other manner as Evergreen shall approve in writing;

The approval of Evergreen is required for aesthetic purposes only, to ensure a high quality of housing within the subdivision and Evergreen will have no input or liability in relation to the construction of the Improvements.

- 2.2 Full landscaping plans must be submitted to Evergreen for approval by the registered proprietor of each Lot and the consent in writing of Evergreen obtained to such plans no later than six months after the completion of the dwelling on each Lot and prior to undertaking any landscaping work on the Lot. Such landscaping plans are to encompass sufficient plants, trees and shrubs to enhance the street appeal of the Lot. The landscaping work is to be completed by the registered proprietor of each Lot no later than twelve months after the completion of the dwelling on the Lot.

- 2.3 Once the consent or approval of Evergreen has been given pursuant to clauses 2.1 and 2.1 in respect of any Lot and the Improvements and landscaping are constructed and sited on that Lot in accordance with the consent or approval, the restrictive covenants contained above shall thereupon be extinguished in relation to that Lot to the extent that thereafter those clauses need not be complied with in respect of any alteration to the Improvements or any further dwelling, building or structures erected on the Lot concerned.

- 2.4 The registered proprietor of each Lot covenants to at all times keep and maintain the Lot and any lawn on the road reserve in front of each Lot in a neat and tidy condition to prevent it from becoming unsightly and not to allow any Improvements or landscaping to fall into disrepair.
- 2.5 No caravan, truck, bus, trailer, boat, machinery or other unsightly object (not including any motor vehicle, small van, or utility truck that is in good working order, repair and appearance) shall be parked or permitted to remain on that part of any Lot that is situated between the dwelling situated on the Lot concerned and the street frontage of such Lot for any material period of time.
- 2.6 The registered proprietor of each Lot covenants not to require Best Farm Limited (Best) to contribute towards the cost of erection or repair of any dividing or boundary fence between the Lot and any adjoining land owned by Best but the benefit of this fencing covenant shall not benefit the transferee of such adjoining land.
- 2.7 The registered proprietor of each Lot adjoining land owned by The Wellington City Council (Council) ("Reserve") covenants that they will pay the costs of erection or repair of any dividing or boundary fence between the Lot and a Reserve and will not seek any contribution from Best or the owner of the Reserve.
- 2.8 If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the registered proprietor of a Lot may have to any person having the benefit of this covenant, should the registered proprietor of a Lot not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written notice being given by Evergreen then the registered proprietor in breach will pay to Evergreen as liquidated damages the sum of \$100 per day for every day that such breach or non-observance continues after the date written notice was given until the breach is remedied, together with any costs and expenses incurred by Evergreen to remedy the breach or non-observance.
- 2.9 a) The registered proprietors of the Lots will keep Evergreen indemnified from all proceedings, costs, claims and demands in respect of any breaches by a registered proprietor of a Lot of any of the stipulations, restrictions and covenants contained in this Easement Instrument.
- b) Best shall not be required, nor liable to enforce, nor answerable to the registered proprietors of the Lots, for the breach or non-observance of any

covenants binding the Lots unless Best is the owner for the time being of the Lot in respect of which there is a breach or non-observance of a covenant in this Easement Instrument.

- 2.10 Evergreen (or its successors appointed by deed) may in special circumstances grant such exemptions or waivers from any of the covenants in this Easement Instrument on such terms and subject to such conditions as it deems fit. Any exemption or waiver shall be binding upon all registered proprietors from time to time of the Lots. Nothing in this Easement Instrument shall be construed to impose any obligation on Evergreen (or its successors) to enforce, or grant exemptions or waivers from any of the covenants in this Easement Instrument and Evergreen will not be liable for any decision that it makes or does not make.
- 2.11 The registered proprietors of the Lots will keep Evergreen and Best indemnified from all proceedings, costs, claims and demands in respect of any breaches by a registered proprietor of a Lot of any of the stipulations, restrictions and covenants contained in this Easement Instrument.
- 2.12 This Easement Instrument shall be extinguished in relation to any land over which this Easement Instrument is registered which vests in Council as road or reserve without the need to obtain the consent of the registered proprietors of the Lots benefiting from this Easement Instrument or their mortgagees. The Easement Instrument will be extinguished over the land vesting as road or reserve contemporaneously with the deposit of the plan which vests the land as road or reserve.

