PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY AUCTION

This form is approved by The Law Association of New Zealand Inc. and by the Real Estate Institute of New Zealand Inc.

AUCTION DETAILS

Auctioneer: PGG Wrightson Real Estate Limited - Sloane Morpeth

Place of Auction: On Site: 735 Tairua SH25 Road, Onemana, Whangamata

Date and Time of Auction: Tuesday 17th November 2026, 11:00am

Licensed Real Estate Agent acting for Vendor: PGG Wrightson Real Estate Limited - Allister Coombe

Vendor: Quixley Enterprises Limited as trustee of the Quixley Trading Trust

The vendor is registered under the GST Act in respect of this transaction and/or will be so registered at settlement: **Yes~~/No~~**
If "Yes", Schedule 3 must be completed by the parties.

PROPERTY

Address: 735 Tairua SH25 Road, Onemana, Thames-Coromandel, Waikato

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):*
87.6000 hectares			

(more or less) Subject to Survey and being the land comprised in records of title SA56C/126 (legally described as lot 2 Deposited Plan South Auckland 70335), SA27B/703 (legally described as Part Lot 1 Deposited Plan South Auckland 1303) and part of the land contained in record of title 422915 (such part being the land contained in the proposed lot 2 in the draft land transfer plan attached to this agreement as schedule 4), all of which being subject to clause 36 of this agreement.

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TENANCIES

~~Yes/~~No

Particulars of any tenancies are set out in Schedule 2 or another schedule attached to this agreement by the parties.

1.0 Conditions of sale

1.1 The property and the chattels included in the sale are sold on these Particulars and Conditions of Sale, the General Terms of Sale and any Further Terms of Sale.

1.2 GST will be payable in accordance with the statement of the purchase price in the Memorandum of Contract.

1.3 The GST date is (clause 14.0): The earlier of the settlement date and the date 5 working days before the vendor must account to the Inland Revenue Department for the GST output tax charged on the supply under this agreement

1.4 The settlement date is: Tuesday 1st June 2027

1.5 The interest rate for late settlement is 15.00% p.a.

2.0 Conduct of auction

2.1 The property is offered for sale subject to a reserve price and, subject to the reserve price being met, the highest bidder whose bid is accepted by the auctioneer shall be the purchaser.

2.2 The auctioneer may nominate the sum by which the bidding can be raised.

2.3 The auctioneer may refuse any bid.

2.4 The auctioneer or the licensed real estate agent acting for the vendor in respect of the sale may submit a bid on behalf of any person. The auctioneer shall identify a person so acting before the commencement of bidding.

2.5 The vendor may bid personally, or by a representative, or through the auctioneer, provided that the bid is less than the reserve price. The auctioneer shall identify each vendor bid as it is made.

2.6 The vendor may withdraw the property at any time before it has been sold and without declaring the reserve price.

2.7 If a dispute arises concerning any bid, the auctioneer may determine the dispute or re-offer the property at the last undisputed bid.

2.8 The purchaser shall immediately on the completion of the auction:

(a) sign the Memorandum of Contract, failing which the auctioneer may sign on behalf of the purchaser;

(b) pay to the vendor's licensed real estate agent the deposit being 10% of the purchase price unless otherwise agreed; and

(c) complete its GST information in Schedule 3, if applicable.

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SCHEDULE 1

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/hob~~	( )
~~Dishwasher~~	( )	~~Kitchen waste disposal~~	( )	~~Smoke detectors~~	( )	~~Bathroom extractor fan~~	( )
~~Security alarm~~	( )	~~Heated towel rail~~	( )	~~Heat pump~~	( )	~~Garage door remote control~~	( )
~~Garden shed~~	( )	~~Light fittings~~		~~Window coverings~~		~~Fixed floor coverings~~	
~~Automatic garage door facility~~							

Refer to Further Terms of Sale

Both parties should check that Schedule 1 (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 2

Residential Tenancies

Name of Tenant(s):

Rent: **Term:** **Bond:** **Pet Bond:**

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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:**

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GENERAL TERMS OF SALE

3.0 Definitions, time for performance, notices, and interpretation

3.1 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) "Appointee", for the purposes of clause 11, means:

(a) an experienced property lawyer or an experienced litigator or an expert committee (such as a committee of TLANZ) appointed by the parties; and

(b) where, for the purposes of clause 11.8(4), the claim for compensation is made under clause 7.2, the appointee may be an experienced registered valuer or quantity surveyor appointed by the parties; but

(c) if the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president.

(5) "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.

(6) "Automatic garage door facility" means an electronic facility for the opening and closing of a garage door, operated by a garage door remote control.

(7) "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.

(8) "Building Act" means the Building Act 2004.

(9) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.

(10) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.

(11) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.

(12) "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.

(13) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.

(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) "Key" includes any instrument, tool, or device for opening and shutting a lock to the property, whether a physical key, an electronic key, a code, a combination of these, or otherwise.

(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) "LINZ" means Land Information New Zealand.

(20) "Local authority" means a territorial authority or a regional council.

(21) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.

(22) "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.

(23) "President" means the president of TLANZ, or other authorised delegate.

(24) "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.

(25) "Property" means the property described in this agreement.

(26) "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.

(27) "Regional council" means a regional council within the meaning of the Local Government Act 2002.

(28) "REINZ" means the Real Estate Institute of New Zealand Incorporated.

(29) "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 5.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.

(30) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.

(31) "Rules" means body corporate operational rules under the Unit Titles Act.

(32) "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.

(33) "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 5.8.

(34) "Settlement date" means the date specified as such in this agreement.

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(35) "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.
(36) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
(37) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
(38) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
(39) "TLANZ" means The Law Association of New Zealand Incorporated.
(40) "Unit title" means a unit title under the Unit Titles Act.
(41) "Unit Titles Act" means the Unit Titles Act 2010
(42) "Working day" means any day of the week other than:
(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
(b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
(c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive;
(d) the day observed as the anniversary of any province in which the property is situated;
(e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
(f) any other day that the Government of New Zealand declares to be a public holiday.
A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

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

3.3 Time for Performance
(1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
(2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
(3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 3.3(2).

3.4 Notices
The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:
(1) All notices must be served in writing.
(2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
(3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
(a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
(b) on the party or on the party's lawyer:
(i) by personal delivery; or
(ii) by posting by ordinary mail; or
(iii) by email; or
(iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
(4) In respect of the means of service specified in clause 3.4(3)(b), a notice is deemed to have been served:
(a) in the case of personal delivery, when received by the party or at the lawyer's office;
(b) in the case of posting by ordinary mail, on the fifth working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
(c) in the case of email;
(i) when sent to the email address provided for the party or the party's lawyer on the back page; or
(ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
(iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
(d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
(e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
(5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

3.5 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.

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(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.

(7) This agreement may be signed by means of an electronic signature.

3.6 Use of form

(1) Each party warrants that neither they nor their lawyer or agent has altered, removed, or added to the published text of this edition of the TLANZ-REINZ Agreement for Sale and Purchase of Real Estate. This warranty does not prohibit nor apply to:

(a) removal of published text by way of strikethrough (for example, ~~strikethrough~~), nor

(b) the addition of text to the published text in a manner which leaves the published text in place and which makes the alteration, removal, or addition reasonably identifiable.

4.0 Deposit

4.1 The purchaser shall pay the deposit to the vendor's licensed real estate agent immediately on the completion of the auction or, where the property has been sold prior to, or subsequent to, the auction, on the execution of this agreement by both parties, time being of the essence.

4.2 If the deposit is not paid as set out in clause 4.1, the vendor may cancel this agreement by serving notice of cancellation on the purchaser.

4.3 The deposit shall be in part payment of the purchase price.

4.4 If the property is a unit title, the person to whom the deposit is paid shall hold it as a stakeholder until the latest of the following matters:

(1) 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

(2) 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

(3) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act.

4.5 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 4.4 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.

5.0 Possession and Settlement

Possession

5.1 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.

5.2 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.

5.3 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.

5.4 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

5.5 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.

5.6 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.

5.7 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.

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5.8 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 5.12 or 5.13, or for any deduction allowed to the purchaser under clause 7.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 11.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 11.8);

(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 5.7(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 5.7(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.

5.9 All obligations under clause 5.8 are interdependent.

5.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it 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

5.11 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

5.12 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 5.12(1).

(3) If the parties are unable to agree upon any amount payable under this clause 5.12, either party may make a claim under clause 11.0.

Vendor Default: Late Settlement or Failure to Give Possession

5.13 (1) For the purposes of this clause 5.13:

(a) the default period means:

(i) in clause 5.13(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 5.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and

(iii) in clause 5.13(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

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(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 5.13(2)(b) during the default period. A purchaser in possession under this clause 5.13(3) is a licensee only.

(4) Notwithstanding the provisions of clause 5.13(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 5.13(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 5.13(2)(b) during the default period.

(6) The provisions of this clause 5.13 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 5.13, either party may make a claim under clause 11.0.

Deferment of Settlement and Possession

5.14 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).

5.15 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.

5.16 If:

(1) the property is a unit title; and

(2) the settlement date is deferred pursuant to either clause 5.14 or clause 5.15; 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 10.3,

then the vendor may extend the settlement date:

(a) where there is a deferment of the settlement date pursuant to clause 5.14, 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 5.15, 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.

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New Title Provision

5.17 (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 date on which the vendor has given the purchaser notice that a search copy is obtainable.

(2) Clause 5.17(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.

6.0 Residential Land Withholding Tax

6.1 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

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(b) any costs payable by the vendor under clause 6.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.

6.2 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 6.1(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.

6.3 If pursuant to clause 6.2 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.

6.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 6.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.

6.5 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 6.1(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.

7.0 Risk and insurance

7.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

7.2 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 subclauses shall apply:
(1) if the destruction or damage has been sufficient to render the property untenantable and it is untenantable 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 untenantable 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 untenantable 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 11.8 for when an amount of compensation is disputed.

7.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

8.0 Title, boundaries and requisitions

8.1 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.

8.2 The purchaser is deemed to have accepted the vendor's title to the property and the purchaser may not make any requisitions or objections as to title.

8.3 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.

9.0 Vendor's warranties and undertakings

9.1 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.

9.2 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.

9.3 The vendor warrants and undertakes that at settlement:
(1) The chattels included in the sale listed in Schedule 1 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, automatic garage door facility, 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).

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(2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.

(3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

(4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.

(5) Where the vendor has done or caused or permitted to be done on the property any works:
  (a) any permit, resource consent, or building consent required by law was obtained; and
  (b) where any "restricted building work" as defined in the Building Act was done on the property on or after 13 March 2012, such work was carried out or supervised by a suitably qualified person;
  (c) to the vendor's knowledge, the works were completed in compliance with any required permits or consents; and
  (d) where appropriate, a code compliance certificate was issued for those works.

(6) Where under the Building Act, any building on the property sold requires a compliance schedule:
  (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
  (b) the building has a current building warrant of fitness; and
  (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.

(7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.

(8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
  (a) from any local or government authority or other statutory body; or
  (b) under the Resource Management Act 1991; or
  (c) from any tenant of the property; or
  (d) from any other party,

has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.

9.4 If the property is or includes part only of a building, the warranty and undertaking in clause 9.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:

(1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;

(2) the building has a current building warrant of fitness; and

(3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.

9.5 The vendor warrants and undertakes that on or immediately after settlement:

(1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.

(2) Any 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.

(3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.

(4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

10.0 Unit title provisions

10.1 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 10.0 are in addition to, and do not derogate from, the requirements in the Act.

10.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:

(1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.

(2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate

(3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.

(4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.

(5) The vendor has no knowledge or notice of any fact which might result in:
  (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act;
  (b) any proceedings being instituted by or against the body corporate; or
  (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.

(6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.

(7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.

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(8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
  (a) the transfer of the whole or any part of the common property;
  (b) the addition of any land to the common property;
  (c) the cancellation of the unit plan;
  (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
  (e) any change to utility interest or ownership interest for any unit on the unit plan.

10.3 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.

10.4 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) Since the date of this agreement, the vendor has not voted on any matter that would alter the warranties at clause 10.2(2), (3), (4), (5), (6), (7), and (8) without the written consent of the purchaser.

10.5 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 10.3, 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.

10.6 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.

11.0 Claims for compensation

11.1 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 11.0.

11.2 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 5.12 or clause 5.13; or
    (b) under clause 7.2.

11.3 To make a claim under this clause 11.0:
  (1) the claimant must serve notice of the claim on the other party as early as is reasonably practicable and in any event no later than 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 5.12 or clause 5.13, 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 5.12, clause 5.13 or clause 7.2, 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.

11.4 If the claimant is unable to give notice under clause 11.3 in respect of claims under clause 11.2(1) or clause 11.2(2)(b) on or before the date that notice is due under clause 11.3(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 12.1, time being of the essence.

11.5 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.

11.6 If the purchaser makes a claim for compensation under clause 11.2(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 11.3, 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 appointee. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.

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11.7 If the purchaser makes a claim for compensation under clause 11.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 11.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.

11.8 If it is accepted, or determined under clause 11.6, that the purchaser has a right to claim compensation under clause 11.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 11.2(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;

(3) the interim amount must be a reasonable sum having regard to the circumstances, except that:

(a) where the claim is under clause 5.13 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 11.8(4) for the purposes of determining that the requirements of clauses 11.3(2)(b)-(c) have been met.

(4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an appointee. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee;

(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.

11.9 Where a determination has to be made under clause 11.6(2) or clause 11.8(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 11.9 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.

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11.10 The procedures prescribed in clauses 11.1 to 11.9 shall not prevent either party from taking proceedings for specific performance of this agreement.

11.11 A determination under clause 11.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 11.2(1) shall not prevent the purchaser from pursuing that claim following settlement.

11.12 Where a determination is made by an appointee under either clause 11.6 or clause 11.8, 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 of 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.

11.3 Where the appointee is determined by the president, the president shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of that determination.

12.0 Notice to complete and remedies on default

12.1 (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 either 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.

12.2 Subject to clause 12.1(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.

12.3 (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 12.1.

(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.

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12.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 12.1(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 12.4(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; and
(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.

12.5 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.

12.6 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.

12.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.

12.8 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.

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13.0 Non-merger

13.1 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.

14.0 Goods and Services Tax

14.1 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 5.8(1).

14.2 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.

14.3 (1) Without prejudice to the vendor's rights and remedies under clause 14.1, 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 12.1.
(3) The vendor may give a settlement notice under clause 12.1 with a notice under this clause.

15.0 Zero-rating

15.1 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 3 are correct at the date of this agreement and will remain correct at settlement.

15.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 3 are correct at the date of this agreement.

15.3 Where the particulars stated on the front page and in Schedule 3 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

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(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.

15.4 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 3 or they have altered.

15.5 (1) If any of the particulars stated by the purchaser in Schedule 3:

(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.

15.6 If

(1) the particulars in Schedule 3 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.

15.7 If

(1) the particulars stated in Schedule 3 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 15.3 and 15.4 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.

15.8 If the particulars stated on the front page and in Schedule 3 indicate in terms of clause 15.3 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 3 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) in the Memorandum of Contract; 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 15.3 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).

16.0 Supply of a going concern

16.1 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%.

16.2 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 14.0 of this agreement shall apply.

17.0 Limitation of liability

17.1 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 17.2 and 17.3 will apply.

17.2 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.

17.3 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 17.2 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.

18.0 Overseas Investment Act Consent not required

18.1 The purchaser warrants that the purchaser does not require OIA Consent or that the purchaser has obtained OIA Consent.

19.0 Counterparts

19.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).

19.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.

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20.0 Agency

20.1 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.

20.2 The scope of the authority of the agent under clause 20.1 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.

20.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

21.0 Collection of sales information

21.1 Once this agreement has become unconditional in all respects, the agent referred to in clause 20.0 may provide certain information relating to the sale to REINZ.