3.0 The purchaser acknowledges and agrees that the vendor may grant or receive the benefit of, in respect of the Property, any easements, consent notices, orders in council or other encumbrances, rights or obligations required by the Authority, and the vendor may grant or receive the benefit of, any easements or other interests in respect of the Property which the vendor deems necessary or desirable, notwithstanding that such consents or other interests are not shown on the Plan.

4.0 The Property is sold subject to such easements, Authority requirements, orders in council, consent notices, certificates, fencing and restrictive covenants, building line restrictions and other encumbrances (other than mortgages) as are shown on the Plan, or which are set out in the Special Conditions, or which are issued by the Authority, or which the vendor considers necessary in its sole discretion. The purchaser acknowledges that an encumbrance in the form attached to this Agreement may, in the

vendor's absolute discretion, be registered on the title to the Property before the Settlement Date or as part of the e-dealing set up to transfer the Property to the purchaser on the Settlement Date.

- 5.0** The purchase price does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Property under subpart EW and in particular section EW 32(3) of the Income Tax Act 2007 is equal to the purchase price.
- 6.0** The purchaser shall not lodge or register a caveat against the Head Title. In the event that such a caveat is lodged or registered in breach of this clause the purchaser hereby irrevocably appoints the vendor, and any director or authorised officer of the vendor jointly and severally, as its attorneys, to do all such things and in the name of the purchaser to enter into and execute all such documents that may be required to remove or withdraw the caveat. The purchaser will indemnify the vendor in respect of all costs, expenses and losses for breach of this clause or for acting in its capacity as the attorney of the purchaser pursuant to this clause.
- 7.0** The parties acknowledge and agree that these Special Conditions and any restrictive covenants registered against the title to the Property pursuant to these Special Conditions are in addition to easements and covenants already registered against the Head Title, and to the extent that there is an inconsistency between those existing easements and covenants and the restrictive covenants registered pursuant to the Special Conditions, the new restrictive covenants shall prevail.
- 8.0** The purchaser will, on the signing of this agreement by the purchaser, pay the deposit to the vendor's solicitor's trust account. The agreement is conditional on the issue of title for the property within one year from the date of this agreement and the vendor's solicitor will hold the deposit as stakeholder on an interest-bearing deposit pending the issue of the title. The vendor's solicitor will release the deposit to the vendor on the date the agreement becomes unconditional together with the interest earned thereon. If the title has not issued within one year from the date of this agreement the purchaser may thereafter terminate this agreement by notice in writing to the vendor. On termination the deposit will be refunded to the purchaser together with interest earned thereon less withholding taxes and usual commission costs.
- 9.0** The parties acknowledge and agree that for the purposes of clause 3.6 of the General Conditions of Sale, the Wellington City Council rates for the Property are deemed to be \$800.00 per annum plus GST until such time as the Property shall be separately rated and the rates apportionment for the Property shall be calculated accordingly.
- 10.0** The vendor permits the purchaser to enter into possession of the Property from the date the deposit is paid (Possession Date). The purchaser shall be liable for payment

of rates from the Possession Date and any work (including but not limited to building work and earthworks) undertaken by the purchaser on the Property (Work) shall be at the risk of the purchaser who shall forthwith obtain insurance to cover all normal perils associated with the Work. The purchaser will comply with the Resource Management Act 1991, the Building Act 2004 and the Health and Safety at Work Act 2015 and any other legislation relevant to the Work and will indemnify the vendor in relation to any claims, costs or penalties the vendor may incur as a result of the Work.

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

| Affected instrument Identifier and type (if applicable) | All/part | Area/Description of part or stratum |
|---|----------|-------------------------------------|
| | | |

Encumbrancer

Best Farm Limited

Encumbrancee

Best Farm Limited

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee Simple

Encumbrance Memorandum Number

Nil

Nature of security

State whether sum of money, annuity or rent charge and amount

Annual rent charge of \$5000 per annum

Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above rent charge, to be raised and paid in accordance with the terms set out in the Annexure Schedule and so as to incorporate in this Encumbrance the terms and other provisions set out in the Annexure Schedule for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this Encumbrance.