21.2 This information includes the sale price, address and other details about the property. The information is stored on a secure password protected network under REINZ's control.

21.3 REINZ combines this information with other property and market information and uses it itself or makes it available to real estate agencies and valuers, and other third parties (or service providers to any of them) for the following purposes:

(1) provision of appraisals and valuations to prospective vendors or purchasers of properties in the same area as the property;

(2) publication of reports and guidance on the real estate market nationally or in particular locations; and

(3) research, statistical, and predictive analysis for internal use or publication.

21.4 The information provided to REINZ under clause 21.1 does not specifically identify either of the parties to this agreement but may be combined with other information in the databases maintained by REINZ or other recipients, resulting in it becoming personal information under the Privacy Act 2020. Either party is therefore entitled to request access to and correction of any personal information held by REINZ by contacting REINZ at info@reinz.co.nz or by post or telephone.

22.0 COVID-19 / Pandemic Provisions

22.1 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.

22.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:

(1) The settlement date will be the later of:

(a) 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

(b) the settlement date as stated elsewhere in this agreement.

(2) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.

22.3 Clause 22.2 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.

22.4 Neither party will have any claim against the other for a deferral of the settlement date under this clause 22.0.

22.5 For the purposes of this clause 22.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

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FURTHER TERMS OF SALE

735 Tairua SH25 Road, Onemana, Whangamata

23.0 Purchase Price Allocation

23.1 The parties hereto agree and acknowledge that for revenue and GST purposes the value of the dwelling(s) and curtilage, domestic chattels, farm chattels and farm buildings on the aforementioned property and included in this agreement without further consideration are as follows:

Dwelling and Curtilage	$ 650,000 (GST exempt)
Household Chattels and Fixtures (as per schedule - clause 23.3)	$10,000 (GST exempt)
Buildings (as per schedule - clause 23.4)	$32,340 (plus GST, if any)
Farm Chattels and Fixtures (as per schedule – clause 23.5)	$561,877 (plus GST, if any)

The balance of the purchase price (plus GST, if any) shall be apportioned to the land and other improvements.

23.2 In relation to any agreed allocation in clause 23.1, each party confirms and agrees that:
the Vendor will reflect such values in its settlement statement and/or GST tax invoice on the settlement date; The agreed allocation reflects the relative market value of each of the land value, the buildings, dwellings, curtilage and chattels included in the sale as at the Agreement date; and
the parties must determine their tax position in a manner consistent with the agreed allocation. The purchaser must procure that any nominee of the purchaser complies with this clause 23 for the benefit of the vendor. If the total consideration for the property includes any consideration in addition to the purchase price, then for the purposes of this clause 23 references to the purchase price are to be read as references to the total consideration.

23.3 Household Chattels and Fixtures

The parties hereto agree and acknowledge that included in the purchase price are the following list of Household Chattels and Fixtures:

Electric Oven/Gas Hob
Rangehood
Drapes
Extractor Fan
Log Burner
Light Fittings
Fixed Floor Coverings
HRV System
Dishwasher
Ceiling Fan (in shower room)

23.4 Buildings

The parties hereto agree and acknowledge that included in the purchase price (all amounts below being plus GST, if any) are the following list of Buildings;

4 Bay Calf Shed	$3,129
4 Bay Implement Shed	$13,592
3 Bay Implement Shed/Workshop (with concrete floor)	$15,619

FURTHER TERMS OF SALE

735 Tairua SH25 Road, Onemana, Whangamata

23.5 Farm Chattels

Included in this sale at no extra cost are the following chattels (all amounts below being plus GST, if any);

19 ASHB Shed (complete with all ancillary equipment)	$46,671
Water Cooler	$5,620
Main electric fence unit	$200
Chiller Unit	$64
In-Shed Feed System and Silo	$18,318
Water Pumps	$1,003
Colostrum Vats z 2	$245
Pond Stirrers (7.5kw Motor / 9.9m long)	$10,045
Effluent Pump – Yardmaster (self-prime pump 15kw)	$10,493
Travelling Irrigator and Hoses	$4,764
Dam Pond Pump	$14,248
All swung and unswung gates	$400
Hot Water Cylinder	$5,540
All troughs, pipes and fittings	$400
Water Tank 1000 Litres	$2,230
Water Tank 3000 Gallons	$27
AI Races and Stand/Cover	$23,563
Dam Irrigation and System	$322,993
Effluent Ponds	$91,044
Pooma 65 Pump with Trailer Fittings	$4,009

23.6 General Warranties

Notwithstanding any other provision of this agreement, the purchaser acknowledges that all items listed under clause 23.5 as "farm chattels" are sold on an "as is" basis.

24.0 Vendor and Purchaser Acknowledgements

24.1 **Legal, Technical and Other Advice**

The vendor and purchaser both acknowledge that before signing this agreement that it has been recommended that they seek legal, technical, and other advice or information and that they have either obtained that advice or information: or have included a provision in this Agreement to obtain that advice or information; or have decided not to do so of their own accord.

24.2 **Tax and Legal Advice**

The vendor and purchaser both acknowledge that before signing this agreement that they have been: Recommended to seek professional advice (Tax and Legal advice) before entering into any negotiations, particularly regarding the tax treatment of a transaction so that they understand the tax and legal consequences of any purchase price allocations.

24.3 **Complaints and Dispute Resolution**

The vendor and purchaser both acknowledge that before signing this agreement that they have been made aware of the Agents in house complaints and disputes resolution procedure and that a copy is located and available on the Agent's website www.pggwre.co.nz under the Code of Conduct tab. The vendor and the purchaser have also been advised that they may access the REAA complaints process and additional information at www.reaa.govt.nz without first using the in-house process and that any use of the in-house process does not preclude them making a complaint to the REAA.

FURTHER TERMS OF SALE

735 Tairua SH25 Road, Onemana, Whangamata

25.0 Purchaser Acknowledgement

25.1 The Purchaser acknowledges that the purchaser relies solely upon its own judgement and inspection of the property in making this offer and not upon any statements or representation made by the vendor or the vendor's duly appointed agent or agents.

26 FARMING PROVISIONS - VENDOR WARRANTIES

26.1 **Good Husbandry Clause**

The vendor shall from the date of this agreement until the possession date, farm the property to the extent to which it is currently farmed in a good and husband-like manner in accordance with normal agricultural practice in the Thames-Coromandel district and will not increase the stock carried thereon except by the natural increase thereof, nor fell or remove any trees and will not remove from the land any improvements or fixtures thereon including fences, gates, troughs, tanks, standing timber or any other fixtures as inspected by the purchaser (save to the extent required to complete the Subdivision).

26.2 **Fertiliser**

The vendor will at the vendor's cost apply autumn fertiliser as prescribed by the Vendors fertiliser representative to the property prior to settlement and shall notify the Purchaser when such applications are to take place. On the Purchaser's request, the Vendor will provide the Purchaser with copies of invoices relative to the fertiliser applied

26.3 **Conserved Feed - Rotation**

The vendor shall preserve autumn saved pasture by closing up 1/3 of the effective pasture area by the 10th of April 2027 and a further 1/3 by the 10th of May 2027. All saved pasture shall remain for the purchaser's sole use and shall not be re-grazed prior to settlement date.

26.4 **Supplement Silage**

The vendor shall on the possession date at the vendor's cost leave for the sole use of the purchaser not less than 100 grass silage wraps (10 bale equivalent) stored on the property properly covered and sealed.

27.0 RIGHT OF ENTRY

27.1 The vendor agrees that provided that this agreement is unconditional in all respects and the purchaser has paid the deposit in full, the purchaser shall have the right to enter on to the property for the purpose of;

a) Inspect the property prior to settlement date on sufficient occasions to ensure that the terms of this agreement are being complied with;
b) Enter the property on such occasions as the purchaser reasonably requires to show the property to any prospective staff; or

27.2 The purchaser shall consult the vendor to arrange a mutually convenient time and date to carry on such entry as mentioned herein and the purchaser or its nominees warrant that in carrying out such entry they will not disrupt the normal operation of the property or any business carried on from the property more than is necessary.

28.0 HEALTH AND SAFETY

The Purchaser warrants that the Purchaser is aware of the obligations imposed by the Health and Safety at Work Act 2015 ("the HSWA") during any entry onto the property and will ensure that the Purchaser and its agents comply with all obligations imposed on them by the HSWA. In

addition, the purchaser will comply with all reasonable health and safety requirements and regulations specified by the vendor during any entry onto the property.

29.0 WAITANGI CLAIMS

The Vendor warrants that as at the date of this Agreement they are unaware of any claim under the Treaty of Waitangi Act 1975 which may affect the property.

30.0 Resource Consents

The vendor will, at the vendor's cost, take such steps as may be reasonably necessary to transfer and assign to the purchaser (if any, and to the extent they are capable of assignment) all permits, licences, water rights and consents held by the vendor that relate exclusively to the property and to the farming of the same. The purchaser shall provide to the vendor no later than five (5) working days prior to settlement date with signed transfers, of any consents or rights and the vendor shall provide fully signed copies to the purchaser on settlement. It shall otherwise be the purchaser's sole responsibility to procure any resource consents that may be required for the purchaser's intended use of the property.

31.0 CORE ACQUISITION PRICE

The parties record that the purchase price as stated ("the Purchase Price") does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of the definition of "consideration" in section EW 32 of the Income Tax Act 2007 is equal to the Purchase Price. The parties agree that the lowest price the parties would have agreed on for the property on the date the agreement was entered into if payment had been required in full at the time the first right in the property is transferred is the Purchase Price.

32.0 UNAMORTISED CAPITAL DEVELOPMENT EXPENDITURE

Included in the sale is any unamortised capitalised development expenditure as at the settlement date which may be available to the purchaser, subject to prevailing taxation legislation. The vendor does not warrant that a tax benefit will be available to the purchaser nor does the vendor make any representation or undertaking as to the value of any tax benefits but does undertake to disclose any unamortised capitalised development expenditure to the purchaser as at the settlement date.

32.1 The vendor shall authorise its accountant to provide to the purchaser the details of any development expenditure on the property still to be amortised for tax purposes and will make the balance of any development expenditure still to be amortised for tax purposes available to the purchaser.

33.0 Mycoplasma Bovis (Mbovis) condition

33.1 The Vendor and Purchaser acknowledge that as at the date of this agreement the property is not subject to:

(a) A Restricted Place Notice issued under section 130 of the Biosecurity Act 1993 (RPN);

or

(b) A Notice of Direction issued under section 122 of the Biosecurity Act 1993 (NOD).

33.2 If, prior to settlement, the Vendor becomes aware that any adjacent property is subject to an RPN or NOD as a result of livestock situate on those properties testing positive to mycoplasma bovis or other notifiable disease (the affected livestock), the Vendor will notify the Purchaser and take reasonable precautions to minimise contact between livestock depastured on the Vendor's property and the affected livestock.

33.3 If, prior to the Purchaser taking possession of the property, the property becomes subject to a RPN or NOD or both as a result of livestock depastured upon the property testing positive to mycoplasma bovis or other notifiable disease, the Vendor may, at its option, notify the

Purchaser of a deferment of settlement and the settlement date shall be deferred until the earlier of:

(a) Five (5) working days after the removal of either the NOD or the RPN or both; or

(b) Sixty (60) days after the removal of all livestock from the property;

("deferment").

33.4 The parties agree that neither party shall have a claim against the other in respect of any such RPN, NOD or deferment of settlement date pursuant to clause 33.3, and the default and penalty interest provisions contained in this agreement will not apply in respect of such RPN, NOD or such deferment.

34.0 Effluent System

The purchaser acknowledges and agrees (notwithstanding anything elsewhere contained in the agreement);

a) The vendor makes no representation or warranties as to whether the effluent system complies with the requirements of the relevant authority controlling such matters, and the purchaser acknowledges that the effluent system sold on an "as is" basis.
b) The vendor warrants to the best of its knowledge that there are no current or threatened legal proceedings and have not been served any notice to fix the effluent system on the property as at the date of this agreement.

35.0 Subdivision

35.1 For the purposes of this clause 36, the following terms bear the following meanings:

(a) *Subdivision* means the subdivision, substantially in accordance with the LT Plan and Subdivision Consent RCA/2026/134, of the vendor's land contained in records of title 422915 and SA27B/703 to enable a separate single record of title to issue for the land contained in record of title SA27B/703 and the part of the land contained in record of title 422915 that is included in the property (being the proposed Lot 2 on the LT Plan, subject to the provisions of this clause 36) and includes all associated actions required for or in relation to that subdivision.

(b) *LT Plan* means the draft land transfer plan attached to this agreement as Schedule 4, as the same may be varied by the vendor (provided that any material change to the area of the proposed Lot 2 on the LT Plan will require the approval of the purchaser).

35.2 The vendor will, at its cost, as soon as reasonably practicable, complete the Subdivision including by:

(a) completing any works required to effect the Subdivision;

(b) instructing its surveyor to submit the LT Plan to the Thames-Coromandel District Council for its approval under section 223 of the Resource Management Act 1991;

(c) applying for and pursuing the issue of a certificate by the Thames Coromandel District Council under section 224(c) of the Resource Management Act 1991 in respect of the Subdivision; and

(d) depositing the LT Plan with Land Information New Zealand.

35.3 In completing the Subdivision, the vendor will be entitled to register over, or surrender in respect of, the property all such instruments and interests as may be reasonably required in respect of or to complete the Subdivision or to reflect the terms of this agreement, on terms acceptable to the vendor in its discretion. Without limiting the generality of this clause, this includes the registration of:

(a) the right to convey water referred to in the LT Plan (being the existing water supply from the water bore on the property to the land contained in record of title 422914 and the proposed Lot 1 under the LT Plan and which will include the right to take water from such bore), which will provide for the costs of maintenance, repair and replacement to be shared as follows:

i. 25% to the registered owner from time to time of the land contained in record of title 422914;

ii. 25% to the registered owner from time to time of the land to be contained in the proposed Lot 1 on the LT Plan; and

iii. 50% to the registered owner from time to time of the property; and

(b) a land covenant including terms substantially consistent with those attached to this agreement as Schedule 5 or as the vendor may otherwise require.

36.0 Exempt Supply

36.1 The parties agree and acknowledge that the dwelling on the property and its associated curtilage is to be treated as exempt for GST purposes under the Goods and Services Tax Act 1985. If the Inland Revenue Department determines otherwise or that the value of the exempt supply differs from the agreed value and GST or additional GST is payable as a result, then

(a) the purchaser must pay that GST or additional GST in addition to the purchase price; and

(b) the requirements of clause 14.0 of the General Terms of Sale of this Agreement will apply.

37.0 No warranty

37.1 The purchaser acknowledges and agrees that:

(a) the vendor will not be liable if it is found that any fence is not erected on the true boundary of the property and the vendor shall not be required to shift any existing fence that is in reasonable proximity of the boundary;

(b) the vendor gives no warranty in terms of the past, current or future performance or production capability of the property;

(c) the vendor gives no warranty as to the continued supply of or the potable quality of any water sourced on the property;

(d) the vendor gives no warranty in respect of the condition of the earth dam and the purchaser will accept the dam in its present condition.

38.0 Methamphetamine Contamination Acknowledgement

The purchaser acknowledges that prior to entering into this agreement, the purchaser has been advised and made aware that the dwelling situated on the property has been identified as having a methamphetamine contamination.

The vendor will do further testing to identify the areas and have the house professionally cleaned to a suitable standard of 1.2mg or less. This will be carried out at the vendors cost prior to settlement and a certified result will be supplied to the purchaser..

FURTHER TERMS OF SALE

735 Tairua SH25 Road, Onemana, Whangamata

SCHEDULE 4 – LT PLAN

Refer attached

Title Plan - LT 636965

Toitū Te Whenua Land Information New Zealand

Survey Number	LT 636965
Surveyor Reference	8424 QUIXLEY ENTERPRISES
Surveyor	Callum Ross Stewart
Survey Firm	Stewart Group Ltd (Whangamata)
Surveyor Declaration	

Survey Details

Dataset Description	LOTS 1 AND 2 BEING A SUBDIVISION OF LOT 2 DP 406507 AND EASEMENT OVER PART LOT 1 DPS 1303		
Status	Initiated	**Survey Class**	Class B
Land District	South Auckland	**Survey Approval Date**	
Submitted Date		**Deposit Date**	

Territorial Authorities

Thames-Coromandel District

Comprised In

RT 422914
RT SA27B/703
RT 422915

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 636965	Fee Simple Title	1.1580 Ha	1318198
Lot 2 Deposited Plan 636965	Fee Simple Title	4.8380 Ha	1318199
Area A Deposited Plan 636965	Easement		
Area B Deposited Plan 636965	Easement		
Area C Deposited Plan 636965	Easement		
Area D Deposited Plan 636965	Easement		
Area E Deposited Plan 636965	Easement		
Area F Deposited Plan 636965	Easement		
Area G Deposited Plan 636965	Easement		
Area H Deposited Plan 636965	Easement		
Total Area		5.9960 Ha	

LT 636965 Schedule/Memorandum

Land registration district	Territorial authority
South Auckland	Thames-Coromandel District

Schedule of Easements

Parcels shown with a prefix of *HL*- include height-limited boundaries

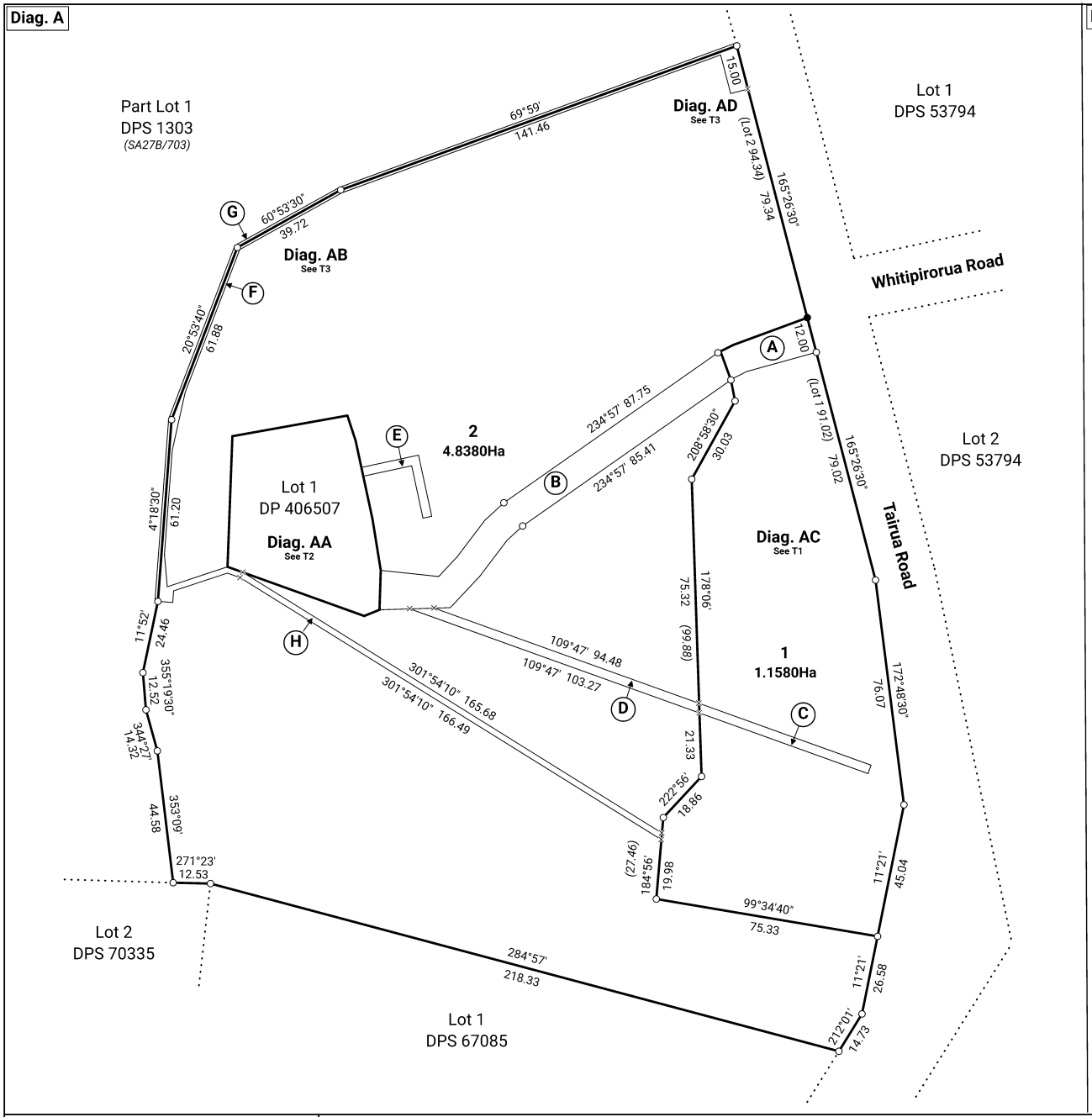
PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
Right to convey water	F	Lot 2	Lot 1, Lot 1 DP 406507
" "	G	Part Lot 1 DPS 1303	Lot 1, Lot 1 DP 406507
" "	H	Lot 2	Lot 1

Schedule of Existing Easements

PURPOSE	SHOWN	BURDENED LAND	CREATING DOCUMENT
Right of way	A	Lot 1	8680722.3
" "	B	Lot 2	8680722.3
Right to convey electricity, telecommunications and computer media	C	Lot 1	8680722.3
" "	D	Lot 2	8680722.3
Right to drain sewage	E	Lot 2	8680722.3

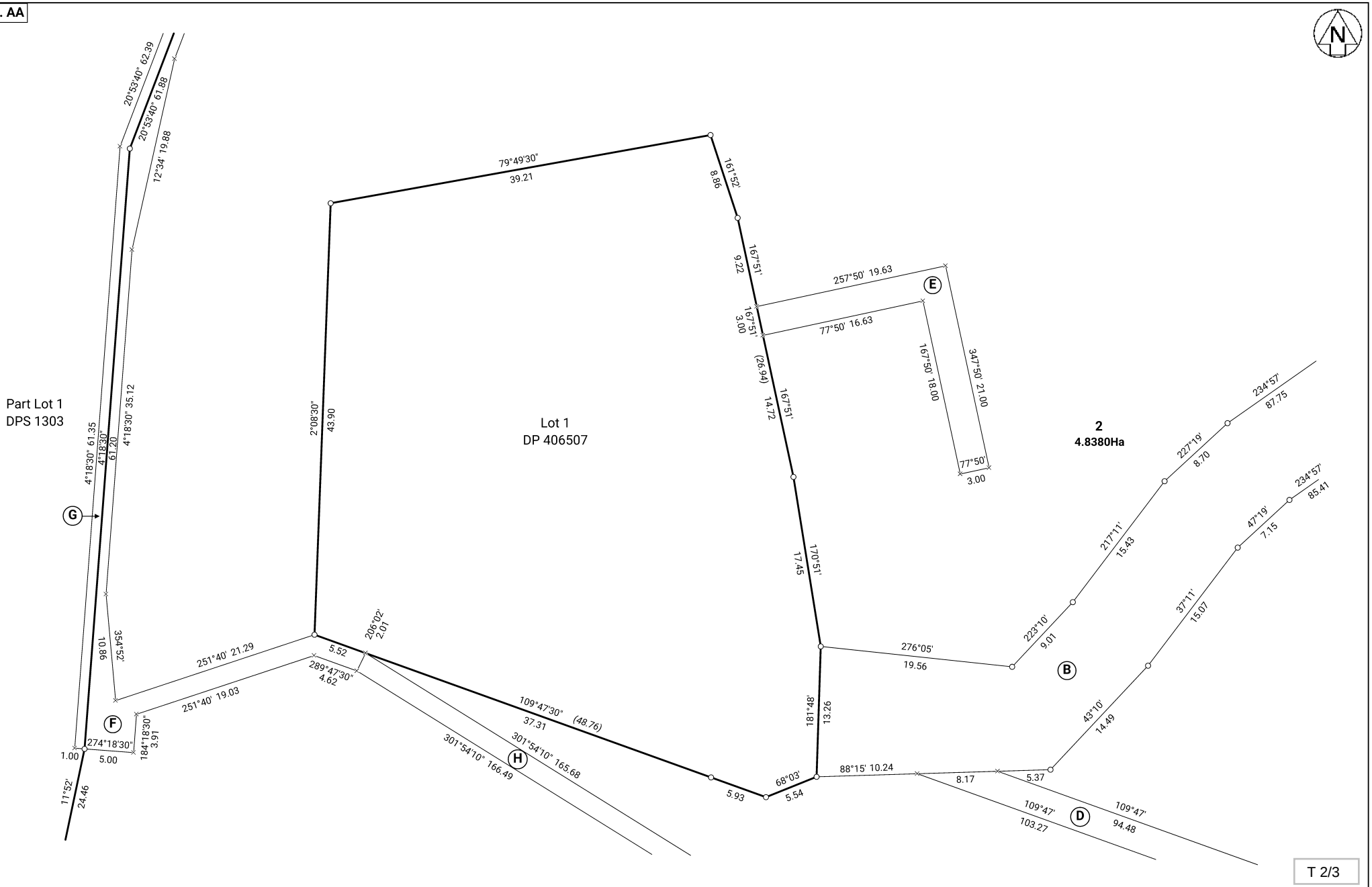
Amalgamation Conditions

That Lot 2 heron and Part Lot 1 DPS 1303 (RT SA27B/703 be held in the same Record of Title (LINZ reference 1989316)



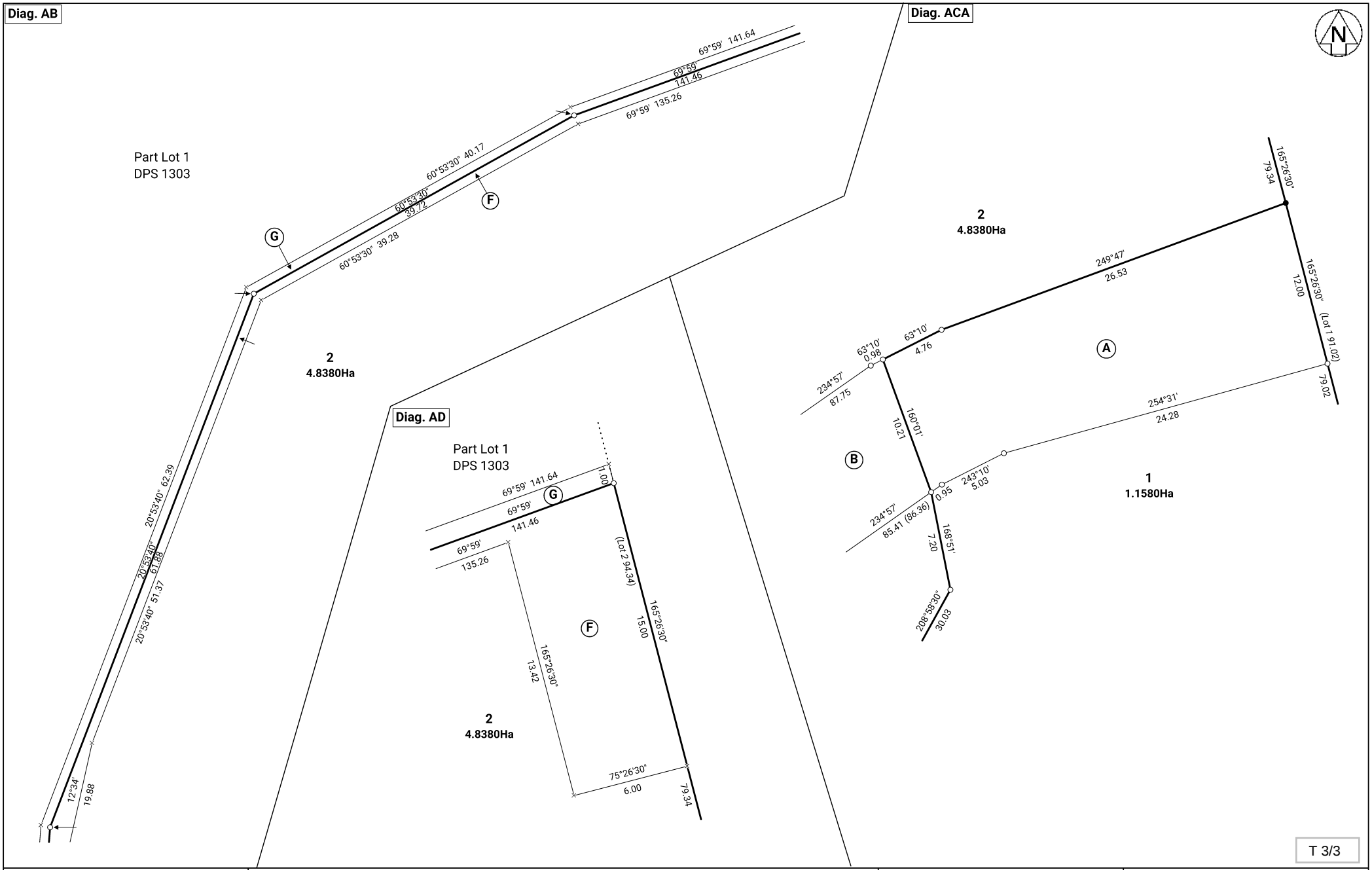
Land District: South Auckland Generated 06/11/2026 03:46 pm, Page 3 of 5	LOTS 1 AND 2 BEING A SUBDIVISION OF LOT 2 DP 406507 AND EASEMENT OVER PART LOT 1 DPS 1303	Surveyor: Callum Ross Stewart Firm: Stewart Group Ltd (Whangamata) Ref: 8424 QUIXLEY ENTERPRISES	Title Plan LT 636965 DRAFT

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Land District: South Auckland Generated 06/11/2026 03:46 pm, Page 4 of 5	LOTS 1 AND 2 BEING A SUBDIVISION OF LOT 2 DP 406507 AND EASEMENT OVER PART LOT 1 DPS 1303	Surveyor: Callum Ross Stewart Firm: Stewart Group Ltd (Whangamata) Ref: 8424 QUIXLEY ENTERPRISES	Title Plan LT 636965 DRAFT



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Land District: South Auckland Generated 06/11/2026 03:46 pm, Page 5 of 5	LOTS 1 AND 2 BEING A SUBDIVISION OF LOT 2 DP 406507 AND EASEMENT OVER PART LOT 1 DPS 1303	Surveyor: Callum Ross Stewart Firm: Stewart Group Ltd (Whangamata) Ref: 8424 QUIXLEY ENTERPRISES	Title Plan LT 636965 DRAFT

FURTHER TERMS OF SALE

735 Tairua SH25 Road, Onemana, Whangamata

SCHEDULE 5 – COVENANT PROVISIONS

1. Land affected

1.1. The land being:

1.1.1. Resultant Lot 1 (being the proposed Lot 1 under the LT Plan);

1.1.2. Resultant Lot 2 (being the proposed Lot 2 under the LT Plan); and

1.1.3. The Neighbouring Land, in ROT 422914.

2. Buildings

2.1. No more than one residential building in the form of a single house may be retained on either Resultant Lot 1 or the Neighbouring Land. A replacement house may be erected only if the existing house is removed or demolished before the replacement house is occupied, and no other building intended for residential use is permitted.