Terms

1 **Length of term:** 18 months from the date of registration of this Encumbrance Instrument.

2 Payment date(s): annually on each anniversary of the date of this Encumbrance Instrument.

3 Rate(s) of interest: N/A

4 Event(s) in which the rent charge ceases to be payable: In accordance with the Annexure Schedule

See Annexure Schedule for further Terms

Covenants and conditions

Continue in Annexure Schedule(s), if required

See Annexure Schedule for Covenants and Conditions

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

See Annexure Schedule for Modification of Statutory Provisions

ANNEXURE SCHEDULE

ENCUMBRANCE INSTRUMENT

1. Interpretation

In this Encumbrance Instrument unless the context indicates otherwise:

1.1 Definitions:

“Land” means all the land in Computer Freehold Register [].

1.2 **Defined Expressions:** expressions defined in the main body of this Encumbrance Instrument have the defined meaning in the whole of this Encumbrance Instrument including the background;

1.3 **Headings:** section, clause and other headings are for ease of reference only and do not affect this Encumbrance Instrument’s interpretation;

1.4 **Joint and Several Liability:** an obligation by two or more persons binds those persons jointly and severally.

1.5 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

1.6 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality.

1.7 **Plural and Singular:** words importing the singular number include the plural and vice versa.

1.8 **Statutes and Regulations:** references to any statutory provision includes any statutory provision which amends or replaces it, and any subordinate legislation made under it.

2. INTENTION OF ENCUMBRANCE

The intention of this Encumbrance Instrument is to secure the rights, granted in clause 3 below. The Encumbrancee is required to provide a discharge of this Encumbrance Instrument upon the issue of a code compliance certificate for the first dwelling built on the Land provided that all moneys payable under this Encumbrance have been paid by the Encumbrancer and the Encumbrancee’s costs referred to in clause 4 below have been paid.

3. COVENANTS

The Encumbrancer hereby agrees to build a dwelling on the Land within 18 months of the registration of this Encumbrance Instrument.

4. COSTS

The Encumbrancer shall pay all costs directly or indirectly attributable to the preparation, registration, enforcement and discharge of this Encumbrance Instrument and any documents associated with it.

5. IMPLIED TERMS

5.1 Sections 204 and 205 of the Property Law Act 2007 apply to this encumbrance, but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent charger or encumbrancee):

- (a) the Encumbrancee shall be entitled to none of the powers or remedies given to encumbrances or mortgagees by the Land Transfer Act 1952 and the Property Law Act 2007; and
- (b) no covenants on the part of the Encumbrancer and their successors in title are implied in this encumbrance other than the covenants for further assurance implied by Section 154 of the Land Transfer Act.

5.2 Nothing in this clause 5 or any other provision contained in this Encumbrance Instrument confers upon the Encumbrancee the powers of a mortgagee to enter into possession or to exercise any power to sell the Land and such powers are hereby expressly excluded from this Encumbrance Instrument.

6. FIRST CHARGE

This Encumbrance Instrument shall rank as a first charge in respect of the Land.

7. DISCHARGE

The Encumbrancer shall be entitled to a discharge of this Encumbrance Instrument at the cost of the Encumbrancer upon the issue of a code compliance certificate for the first dwelling built on the Land provided that all moneys payable under this Encumbrance Instrument have been paid by the Encumbrancer and the Encumbrancee's costs referred to in clause 4 above have been paid.

8. CONSENT OF ENCUMBRANCEE TO OTHER CHARGES

The Encumbrancee's consent shall not be required to the registration of any instrument against the computer freehold register for the Land which has priority behind this Encumbrance Instrument or which is a variation of any such instrument.

9. RENT CHARGE

- (a) The annual rent charge of \$5,000.00 per annum (if demanded in writing by the Encumbrancee) is payable by the Encumbrancer to the Encumbrancee on each anniversary date of this Encumbrance Instrument (subject to clause 9(b)).
- (b) If during the 12 months preceding any day on which the annual rent charge under clause 9(a) is payable, there has not been any breach by the Encumbrancer of any of the covenants under this Encumbrance Instrument, then the annual rent charge will be deemed to have been paid.