2.2. No building or structure intended for residential use may be erected or retained on Resultant Lot 2 without the prior written consent of the registered proprietors of the Neighbouring Land and Resultant Lot 1.

3. Further Subdivision

3.1. Neither Resultant Lot 1 nor the Neighbouring Land may be further subdivided, unit titled, cross-leased or included in a boundary adjustment without the prior written consent of all registered proprietors of the land benefiting the relevant covenant.

3.2. Resultant Lot 2 may not be separately subdivided, transferred, reduced, removed from the shared record of title, or included in a boundary adjustment without the prior written consent of all registered proprietors of the Neighbouring Land. This restriction does not apply to Part Lot 1 DPS 1303. For the avoidance of doubt, notwithstanding that Part Lot 1 DPS 1303 will be held in the same record of title as Resultant lot 2, Part Lot 1 DPS 1303 is excluded from both the benefit and burden of these covenants.

4. Enforcement

4.1. An owner of benefited land may enforce a covenant against an owner or occupier of burdened land.

4.2. Before commencing enforcement proceedings, the enforcing owner must give written notice identifying the breach and allow 10 working days for remedy, except where urgent relief is reasonably required.

4.3. The defaulting owner must pay the reasonable costs of remedying and enforcing a proven breach.

FURTHER TERMS OF SALE

735 Tairua SH25 Road, Onemana, Whangamata

5. Duration, variation and release

5.1. The covenants continue indefinitely unless the covenant instrument states a fixed expiry date.

5.2. A covenant may be varied, surrendered or released only:

5.2.1. by an instrument in registrable form signed by all owners whose benefited land is affected; and

5.2.2. with any consent required from any mortgagee (including an encumbrance holder) or a statutory authority.

SCHEDULE 3

(GST Information – see clause 15.0)

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):44-459-403	
1(b) (i)	All of the property is being used as a principal place of residence at the date of this agreement.	~~Yes/~~No~~/NA~~
(ii)	The supply of all of the property will be a taxable supply.	~~Yes/~~No~~/NA~~
(iii)	Part of the property is being used as a principal place of residence at the date of this agreement	Yes~~/No/NA~~
(iv)	That part is: Farm accommodation (e.g. "the main farmhouse" or "the apartment above the shop")	
(v)	The supply of that part described in 1(b)(iv) will be a taxable supply.	~~Yes/~~No~~/NA~~
Section 2 Purchaser		
2(a)	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b)	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
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). **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 Yes/No
2(e)	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
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.	Yes/No
3(b)	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
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). **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 Yes/No

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BEFORE BIDDING AT THE AUCTION

- If you are the successful bidder or you sign this agreement before or after the auction, this sale will be legally binding on you.
- If you are the successful bidder, the auctioneer may sign the Memorandum of Contract on your behalf if you should fail or refuse to do so.
- It is recommended you seek professional advice before bidding, or if you sign this agreement before or after the auction, before signing. **You should always get legal advice before bidding at the auction and throughout the buying and selling process.**
- TLANZ 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 9, clause 10, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser bids at the auction or signs this Memorandum of Contract, 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 BECOMING THE SUCCESSFUL BIDDER AT THE AUCTION.

MEMORANDUM OF CONTRACT

Date of Memorandum:

At, or prior to, or subsequent to, the auction (*delete as applicable*),

PURCHASER'S NAME: **and/or nominee ("the purchaser")**

became the purchaser of the property by being the highest bidder, or by agreeing with the vendor to purchase the property.

The vendor agrees to sell and the purchaser agrees to purchase the property and chattels included in the sale for the purchase price stated below in accordance with the terms and conditions of this agreement.

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Purchase price: $

Plus GST (if any) OR ~~**Inclusive of GST** (if any)~~**.**
If neither is deleted, the purchase price includes GST (if any).

Deposit: $

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' named on the front page or 'purchaser' named above, or

(b) they have authority to bind the party named as 'vendor' named on the front page or 'purchaser' named above.

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) or Auctioneer:

_____

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

Signature of Vendor(s) or Auctioneer:

_____

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 TLANZ: 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 TLANZ: 4997WFP or REINZ).

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

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

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PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY AUCTION

Address of Property:
735 Tairua SH25 Road, Onemana, Thames-Coromandel, Waikato

VENDOR:
Quixley Enterprises Limited as trustee of the Quixley Trading Trust

Contact Details:

VENDOR'S LAWYERS:
Firm: Chapman Tripp (Auckland)
Individual Acting: Nick Tillman
Email: nick.tillman@chapmantripp.com
Contact Details: PO Box 2206
Shortland Street
Auckland 1140
Ph: 09 357 9668

Email Address for Service of Notices (clause 3.4)**:** nick.tillman@chapmantripp.com

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:
Firm:
Individual Acting:
Email:
Contact Details:

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Email Address for Service of Notices (clause 3.4)**:**

Auctioneer:
PGG Wrightson Real Estate Limited - Sloane Morpeth

Licensed Real Estate Agent listing property: PGG Wrightson Real Estate Limited (Hamilton)
PGG Wrightson Real Estate

Manager: Camron Meade
Salesperson: Allister Coombe allister.coombe@pggwrightson.co.nz (027 507 7622)
Second Salesperson:
Contact Details:
Cnr Rostrevor St & Vialou St
Hamilton 3204
Ph: 07 858 5338 hamilton@pggwre.co.nz

Licensed Real Estate Agent under Real Estate Agents Act 2008

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Thames-Coromandel
Operative in Part District Plan 2024
Zone: Rural Zone

NOTES:
1. Levels are in terms of New Zealand Vertical Datum 2016 - NZVD2016
2. Comprised in: 422915
3. Total RT Area: 5.9970ha
4. Registered Owners: Quixley Enterprises Limited
5. Contours shown at 1m intervals
   Contours derived from LINZ Data Service - Waikato LiDAR 1m DEM (2024)
6. Boundary positions and areas are indicative only and are subject to survey.

PROPOSED SCHEDULE OF EASEMENTS			
Purpose	Shown	Serv. Ten	Dom. Ten
Right to Convey Electricity	A	Lot 2	Lot 1
Right to Convey Water	G	Lot 2	Lot 1
	H	Pt Lot 1 DPS 1303	Lot 1

SCHEDULE OF EXISTING EASEMENTS			
Purpose	Shown	Serv. Ten	Dom. Ten
Right of Way, Right to Convey Water, Electricity, Telecommunications and Computer Media	B	Lot 1	Lot 1 DP 406507
	C	Lot 2	
Right to Convey Electricity, Telecommunications and Computer Media	D	Lot 1	
	E	Lot 2	
Right to Drain Sewage	F	Lot 2	

Amalgamation Condition:
1. That Lot 2 heron & Part Lot 1 DPS 1303 (RT 5A27B/703) be held in the same Record of Title.

I, Callum Ross Stewart, Registered Professional Surveyor do hereby certify that this plan has been prepared by me for the purposes of an application for resource consent under the provisions of the Resource Management Act 1991 and should not be used for any other purposes.

5 / 6 / 26

Thames Coromandel District Council

Consents Planner: Tasma Larden
RCA: 2026/134
Plan Approved on: 8/10/2026

COUNCIL APPROVAL STAMP

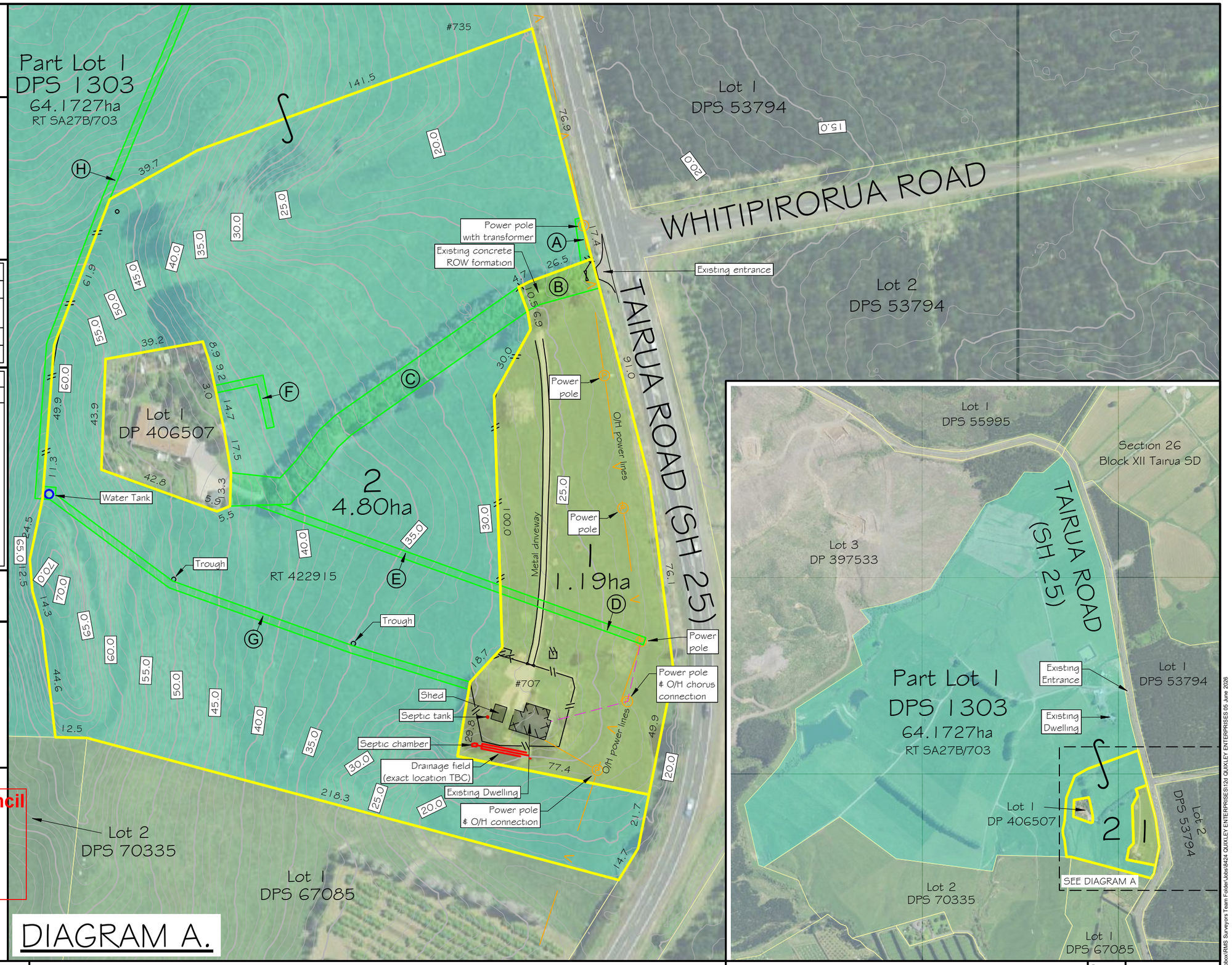


DIAGRAM A.

Date: 05 June 2026	Scale: 1:1500	(A3)

No.	Date	Revision Details	By
A	5/6/26	Add Diagram A	BTA

PROPOSED BOUNDARY ADJUSTMENT
LOT 2 DP 406507 & PT LOT 1 DPS 1303
707 & 735 TAIRUA ROAD, ONEMANA

RMS SURVEYORS
PROPERTY DEVELOPMENT CONSULTANTS

Drawn	BTA	Project No.	8424
Designed		Drawing No.	S1
Verified		Revision:	A
Approved			

C:\Users\RMS\RMS Surveyors Dropbox\RMS Surveyors Team Folder\Jobs\8424 QUIXLEY ENTERPRISES\12d QUIXLEY ENTERPRISES 05 June 2026

8th of October 2026 RCA/2026/134

Quixley Enterprises Ltd
C/O RMS Surveyors
PO Box 93
Whangamata 3643

Hello

SUBDIVISION RESOURCE CONSENT: DECISION
Re: Quixley Enterprises Ltd - 707 Tairua Road SH25 Onemana, 735 Tairua Road SH25 Onemana

This letter is to inform you of Thames-Coromandel District Council's decision to **grant** your application for a subdivision consent to cancel Consent Notice 8680722.1 and undertake a boundary adjustment subdivision in the rural zone at 707 Tairua Road SH25 Onemana and 735 Tairua Road SH25 Onemana (LOT 2 DP 406507, Pt LOT 1 DPS 1303, LOT 2 DP 406507, LOT 2 DPS 70335), in accordance with sections 104B and 106 of the Resource Management Act 1991, subject to the conditions below.

It is important that you fully understand and comply with all the conditions of your consent. However, if you are dissatisfied with any aspect of the decision, you have the right to lodge an objection. Information regarding the lodging of an objection can be found in the advice notes.

Please also note the following:

- Pursuant to section 223 of the RMA, certification must be applied for and obtained within 5 years of the granting of this consent.
- Pursuant to section 224 of the RMA, the final completion certification must be signed and deposited within 3 years of section 223 certification being obtained.
- In accordance with section 128 of the RMA, Council may review the conditions of consent at any time prior to the issue of the final 224 completion certificate.

Decision 1 – Boundary Adjustment

That the Thames-Coromandel District Council resolve pursuant to sections 104 and 106 of the Resource Management Act 1991, to **grant** a subdivision consent for a boundary adjustment.

The consent holder shall comply with the following conditions:

Fees and Charges

1. The consent holder shall not give effect to this consent (or any part thereof) until such time as the following charges, have been paid in full:

   (a) All fixed charges relating to the receiving, processing and granting of this resource consent under sections 36(1), 36AAA and 36AAB of the Resource Management Act 1991 (RMA) including a consent compliance monitoring fee of $495 (inclusive of GST); and

   (b) All additional charges imposed under section 36(5) of the RMA to enable the council to recover its actual and reasonable costs in respect of this application.

   The Council's administrative charges for receiving and processing this application in accordance with sections 36, 36AAA and 36AAB of the RMA, must be paid in full within 15 working days of receipt of the invoice for this decision, unless otherwise agreed in writing with the Council's Development Planning Manager. The consent compliance monitoring fee shall be paid as part of the resource consent fee and the consent holder will be advised of any further monitoring charge or charges as they fall due. Such further charges are to be paid within one month of the date of invoice.

A. Prior to the survey plan being signed pursuant to section 223 of the Resource Management Act 1991, the following conditions are to be complied with:

Survey Plan

1. That the subdivision authorised by this consent proceeds in general accordance with the approved subdivision plan prepared by RMS Surveyors titled *"Proposed Boundary Adjustment Lot 2 DP 406507 and PT Lot 1 DPS 1303 707 and 735 Tairua Road, Onemana ",* signed and dated by Council on the 8th of October 2026.

Memorandum of Easements

2. Pursuant to section 243 of the Resource Management Act 1991, any necessary easements as required shall be included in a memorandum of easements endorsed on the survey plan. The applicant shall meet all costs relating to the creation of easements. The easements shall be placed over:

   i. All private service leads or drainage lines, where they cross property boundaries.
   ii. Right-of-way/access.

Amalgamation Condition

3. That Lot 2 heron and Part Lot 1 DPS 1303 (RT SA27B/703 be held in the same Record of Title (LINZ reference 1989316)

B. Prior to the 'Completion Certificate' being signed pursuant to Section 224(c) of the Resource Management Act 1991, all conditions of consent are to be complied with, including the following:

GENERAL

1. That the subdivision authorised by this consent proceeds in general accordance with the information provided with the application, namely:

    - Subdivision consent application prepared by RMS Surveyors and dated 5th of June 2026

Existing Effluent Field Location

2. The consent holder shall provide written confirmation from a Licensed Cadastral Surveyor that the existing Lot 1 effluent disposal field is contained within the allotment boundaries or has been relocated so as to comply with Permitted Activity Rules 3.5.7 of the Waikato Regional Council rules for Onsite Wastewater Discharges noting the required separation distances to boundaries and surface water to the satisfaction of the Development Engineer.

Advice note:

The proposed works may require a separate Building Consent under the Building Act 2004. It is the responsibility of the consent holder obtain a Building Consent before commencing the works. Evidence of compliance, including any issued CCC, must be provided to the Development Engineer at the 224 stage.

Existing Stormwater Soakage Devices Location

3. The consent holder shall provide written confirmation from a Licensed Cadastral Surveyor that all existing onsite stormwater soakage devices and associated reticulation are located or have been relocated within the appropriate proposed allotment boundaries to the satisfaction of the Development Engineer. Note that a building consent may be required for the relocation of any internal private reticulation.

Decision 2 – Section 221(3) of the Resource Management Act 1991 - Cancellation of Consent Notice

That the Thames-Coromandel District Council resolve pursuant to Section 221 (3) of the Resource Management Act 1991, to **grant** approval for the cancellation of consent notice 8680722.1 as it related to both Lot 1 DP 406507 (RT 422914) and Lot 2 DP 406507 (RT 422915)

Reason for decision:

The consent notice is proposed to be cancelled pursuant to section 221(3) of the Resource Management Act 1991. All affected property owners have agreed to the cancellation, and the consent notice is no longer considered necessary to achieve its original resource management purpose. The planning framework has changed significantly since the consent notice was imposed, and any future subdivision or development remains subject to the current District Plan and any required resource consent processes. Accordingly, the cancellation of the consent notice is not expected to result in adverse environmental effects and is considered appropriate.

Advice Notes

1. Should the applicant wish to formally object to this decision please advise the Council's Development Planning Manager in writing within 15 working days of the receipt of this letter, stating reasons for the objection and the preferred outcomes.

   If no response is received within 15 working days it will be assumed that the applicant accepts this decision and it will be regarded as final.

2. Pursuant to section 125 of the RMA, this consent lapses five years after the date it is granted unless:

   (a) The consent is given effect to when the 223 certificate has been issued; or
   (b) The council extends the period after which the consent lapses.

3. The onus shall rest on the consent holder to demonstrate that the completed works meet Council's requirements and accepted engineering standards. To this end developers are advised to employ suitably qualified and experienced contractors and maintain records of the quality control process.

4. All fees associated with approvals and inspections will need to be paid prior to the release of the 224(c) certificate.

Development Contributions Advice Note

The proposal has been assessed against the requirements of the Development Contributions Policy and we confirm that no development contributions are payable.

A copy of the decision report is attached for your information.

If you have any questions or concerns about any aspect of the decision or consent conditions, please contact me on (07) 868 0200.

Signed for and on behalf of the Thames-Coromandel District Council:



……..
Tasma Larden
Resource Consent Planner
REGULATORY SERVICES

Date: 8th of October 2026

Notice of Commencement of Works

PLEASE POST OR EMAIL THIS COMPLETED PAGE AT LEAST 3 WORKING DAYS BEFORE STARTING WORK

To: **Thames-Coromandel District Council**
515 Mackay Street, Private Bag
THAMES

Or Email: customer.services@tcdc.govt.nz

Attention: Environmental Compliance Officer

Resource consent details:

Address: 707 Tairua Road SH25 Onemana, 735 Tairua Road SH25 Onemana

Application no: RCA/2026/134

Proposal: Cancellation of Consent Notice and Boundary Adjustment subdivision in the Rural zone.

Work will start on: _____
(Date)

Owner's contact details:

Name: _____

Telephone: _____

Mobile phone: _____

Postal address: _____

Contractor's contact details (e.g. builder, earthmover)

Name: _____

Telephone: _____

Mobile phone: _____

THAMES COROMANDEL DISTRICT COUNCIL	**RESOURCE MANAGEMENT ACT 1991** **ASSESSMENT AND DETERMINATION OF AN APPLICATION FOR RESOURCE CONSENT**
	DISCRETIONARY ACTIVITY SUBDIVISION CONSENT

Reporting Officer:	Tasma Larden
Consent Number:	RCA/2026/134
Applicant:	Quixley Enterprises Ltd
Site Address:	707 Tairua Road SH25 Onemana, 735 Tairua Road SH25 Onemana
Legal Description:	LOT 2 DP 406507, Pt LOT 1 DPS 1303, LOT 2 DP 406507, LOT 2 DPS 70335
Application:	Cancellation of Consent Notice and Boundary Adjustment subdivision in the Rural zone.

1.0 Introduction

1.1 Description of the Proposal

RMS Surveyor (the agent) has applied for resource consent on behalf of Quixley Enterprises Ltd (the applicant) to undertake the cancellation of Consent notice 8680722.1. The existing consent notice restricts further subdivision of the site, including boundary relocations and also restricts the number of dwellings allowed on site. It is proposed to cancel this consent notice in full for both properties party to the consent notice, which will enable the proposed boundary adjustment in accordance with the District Plan standards. The proposed boundary adjustment is illustrated on the RMS Surveyors scheme plan shown below in figure 1.

The application seeks the cancellation of consent notice 8680722.1 as it related to both Lot 1 DP 406507 (RT 422914) and Lot 2 DP 406507 (RT 422915).

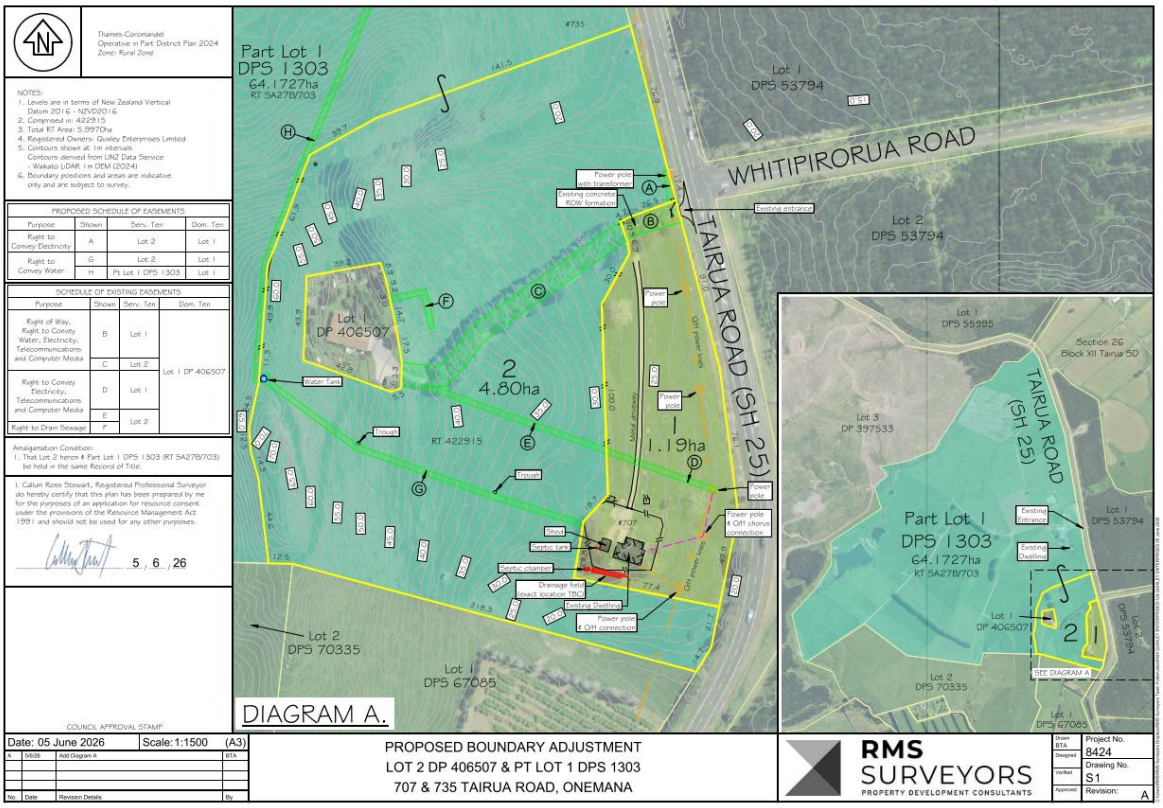


Figure 1 - Proposed Scheme Plan

It is proposed to undertake a boundary adjustment between Lot 2 DP 406507 and Part Lot 1 DPS 1303, as shown on RMS Surveyors Scheme Plan above.

The proposal will reduce the area of Lot 2 DP 406507 to create a rural residential allotment around the existing dwelling and associated access and services. As a result, Part Lot 1 DPS 1303 will increase in area through the addition of adjoining grazing land.

Both land parcels are currently held in common ownership and are operated as a single farming unit. The proposed boundary realignment is intended to better reflect the existing pattern of land use and occupation by aligning legal boundaries with established land management practices.

Lot 1 will comprise approximately 1.15 hectares and will contain the existing dwelling, residential curtilage, vehicle access and entranceway. The northern boundary is proposed to follow the existing fence line and the alignment of the right-of-way easement. The western boundary generally follows the existing fence line toward the dwelling before diverging to encompass the existing wastewater treatment and disposal area. The southern boundary has been configured to avoid the existing overhead electricity connection prior to intersecting with the road boundary. The eastern boundary will remain unchanged along the road reserve.

Lot 1 has been designed to include the existing vehicle access, electricity connection and wastewater disposal infrastructure. Water is supplied from an existing bore located on the adjoining farm, with this arrangement proposed to continue. RMS Surveyors Scheme Plan 8424 S1 Rev A identifies the location of existing services and the easements proposed to secure ongoing water supply arrangements. No changes are proposed to existing access or servicing arrangements.

The balance lot (Lot 2) will comprise approximately 4.84 hectares of grazing land and will be amalgamated with the adjoining farm property, Part Lot 1 DPS 1303, which has an area of 64.1727 hectares. Following amalgamation, a single certificate of title will be issued for the combined landholding, resulting in a total area of approximately 69.01 hectares.

Other than the incorporation of grazing land into Part Lot 1 DPS 1303 and the creation of easements to formalise existing water supply arrangements, no changes are proposed to land use, access, servicing, or site infrastructure. The proposal is therefore limited to a boundary adjustment that better aligns cadastral boundaries with the existing use and occupation of the land.

1.2 History

Previous applications on site are shown below:

707 Tairua Road

BP/40851 – 1992 – K09242 Milan wood fire
ABA/2015/226 – 2015- Replace existing Woodburner including flue and new woodsman ECR Novo.

735 Tairua Road

BP/40880 – 1982 - A27419 Demolish vat stand top
BP/40879 – 1882 - A27420 Implement shed on exist foundation
BP/40878 – 1982 - A27673 Dwelling sharemilkers cottage
BP/40874 – 1993 – 93/1084 Rumpus/Utility building
ABA/2001/622 – 2001 - Dwelling Extension – Study
RMA/2009/28 – 2009 - To construct an earth embarkment dam across an existing gully with a combined service emergency spillway over the left abutment into an adjacent valley.
ABA/2010/719 – 2010 – PIM ONLY – Earth Embankment Irrigation Dam
ABA/2013/65 – 2013 - PIM ONLY - Remedial Work to Dam
ABA/2015/222 – 2015 - Replace existing Woodburner including Flue with New Woodsman ECR Novo.

1.3 Site and Locality Description

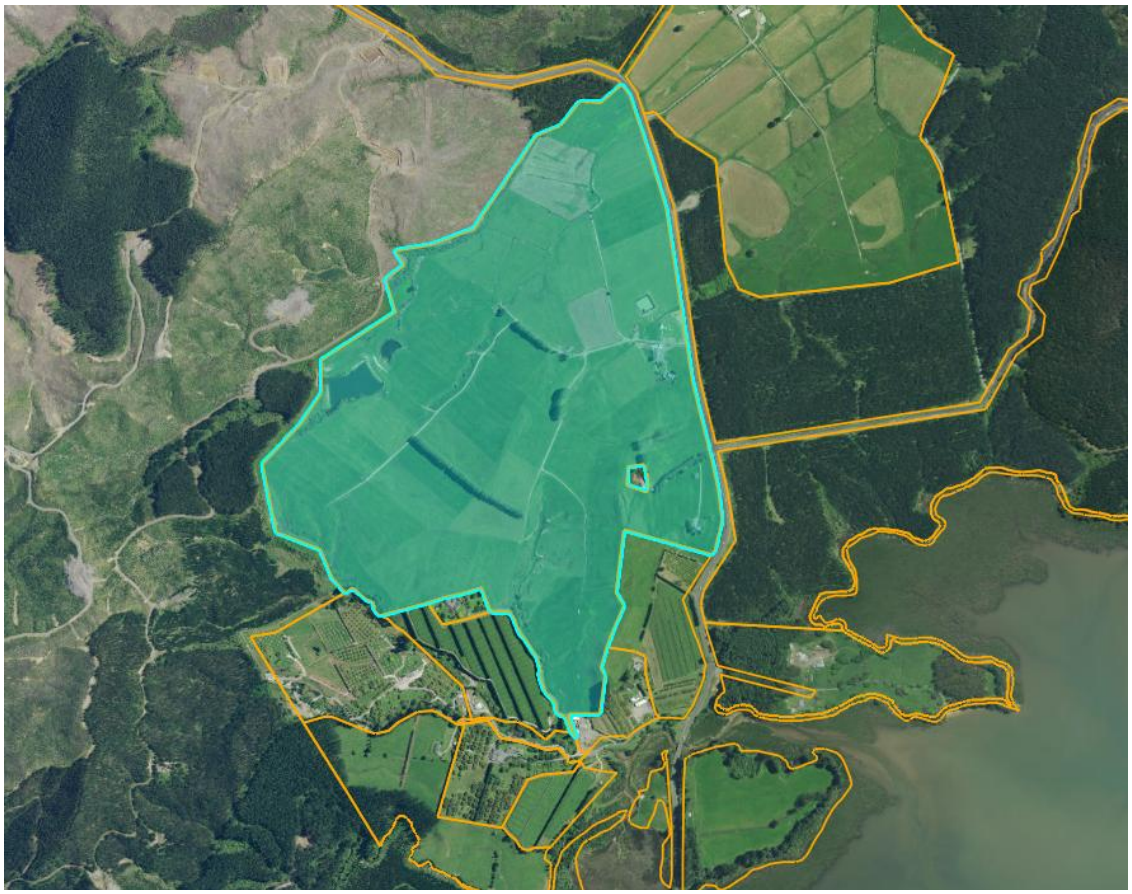
A site visit was undertaken on the 30th of June 2026.

The subject site is located at 707 Tairua Road (State Highway 25), Onemana, approximately 6 km north of Whangamatā. The property is accessed via an existing formed entrance from Tairua Road and comprises predominantly grazing land with an existing dwelling and associated residential curtilage situated in the southern part of the site adjacent to the road frontage. The surrounding environment is rural in character and is predominantly utilised for farming and grazing activities. The subject site and adjoining property are held in common ownership and are operated as part of a single farming unit. The wider locality is characterised by a mix of pastoral farmland, rural dwellings, and associated farm infrastructure.

1.4 Locality Plan



Figure 2 - Locality Plan


Figure 3 - Locality plan

1.5 Internal Referrals

The application has been referred to the Council's Development Engineer for comment and assessment. These assessments are below:

Proposal
A boundary adjustment with an existing dwelling on proposed Lot 1. Lot 2 is to be amalgamated with Part Lot 1 DPS 1303 which also has an existing dwelling.

Site Visit Details
Not required.

Geotechnical
Proposed Lot 1 and Part Lot 1 DPS 1303 both have existing dwellings.

Earthworks
No earthworks are required as part of this development.

Sewer
Both existing dwellings have existing onsite treatment and disposal.

Stormwater
Both existing dwellings have existing onsite disposal.

Water supply
Both existing dwellings have existing onsite supply.

Utility Services
No change to the existing situation is proposed.