Title Plan - LT 516373

Survey Number LT 516373
Surveyor Reference 3273083-502-001
Surveyor Andrew John Barbour
Survey Firm Beca Limited
Surveyor Declaration

Survey Details

Dataset Description LOTS 2, 52-60, 76-83 AND 225 BEING A SUBDIVISION OF LOT 224 DP 513775
Status Initiated
Land District Wellington
Submitted Date
Survey Class Class A
Survey Approval Date
Deposit Date

Territorial Authorities

Wellington City

Comprised In

CT 803167

Created Parcels

| Parcels | Parcel Intent | Area | CT Reference |
|-------------------------------|-----------------------------|-------------|---------------------|
| Lot 52 Deposited Plan 516373 | Fee Simple Title | 0.1030 Ha | 814714 |
| Lot 53 Deposited Plan 516373 | Fee Simple Title | 0.0879 Ha | 814715 |
| Lot 54 Deposited Plan 516373 | Fee Simple Title | 0.0839 Ha | 814716 |
| Lot 55 Deposited Plan 516373 | Fee Simple Title | 0.0822 Ha | 814717 |
| Lot 56 Deposited Plan 516373 | Fee Simple Title | 0.0965 Ha | 814718 |
| Lot 57 Deposited Plan 516373 | Fee Simple Title | 0.0851 Ha | 814719 |
| Lot 58 Deposited Plan 516373 | Fee Simple Title | 0.0760 Ha | 814720 |
| Lot 59 Deposited Plan 516373 | Fee Simple Title | 0.0654 Ha | 814721 |
| Lot 60 Deposited Plan 516373 | Fee Simple Title | 0.0629 Ha | 814722 |
| Lot 76 Deposited Plan 516373 | Fee Simple Title | 0.0609 Ha | 814723 |
| Lot 77 Deposited Plan 516373 | Fee Simple Title | 0.0633 Ha | 814724 |
| Lot 78 Deposited Plan 516373 | Fee Simple Title | 0.0621 Ha | 814725 |
| Lot 79 Deposited Plan 516373 | Fee Simple Title | 0.0610 Ha | 814726 |
| Lot 80 Deposited Plan 516373 | Fee Simple Title | 0.0670 Ha | 814727 |
| Lot 81 Deposited Plan 516373 | Fee Simple Title | 0.0710 Ha | 814728 |
| Lot 82 Deposited Plan 516373 | Fee Simple Title | 0.0646 Ha | 814729 |
| Lot 83 Deposited Plan 516373 | Fee Simple Title | 0.0591 Ha | 814730 |
| Lot 2 Deposited Plan 516373 | Vesting on Deposit for Road | 0.3414 Ha | 814732 |
| Lot 225 Deposited Plan 516373 | Fee Simple Title | 1.6868 Ha | 814731 |
| Area P Deposited Plan 516373 | Easement | | |
| Area Q Deposited Plan 516373 | Easement | | |
| Area R Deposited Plan 516373 | Easement | | |
| Area S Deposited Plan 516373 | Easement | | |



Title Plan - LT 516373

Created Parcels

| Parcels | Parcel Intent | Area | CT Reference |
|-------------------------------|----------------------|-----------------|---------------------|
| Area T Deposited Plan 516373 | Easement | | |
| Area U Deposited Plan 516373 | Easement | | |
| Area V Deposited Plan 516373 | Easement | | |
| Area TT Deposited Plan 516373 | Easement | | |
| Total Area | | <hr/> 3.2801 Ha | |