Vehicle crossings
Existing ROW B has a vehicle crossing onto SH25 and no additional musers are proposed.

Part Lot 1 DPS 1303 has a vehicle crossing onto SH25 and no additional musers are proposed.

Rights of Way
Existing Rights of way B & C will remain, and no additional users are proposed.

On-site parking & manoeuvring
The proposed lot sizes and configuration are able to comply with the COP requirements.

The Council's Development Engineer has recommended a number of conditions and is satisfied the proposal meets the relevant engineering requirements.

2.0 Planning Framework

The Thames - Coromandel District Plan was declared Operative in Part on the 15th of March 2024 in accordance with clause 17 (2) of Schedule 1 of the RMA. All provisions relating to the subject application are confined to the sections of the District Plan which are Operative in Part, therefore I do not consider the applicable provisions of the Operative Plan (2010) to have any relevance.

2.1 Special Purpose Provisions and Overlays

Operative in Part District Plan

N/A

2.2 Zoning

Operative in Part District Plan

Rural Zone

2.3 Designations, Limitations and Interests

The site is not affected by any designations. Lot 2 DP 406507 and Part Lot 1 DPS 1303 are held within separate Records of Title, being Record of Title 422915 and Record of Title SA27B/703 respectively.

Record of Title 422915 is subject to a consent notice (Instrument 8680722.1) and registered easements (Instrument 8680722.3).

The consent notice was imposed as a condition of subdivision consent SUB/2007/100 and restricts the site to one residential building and prohibits further subdivision, including boundary relocations. As the current proposal involves a boundary adjustment, the applicant seeks cancellation of the relevant consent notice provisions. This matter is considered in the assessment of effects section of this report.

Record of Title 422915 is also subject to a number of registered easements. The application documentation and scheme plan identify the location and purpose of these easements, including proposed easements associated with ongoing water supply arrangements.

Record of Title SA27B/703 is not subject to any registered interests relevant to the assessment of this application.

2.4 Reasons for Consent

Resource consent is required under the RMA for the following reasons:

Operative in Part District Plan

Section 38 (Subdivision) – Operative in Part District Plan

RULE 2 Boundary adjustment

*1. A boundary adjustment is a **controlled activity** provided:*

- *a) The boundary adjustment does not cause or increase non-compliance with standards in the Plan or resource consent conditions; and*
- *b) The subject titles prior to the boundary adjustment are contained within the same zone; and*
- *c) The adjustment involves a common boundary between two or more contiguous lots.*
- *d) The boundary adjustment does not:*
  - *i) Increase the number of lots fronting a state highway unless access is gained via a local road; or*
  - *ii) Where there is no local road access, access to the state highway is shared and the number of state highway vehicle crossings does not exceed the number of frontages existing prior to the boundary*

adjustment.

2. *The Council reserves its control over matters 1-7 in Table 4 at the end of Section 38.*
3. *…*
4. *…*

An assessment of the proposal against Rule 2.1 is below:

The proposed boundary adjustment will not increase any existing non-compliances, nor does it create any new non-compliances with any standard in the District Plan. Both titles are within the same zone and the adjustment involves a common boundary. The number of frontages or vehicle crossings to the State Highway will not increase. Therefore, the proposal is a **controlled activity** under Section 41, Rule 2 of the District Plan.

Cancellation of the Existing Consent Notice

Section 221(3) of the RMA states that at any time after the deposit of the survey plan the owner may apply to a territorial authority to vary or cancel any condition specified in a consent notice.

2.5 Activity Status

The boundary adjustment application shall be assessed as a **controlled activity.** The change to the consent notice is an innominate activity and requires assessment as a **discretionary activity.**

Overall, the application shall be assessed as a **DISCRETIONARY ACTIVITY.**

Section 95A and 95B
Report Determining Notification of an Application

3.0 Public Notification Assessment

Section 95A of the RMA requires a step by step process to determine whether public notification of an application is required or precluded under certain circumstances.

Step 1: The provisions in sections 95A(2) and (3) explain when public notification is mandatory. The application must be publicly notified if any one of the following apply:

(a) the applicant has requested that the application be publicly notified; or
(b) public notification is required under section 95C; or
(c) the application is made jointly with an application to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

The applicants have not requested public notification of the application, public notification is not required under section 95C, and the application does not involve recreation reserve land.

Step 2: If none of the criteria in sections 95A(2) and (3), Step 1, are met, then we are required to proceed to sections 95A(4) to (6) which describe when public notification is precluded. Where public notification is precluded we are then required to go to **Step 4** section 95A(9) and consider whether there are any special circumstances.

Public notification of this application is not precluded under Step 2, sections 95A(4) to (5).

Step 3: If any of the criteria in step 2, section 95A(5) are not met, then we must consider sections 95A(7) and (8) and whether public notification is required. If either of the criteria in section 95A(8) are met, then the application should be publicly notified. For example a rule in a plan or national environment standard requires public notification or the activity will have or is likely to have adverse effects on the environment that are more than minor under section 95D.

Under section 95A(8)(b), public notification is required if the Council as consent authority decides, in accordance with section 95D, that the activity will have or is likely to have adverse effects on the environment that are more than minor. In determining whether an application will have adverse effects on the environment that are more than minor, section 95D requires that Council disregard:

- any effects on persons who own or occupy the land in, on or over which the activity will occur; or
- any land adjacent to that land; and
- trade competition and the effects of trade competition; and
- any effect on a person who has given written approval to the application.

In addition, the Council may disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect.

I consider the adjacent properties to the site as those shown with a star on the map below.

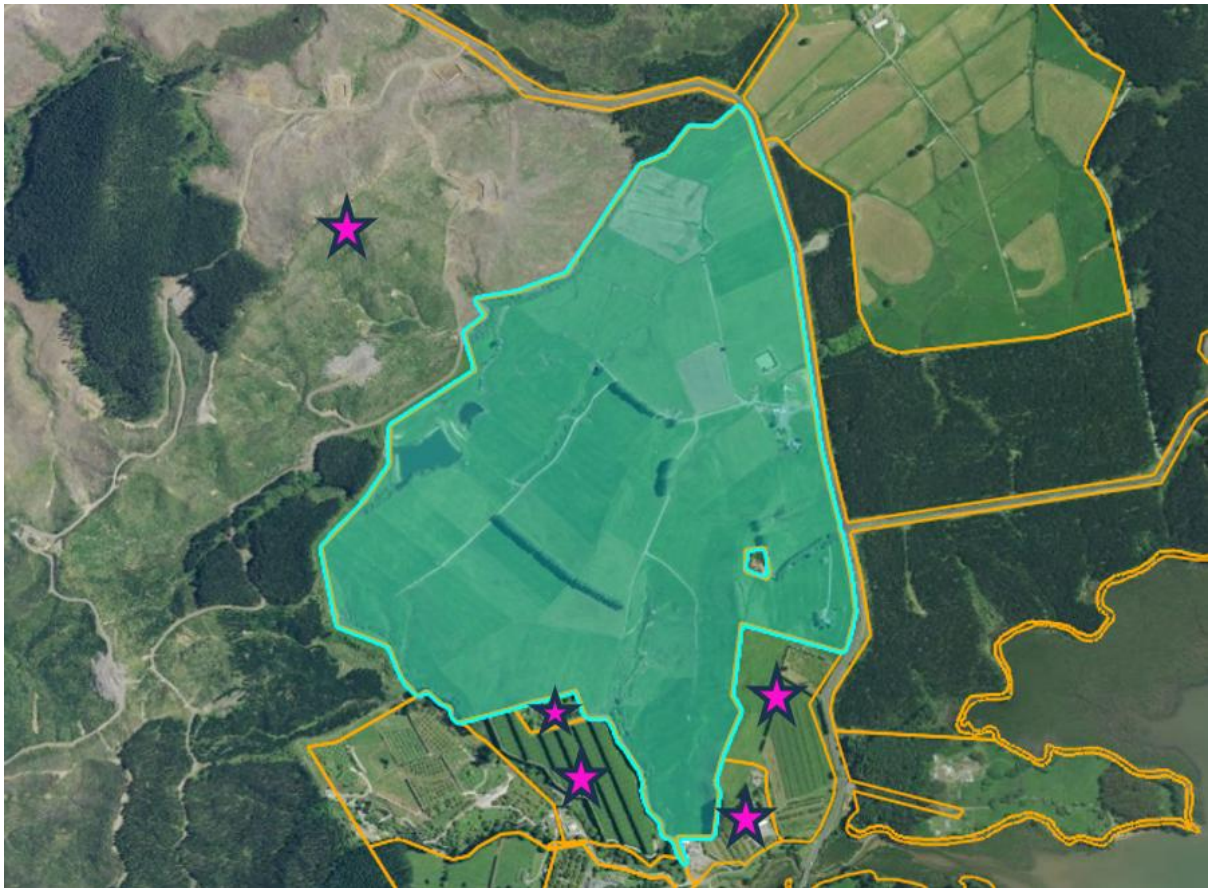


Figure 4 - Map Showing Adjacent Properties

Assessment of Adverse Effects on the Environment

I note that due to the bundling effect the overall activity status is discretionary, however this is as a direct result from the change to the consent notice. The boundary adjustment activity is a controlled activity. For the purposes of this assessment, I consider that the controlled activity matters for the boundary adjustment offer a relevant guide to assess the adverse effects on the environment. This is indicated in the following section:

Controlled Activity Matters – Boundary Adjustment

In accordance with Section 38, Rule 2.2, the Council reserves its control over matters 1 to 7 in Table 4 at the end of Section 38. Below is an assessment of the proposal against the controlled activity matters:

	Controlled Activity Matters	Assessment
1.	A building platform for each lot free from inundation (including sea level rise), erosion, subsidence and slippage. The Council may require a report on the geotechnical suitability of each lot (including any restrictions on development) from a chartered professional engineer.	The proposal does not impact existing buildings and consents approved for future buildings on both sites. Council's Development Engineer confirmed no engineering conditions are required. As there are no additional development rights, I consider existing suitability of the land will not change because of the proposal. Therefore, any effects to the surrounding environment due to site

		suitability is less than minor.
2.	Provision of suitable access requirements and the provision of power, sewage, and stormwater to each lot. The Council may require a report on these matters (including any restrictions on development) from a chartered professional engineer.	Both titles will retain legal frontage via existing access entrance formations to the road. Even though Lot 1 is being reduced in size it will retain the existing service connections, sewage and stormwater disposal relevant to the existing dwelling. The balance lot retains all existing access and servicing arrangements.
3.	If applicable, the consistency and compliance with the original land use consent.	N/A
4.	Consistency with the relevant Rural Subdivision Design Principles and Guidelines for the zone (refer to Appendix 4 (if relevant).	For Controlled Activities, Appendix 4 is relevant as guidance only. The proposal maintains the existing character of the sites, the use of the sites will not be changed, no new buildings are proposed and there are no additional developmental rights. Therefore, the proposal is consistent with Appendix 4. Any character and amenity effects to the surrounding environment would be less than minor.
5.	For the conversion of cross lease sites to freehold sites, the apportionment of land area to each respective lot (taking into account exclusive use areas).	The proposal does not involve cross lease sites, so this is not applicable
6.	Compliance with the Code of Practice for Subdivision and Development (October 2013).	No physical works are required, and the Development Engineer has not raised concerns (i.e. no engineering conditions are required). Therefore, there are no adverse effects to the surrounding environment in terms of compliance with the Code of Practice.
7.	The necessity or requirement for any easements and the suitability of their location.	Easements are proposed to ensure that Lot 1 retains rights to electricity and water supply. These are shown on the proposed scheme plan.

Cancellation of Consent Notice Condition C2

The applicants seek to cancel Condition C2 of Consent Notice 8680722.1 in its entirety for both Lots 1 and 2. Both property owners that are party to the consent notice support the removal of the restriction.

The purpose of a consent notice is to ensure that conditions continue to achieve a resource management outcome that remains necessary and relevant. Condition C2 prohibits any further subdivision of either lot. Given that all parties with the benefit and burden of the consent notice have agreed to its removal in its entirety off all affected titles, there are no affected persons who oppose the amendment.

The planning framework has changed since the approval of the original subdivision with a new District Plan (Operative in Part District Plan (2024)) and national environmental standards. It is understood that the purpose of the consent notice conditions was to manage precedent and district plan integrity issues. Given that the planning framework has shifted with enabling provisions around residential development in both the District Plan and the National Environmental Standard Dethatched Minor Residential Unit (NESDMRU), I consider that removing the consent notice would not create an adverse effect in terms of the wider environment. Removing the consent notice does not automatically allow further subdivision of the site as of right. Any further subdivision, requires resource consent, and must be assessed on its own merits against the appropriate planning provisions.

The other consent notice condition to be cancelled is the provision that restricts each allotment to a single dwelling including no residential accessory buildings. Consent notices are intended to ensure that ongoing resource management outcomes remain necessary and relevant. In this case, it is not clear what the environmental outcome that was sought from this restriction. Development on the site either for farming or residential purposes is controlled by the relevant rules and standards in the District Plan The cancellation of the condition does not, in itself, authorise additional dwellings or development. Any future development must still comply with the District Plan and, where required, obtain the necessary resource consents.

Accordingly, the cancellation of the consent notice in its entirety is unlikely to result in adverse effects in itself. The consent notice will be removed in its entirety from all affected titles and is no longer considered necessary to achieve its original purpose, cancellation of the condition is considered both reasonable and appropriate.

Step 3 Conclusion

Having considered the information submitted with the application and visited the site, it is my opinion that the adverse effects on the environment arising from the proposal to cancel the consent notice and undertake a boundary adjustment would be less than minor.

Public notification of the application is therefore not required under sections 95A(7)(b) and (8) of the RMA unless there are special circumstances.

Step 4: If any of the section 95A(8) criteria are not met, then there must be an assessment of whether any special circumstances exist pursuant to section 95A(9). If there are, then section 95A(9)(a) states that the application should be publicly notified. If there are no special circumstances, then section 95A(9)(b) states that the application should not be publicly notified.

I am satisfied that there are no special circumstances that warrant public notification of this application.

4.0 Decision

That the application **is not publicly notified** in accordance with sections 95A(7)(b), (8)(b) and (9)(b) of the RMA, because under section 95D it is my opinion, the activity will not have or is not likely to have adverse effects on the environment that are more than minor, and there are no special circumstances.

The Council has, under Section 34A of the RMA, delegated to the Reporting Officer its functions and powers under the RMA in relation to the notification of applications.

5.0 Limited Notification Assessment - Section 95B

If public notification of the application is not required under section 95A, then section 95A(9)(b) of the RMA requires the Council to determine whether limited notification of the application is required under section 95B. Under section 95B, the Council must undertake a step by step process to determine whether limited notification of an application is required or precluded in certain circumstances.

Step 1: Sections 95B(2) to (4) set out the instances when certain affected groups or persons must be notified. Essentially, the following groups or persons must be notified if considered affected:

(a) any affected protected customary rights groups; or

(b) any affected customary marine title groups (with regard to a consent application for an 'accommodated' activity as defined in the Marine and Coastal Area (Takutai Moana) Act 2011); or

(c) if the proposed activity is on or adjacent to, or may affect, land that is the subject of a statutory acknowledgement made in accordance with an Act specified in Schedule 11, and the person to whom the statutory acknowledgment is made is an affected person under section 95E.

I do not consider that there are any affected protected customary rights groups, customary marine title groups or persons to whom a statutory acknowledge is made that are affected by the proposal for the following reasons:

- The proposal will have negligible effects on the coastal environment below mean high water springs;
- There are no statutory acknowledgements listed in Schedule 11 of the RMA that are relevant to the proposal; and
- There are no applications made under the Marine and Coastal Area (Takutai Moana) Act 2011 of relevance to the proposal.

Step 2: If none of the persons or groups in sections 95B(2) to (4) are affected then sections 95B(5) and (6) require, an assessment of whether limited notification of the application is precluded in certain circumstances. If either of the criteria in section 95B(6) apply, then limited notification is precluded and we are then required to go to **Step 4** section 95B(10) and consider whether there are any special circumstances.

Limited notification of this application is not precluded under Step 2, sections 95B(5) and (6) of the RMA. Therefore an assessment as to the persons who are adversely affected by the proposal is required.

Step 3: If an application does not meet the criteria in section 95B(6), then we are required to consider the provisions in sections 95B(7) to (9) on whether, certain other affected persons must be notified in accordance with section 95E of the RMA.

Assessment of Affected Persons

I do not consider that there are any persons who may be adversely affected by this activity because:

- The proposal does not create any additional allotments. It simply relocates a common boundary between two existing titles held in common ownership, with the balance lot being amalgamated with the adjoining farm property.
- No additional development rights are created as a result of the proposal. Existing dwelling entitlements remain unchanged and any future subdivision or development would still require assessment under the Resource Management Act and District Plan provisions.
- The proposal does not alter the established pattern of land use. The existing dwelling, residential curtilage, access and servicing remain associated with the residential lot, while the balance land continues to be used for grazing and farming purposes.
- Rural character and amenity values are maintained as there are no changes to the appearance, intensity, or scale of development on either property
- Existing access arrangements are retained, with no new vehicle crossings, accessways, roads, or transport infrastructure required. Consequently, there are no additional traffic or transportation effects.
- Existing servicing arrangements, including water supply, wastewater disposal and electricity connections, are retained. Easements are proposed where necessary to formalise and protect existing service arrangements.
- The boundary adjustment does not affect highly productive land, reduce productive capacity, or constrain ongoing rural production activities. The balance farm holding will remain a large and viable rural unit following amalgamation.
- The Consent Notice will be cancelled in its entirety from all affected properties. Cancellation of the consent notice is not considered to give rise to adverse environmental effects, as the existing planning framework continues to control future subdivision and development, and the consent notice no longer serves an identifiable resource management purpose.

Step 3 Conclusion

Limited notification of the application is not required under section 95B(9) of the RMA unless there are special circumstances.

Step 4: Use of Step 4 turns on the assessment in Step 2 i.e. if the application meets either of the criteria in section 95B(6), then a consent authority must determine “whether special circumstances exist in relation to the application which warrant notification of it to any other persons not already determined to be eligible for notification under section 95B (excluding persons assessed under section 95E as not being affected persons)”. If special circumstances exist then those persons must be notified of the application. If the answer is no, then do not notify anyone else.

I am satisfied that there are no special circumstances that warrant any other person being eligible for limited notification of this application.

6.0 Decision

That the application **is not limited notified** because in my opinion there are no groups or persons that are affected by the proposed activity under sections 95B(2), (3), (7), (8), (9), (10)(b) of the RMA, and there are no special circumstances.

The Council has, under section 34A of the Resource RMA, delegated to the Reporting Officer its functions and powers under the RMA in relation to the notification of applications.

Reporting Officer:



…….....
Tasma Larden
Resource Consent Planner
REGULATORY SERVICES

Reviewing Officer:



…….....
Katy Dimmendaal
Development Planning Team Leader
REGULATORY SERVICES

Date: 8th of October 2026

7.0 Consideration of the application

Section 104 states the matters Council must have and must not have regarded when considering the application.

7.1 Actual and Potential Effects

Subject to Part 2, section 104 and 104B of the RMA requires the Council to have regard to any actual and potential effects on the environment of allowing the activity.

Section 106 of the RMA is required to be considered by the Council in relation to natural hazards and access. Council can refuse to grant a subdivision consent or may grant a subdivision consent subject to conditions.

As discussed in Section 3.0 of this report, overall, this resource consent is assessed as a discretionary activity. However, the discretionary activity status is solely due to the cancellation of the existing consent notice. Therefore, for the boundary adjustment, I consider the controlled activity matters 1 to 7 in Table 4 in at the end of Section 38, appropriate for guidance. I assessed the adverse effects on the surrounding environment against these controlled activity matters in Section 3.0 and Section 5.0. To summarise, these matters include site suitability, servicing and access, easements, and character and amenity (rural subdivision design principles), and the code of practice. It was found that the adverse effects from the boundary adjustment to the surrounding environment is less than minor.

Conditions have been imposed to ensure the boundary adjustment and cancellation of the existing consent notice is carried out in a way that is consistent with the assessment in this resource consent report.

Regarding Section 106 of the RMA, I consider that the existing situation for natural hazards and access will not change through this proposal. This is because there will be no extra developmental rights through the boundary adjustment, and the existing access arrangements will be kept.

As discussed above the consent notice was imposed as an Augier condition as part of the subdivision consent granted in 2007. The condition was agreed to by the applicant to manage precedent and district plan integrity issues

The planning framework has changed since the approval of the original subdivision with a new District Plan (Operative in Part District Plan (2024)) and national environmental standards and has shifted with more enabling provisions around residential development in both the District Plan and the NESDMRU.

Removing the consent notice does not automatically allow further subdivision of the site as of right. Any further subdivision, requires resource consent, and must be assessed on its own merits against the appropriate planning provisions. While removal of the consent notice would increase the development potential of the affected properties, it would not create an unrestricted right to develop the land. Any future development would remain subject to the provisions of the District Plan and would require resource consent where the relevant standards cannot be met. Any future development enabled by the removal of the consent notice would be of a type and scale anticipated within the Rural Zone and would not be out

of character with the wider rural environment. Accordingly, the cancellation of the consent notice is considered appropriate.

7.2 Thames-Coromandel District Plans

Subject to Part 2 and in accordance with section 104(1)(b) of the Act it is my opinion that the following Operative in Part District Plan provisions are relevant to this application:

Operative in Part District Plan

Section 16 – Subdivision

Objective 1 –
Subdivision is located, designed, and implemented to provide for activities anticipated in the zone while maintaining the amenity values of the surrounding landscape, and protecting or enhancing biodiversity, natural character, and historic heritage.

Policy 1a –
Subdivision design shall be consistent with the relevant principles in Appendix 4 Rural Subdivision Design Principles and Guidelines.

Policy 1c –
Subdivision in the Rural Zone shall maintain the character of the Rural Area.

Section 18 – Transport

Objective 3 –
Subdivision, use and development is designed to support the integrated, safe and efficient operation of transport networks.

Policy 3c –
Subdivision, use and development, including landscaping and planting, shall not compromise the safe and efficient operation of the transport network; however the safety and efficiency of certain network users may be prioritised over other users depending on the surrounding environment (for example in the Pedestrian Core Zone pedestrians over cars).

Section 24 – Rural Area

Objective 4 –
Subdivision, use and development in the Rural Area maintain the rural character and amenity of the zone in which they are located.

Policy 4a –
Subdivision, use and development in the Rural Area should be in keeping with the character and amenity of the zone in which they are located. In particular they should not generate significant increases in dust, odour or other nuisance effects beyond those expected in the zone.

Comment:

The proposal is consistent with the relevant objectives and policies of the District Plan. The boundary adjustment has been designed to better align legal boundaries with the established pattern of land use and occupation while retaining the existing dwelling, access, servicing infrastructure and rural land uses on their respective allotments. The proposal is consistent with the Rural Subdivision Design Principles and Guidelines as it maintains rural

character, does not affect landscape values, biodiversity, natural character or heritage features, and does not reduce the productive capacity of the land. Existing vehicle access arrangements to State Highway 25 are retained, with no new crossings, traffic generation or transport infrastructure required, ensuring the safe and efficient operation of the transport network is maintained. The proposal will not alter the appearance, character or amenity of the surrounding rural environment and will not generate any additional nuisance effects such as dust, noise or odour beyond those anticipated within the Rural Zone. Accordingly, the proposal is considered to achieve the intent of Section 16 (Subdivision), Section 18 (Transport) and Section 24 (Rural Area) of the District Plan.

7.3 National Environmental Standards, National and Regional Policy Statements and Plans, Other Regulations

Subject to Part 2 and in accordance with section 104(1)(b) of the RMA, the Council must have regard to any relevant provisions of policy statements and plans.

National Policy Statement
There is no operative National Policy Statement relevant to the proposed development.

National Policy Statement on Highly Productive Land (NPS-HPL)

The subject sites are in the Rural Zone and the proposal needs a resource consent. The larger balance property contains areas of Class 3 land, and the productive value of this resource has been considered. However, the proposed boundary adjustment does not alter, fragment, or reduce the area of Class 3 land within the property. The adjustment is limited to land surrounding the existing dwelling and associated residential curtilage, while the areas of productive rural land remain within the larger farming allotment and continue to be available for rural production activities. As such, the proposal will not adversely affect the productive capacity or ongoing use of the Class 3 land and is not considered to result in any significant loss of highly productive land resources.

New Zealand Coastal Policy Statement
The proposal is consistent with the New Zealand Coastal Policy Statement.

The Hauraki Gulf Marine Park Act 2000 (HGMPA) is to be treated as a Coastal Policy Statement within the Thames-Coromandel District. The proposal does not conflict with the matters specified within sections 7 and 8 of the HGMPA.

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

The site is not a known contamination site under Waikato Regional Council's contamination register, no new buildings proposed, and no physical works are required. Thus, the proposal would not increase the risk of human health due to contamination in the soil. I consider the proposal to be a permitted activity under the NES-CS.

Other Regulations
There are no regulations I consider relevant to the proposed development.

Waikato Regional Policy Statement
I consider the proposal to be in accordance with the policies and objectives of the Operative Regional Policy Statement

7.4 Other Matters

I have considered the relevant provisions of the Operative in Part District Plan and I consider that the plan has been competently prepared under the Act with a coherent set of policies designed to achieve clear environmental outcomes. Accordingly, there is no need to consider Part 2, because doing so, would not add anything to the evaluative exercise required under 104(1).

7.5 Conclusion

Taking into account the comments above and any recommended conditions of consent, it is my opinion that the effects of allowing the cancellation of the consent notice 8680722.1 and the proposed boundary adjustment will not be contrary to the purpose and principles of Part 2 of the RMA or any relevant provisions in a national environmental standard; regulation; policy statement; regional plan; or with the Thames-Coromandel Operative in Part District Plan.

Subject to compliance with any recommended conditions of consent, it is my opinion that the effects of the allowing the cancellation of consent notice and boundary adjustment are less than minor.

It is also my opinion that the application should be granted pursuant to section 106 of the RMA.

8.0 Reasons for Decision

The following is a summary of the reasons for the decision, subject to conditions:

1. I am satisfied the proposal will be consistent with the relevant objectives and policies of the Operative in Part District Plan.

2. I am satisfied that the proposal meets the requirements of section 106 of the RMA.

3. No persons were deemed to be adversely affected by the proposal.

9.0 Decision

That the application be **granted** pursuant to sections 104, 104B and 106 of the RMA, subject to conditions.

The Council has, under Section 34A of the RMA, delegated to the Reporting Officer its functions and powers to make a determination on applications.

Reporting Officer:



…….....
Tasma Larden
Resource Consent Planner
REGULATORY SERVICES

Reviewing Officer:



…….....
Katy Dimmendaal
Development Planning Team Leader
REGULATORY SERVICES

Date: 8th of October 2026

THAMES-COROMANDEL DISTRICT COUNCIL

CANCELLATION OF CONSENT NOTICE

8680722.1

PURSUANT TO SECTION 221(3)

RESOURCE MANAGEMENT ACT 1991

IN THE MATTER OF Lot 1 DP 406507 (RT 422914) & Lot 2 DP 406507 (RT 422915)

AND

IN THE MATTER OF cancellation of Consent Notice 8680722.1

Pursuant to Section 221(3) of the Resource Management Act 1991, the **THAMES-COROMANDEL DISTRICT COUNCIL,** being satisfied that Consent Notice 8680722.1 ("Consent Notice") registered on Lot 1 DP 406507 (RT 422914) & Lot 2 DP 406507 (RT 422915) ("the Land"), may be cancelled in respect of the Land in accordance with resource consent decision RCA/2026/134, **HEREBY CANCELS** the Consent Notice in respect of the Land.

Dated this 8th day of October 2026



……

Tasma Larden

Authorised Officer

THAMES-COROMANDEL DISTRICT COUNCIL

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**422915**
Land Registration District	**South Auckland**
Date Issued	21 January 2011

Prior References
SA27B/702

Estate	Fee Simple
Area	5.9970 hectares more or less
Legal Description	Lot 2 Deposited Plan 406507
Registered Owners	