**Schedule of Easements and Covenants
DP 516373**

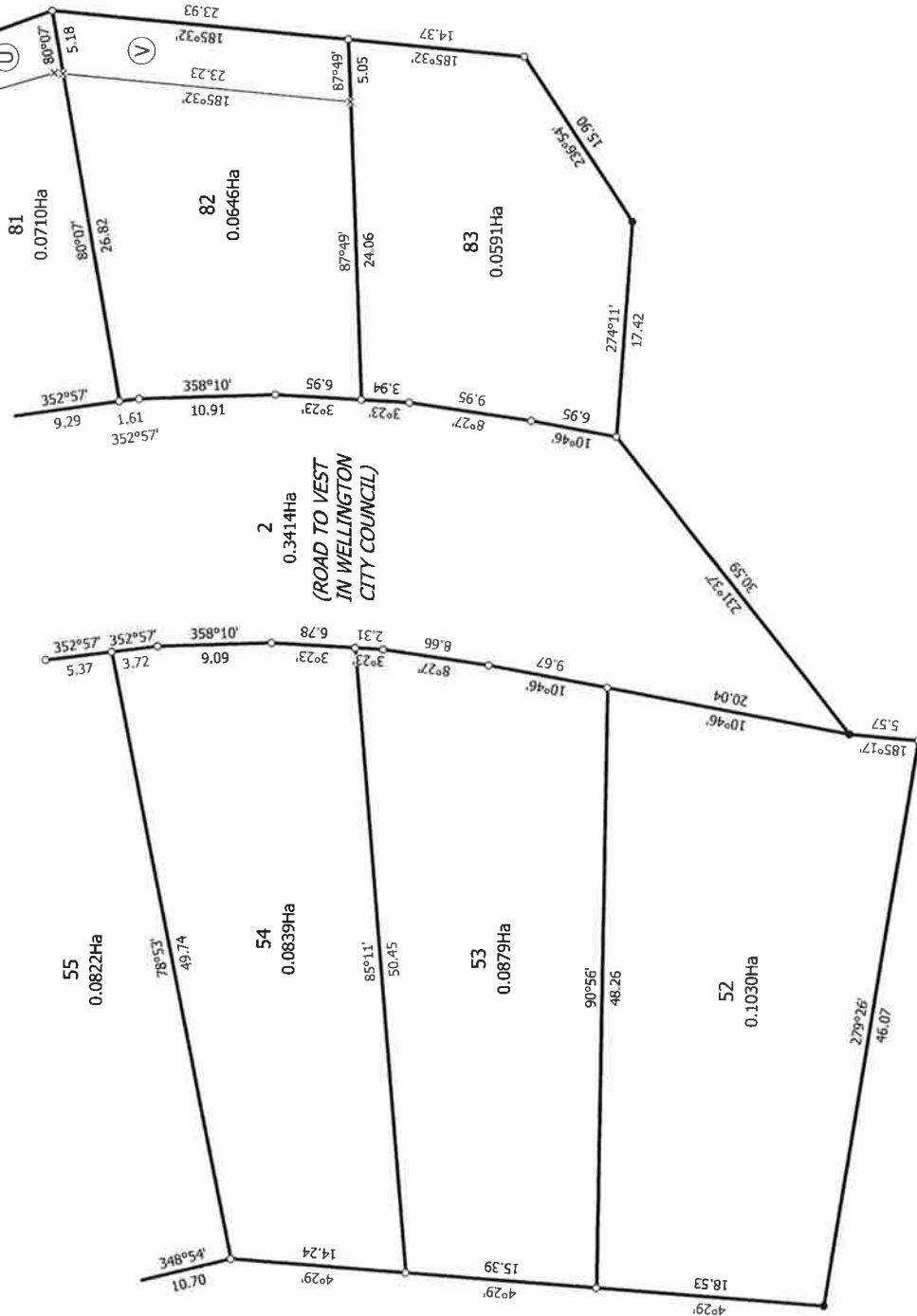
| Schedule of Existing Easements in Gross | | | | |
|--|--------------|--------------------------|-------------------|--------------------|
| Purpose | Shown | Servient Tenement | Grantee | Document ID |
| Right to convey electricity and telecommunications | TT | Lot 225 | Transpower NZ Ltd | TE B322568.2 |

| Schedule of Proposed Land Covenants | | | |
|--|--------------|--------------------------|--------------------------|
| Purpose | Shown | Servient Tenement | Dominant Tenement |
| Land Covenant | P | Lot 76 | Wellington City Council |
| | Q | Lot 77 | |
| | R | Lot 78 | |
| | S | Lot 79 | |
| | T | Lot 80 | |
| | U | Lot 81 | |
| | V | Lot 82 | |





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T 4/5

Land District: Wellington

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LOTS 2, 52-60, 76-83 AND 225 BEING A SUBDIVISION OF LOT 224 DP 513775

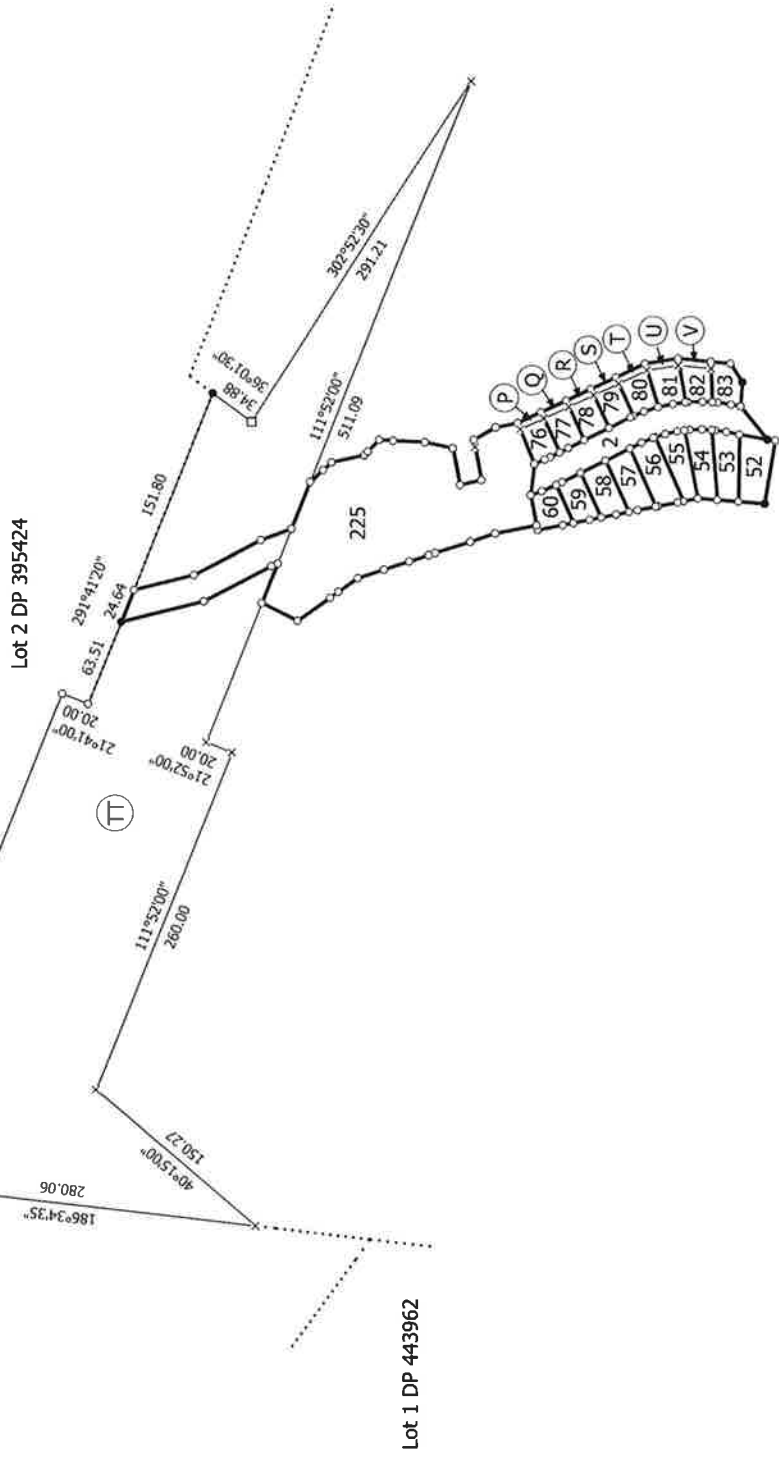
Surveyor: Andrew John Barbour
Firm: Beca Limited

Title Plan
LT 516373
DRAFT



Non Primary

Lot 4 DP 443962



Lot 1 DP 443962