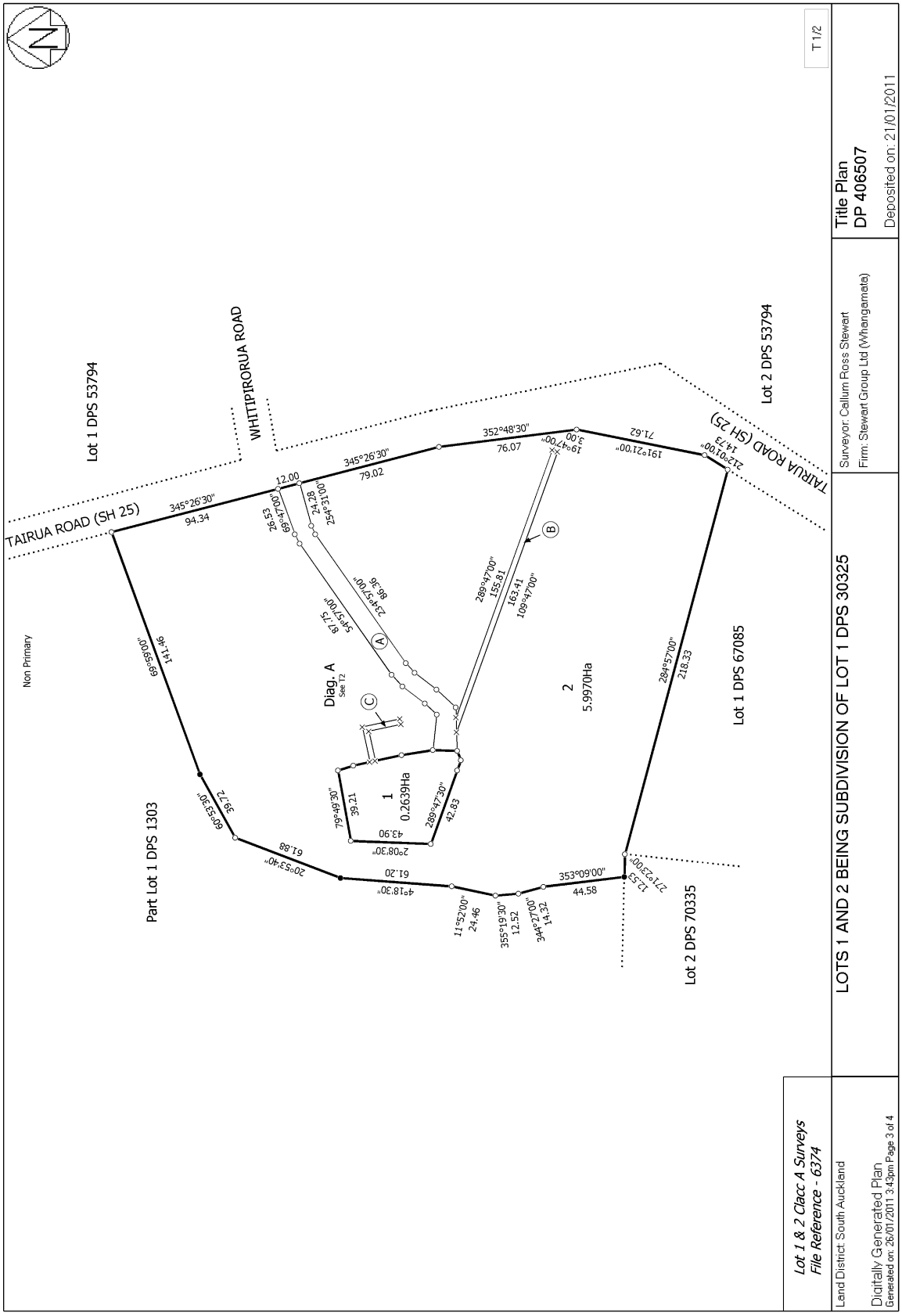
Quixley Enterprises Limited

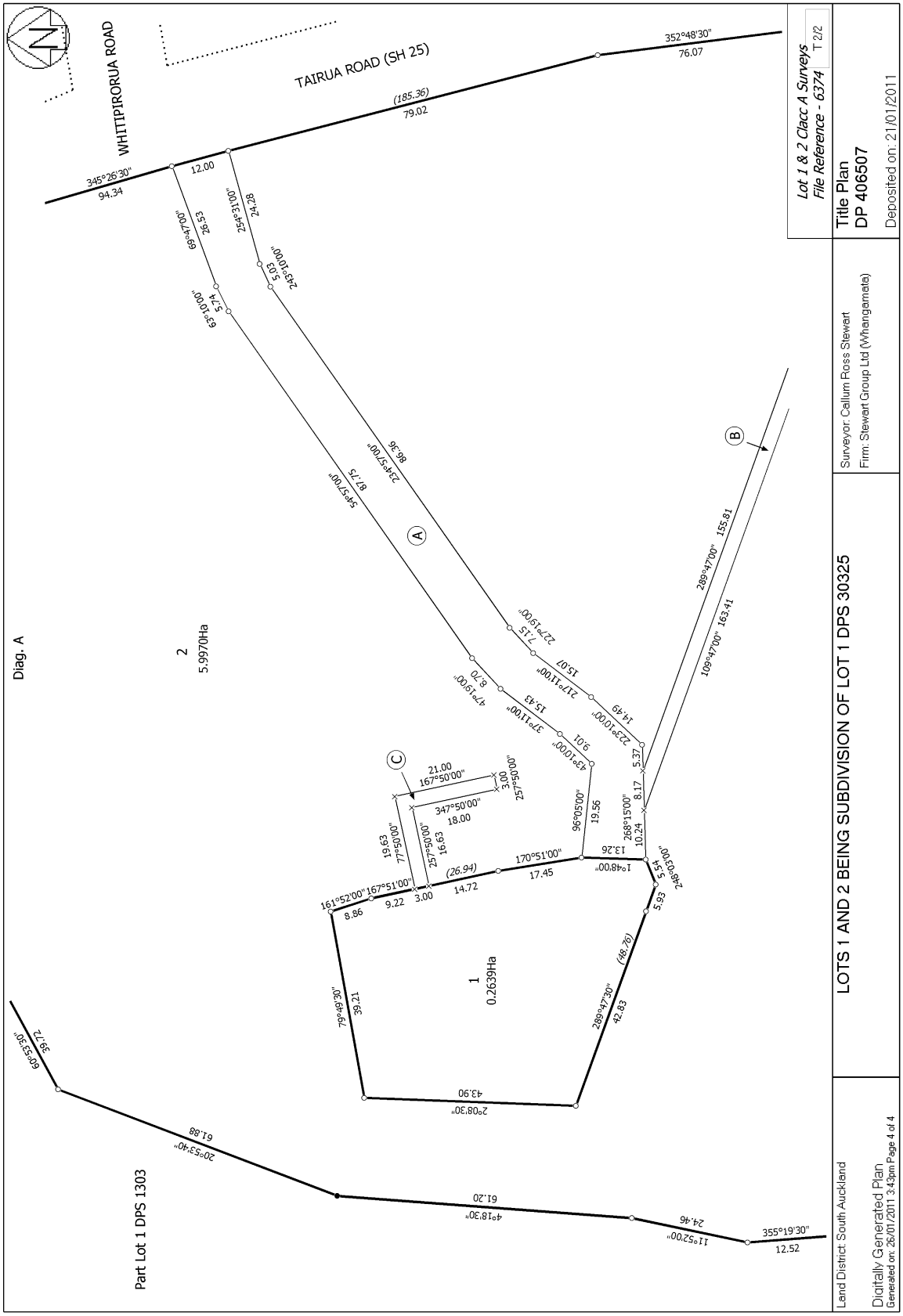
Interests

8680722.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.1.2011 at 12:12 pm

Subject to a right of way and a right to convey water over part marked A and a right to convey electricity, telecommunications and computer media over parts marked A & B and a right to drain sewage over part marked C on DP 406507 created by Easement Instrument 8680722.3 - 21.1.2011 at 12:12 pm

The easements created by Easement Instrument 8680722.3 are subject to Section 243 (a) Resource Management Act 1991


N
T 1/2
Lot 1 DPS 53794
WHITTIPIRORUA ROAD
Lot 2 DPS 53794
TAIRUA ROAD (SH 25)
TAIRUA ROAD (SH 25)
345°26'30"
94.34
12.00
345°26'30"
79.02
352°48'30"
76.07
3.00
19°47'00"
71.62
191°21'00"
14.73
212°01'00"
24.78
254°13'10"
53.62
68°47'00"
87.75
54°57'00"
86.56
234°57'00"
289°47'00"
155.81
163.41
109°47'00"
A
B
C
Diag. A
Site 12
Non Primary
141.46
69°59'00"
1
0.2639Ha
2
5.9970Ha
284°57'00"
218.33
Lot 1 DPS 67085
Part Lot 1 DPS 1303
39.72
60°53'30"
61.88
20°53'40"
61.20
40°18'30"
11°52'00"
24.46
355°19'30"
12.52
344°27'00"
14.32
353°00'00"
44.58
12.53
271°23'00"
Lot 2 DPS 70335
39.21
69°49'30"
43.90
290°08'30"
289°47'30"
42.83
Lot 1 & 2 Clacc A Surveys
File Reference - 6374
Land District: South Auckland
Digitally Generated Plan
Generated on: 26/01/2011 3:43pm Page 3 of 4
LOTS 1 AND 2 BEING SUBDIVISION OF LOT 1 DPS 30325
Surveyor: Callum Ross Stewart
Firm: Stewart Group Ltd (Whangamata)
Title Plan
DP 406507
Deposited on: 21/01/2011


WHITTIPIRORUA ROAD
TAIRUA ROAD (SH 25)
Part Lot 1 DPS 1303
Diag. A
1
0.2639Ha
2
5.9970Ha
LOTS 1 AND 2 BEING SUBDIVISION OF LOT 1 DPS 30325
Lot 1 & 2 Clacc A Surveys
File Reference - 6374
T 2/2
Title Plan
DP 406507
Deposited on: 21/01/2011
Surveyor: Callum Ross Stewart
Firm: Stewart Group Ltd (Whangamata)
Land District: South Auckland
Digitally Generated Plan
Generated on: 26/01/2011 3:43pm Page 4 of 4

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

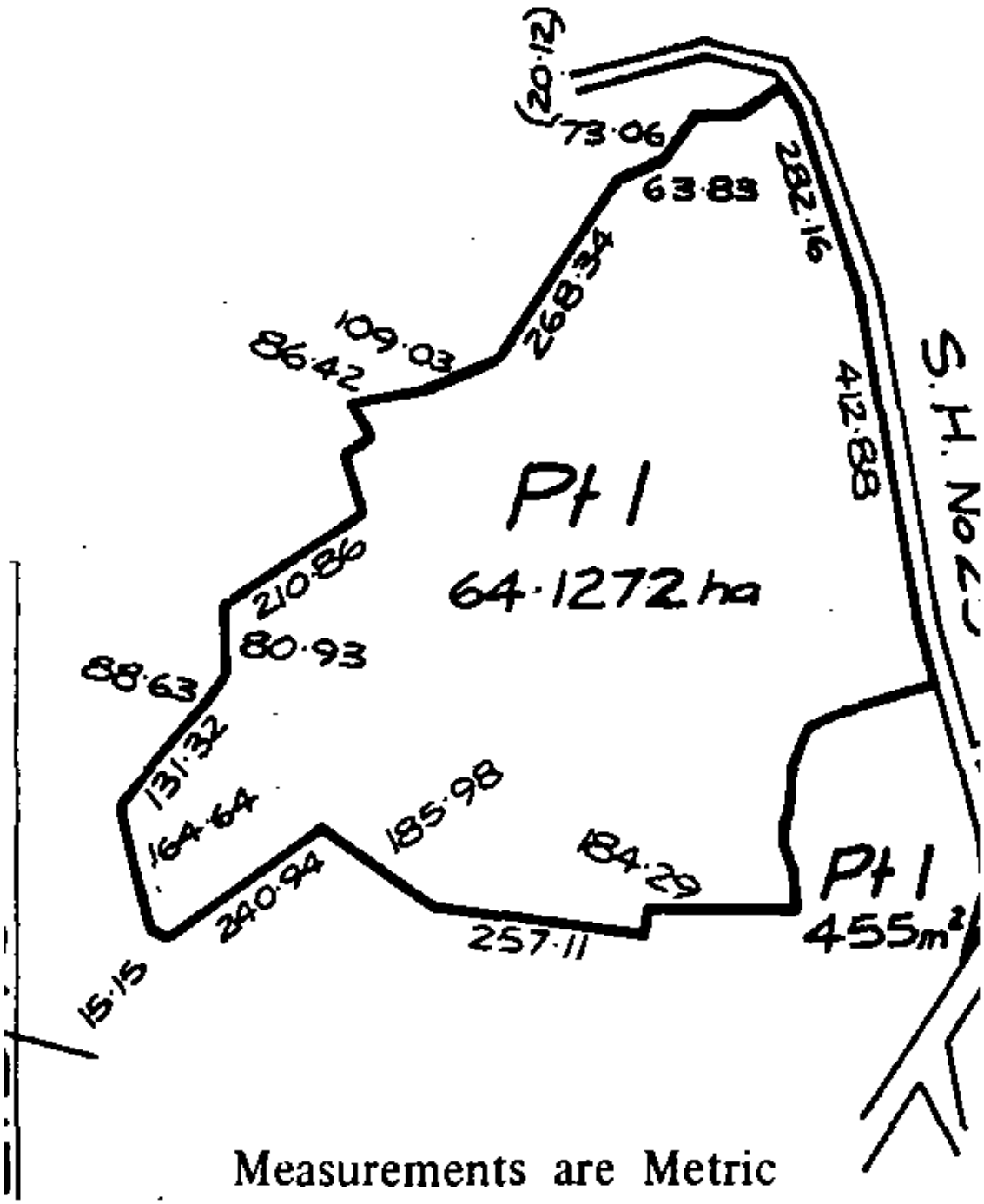
Identifier	**SA27B/703**
Land Registration District	**South Auckland**
Date Issued	18 September 1981

Prior References
SA1045/69

Estate	Fee Simple
Area	64.1727 hectares more or less
Legal Description	Part Lot 1 Deposited Plan South Auckland 1303

Registered Owners
Quixley Enterprises Limited

Interests


(20.12)
73.06
63.83
282.16
268.34
109.03
86.42
412.88
S.H. No 27
Pt 1
64.1272 ha
210.86
80.93
88.63
131.32
164.64
185.98
184.29
240.94
257.11
Pt 1
455m²
15.15
Measurements are Metric

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**SA56C/126**
Land Registration District	**South Auckland**
Date Issued	03 May 1995

Prior References
SA53D/287

Estate	Fee Simple
Area	18.6285 hectares more or less
Legal Description	Lot 2 Deposited Plan South Auckland 70335

Registered Owners
Quixley Enterprises Limited

Interests

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the above land

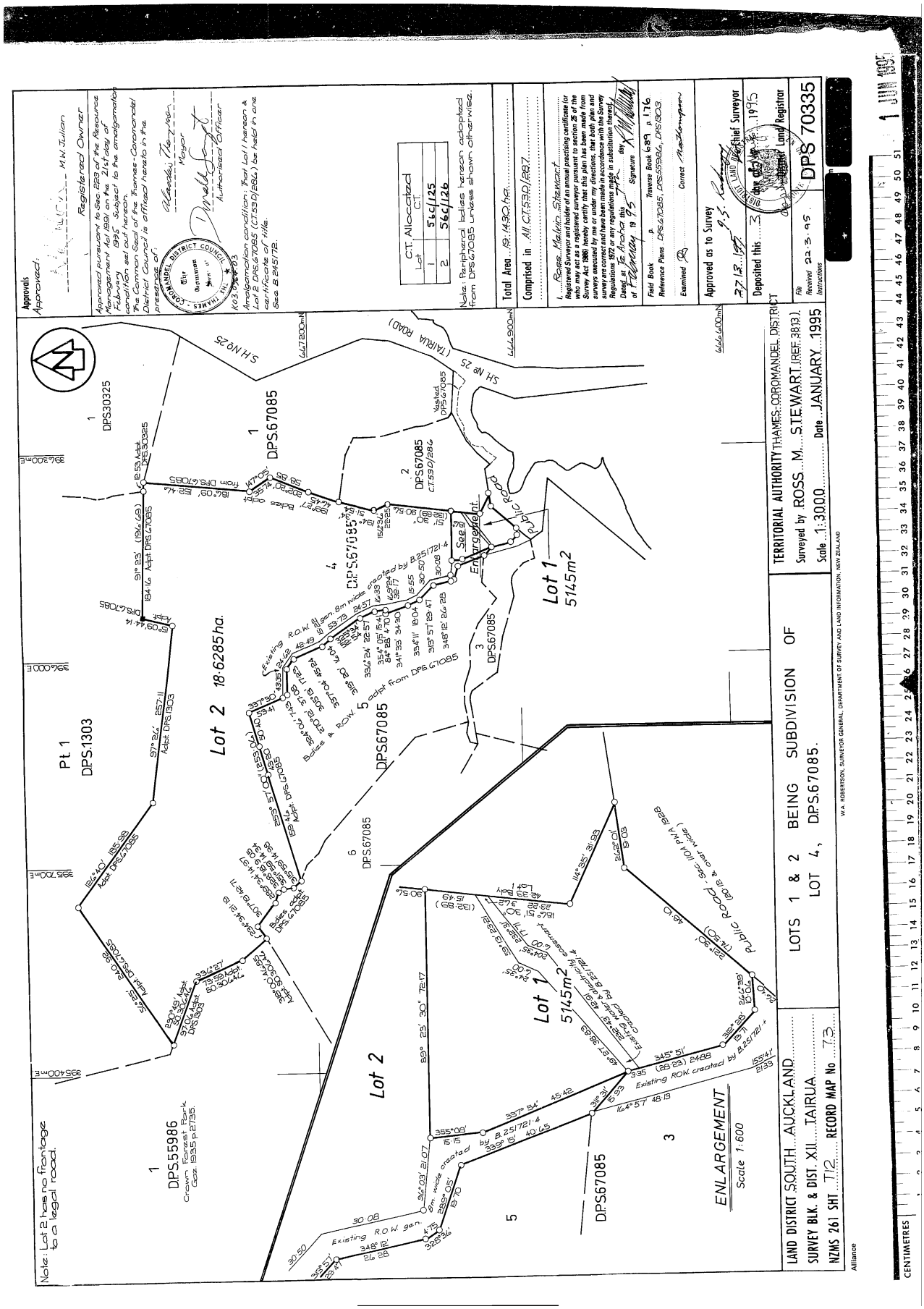
The within land has no frontage to a legal road

Subject to Section 315 Land Act 1924

Subject to a right of way and a water right over part marked B on DPS 67085 specified in Easement Certificate B237236.11 - 1.11.1994 at 2.45 pm

Appurtenant hereto is a right of way and water and electricity rights specified in Easement Certificate B237236.11 - 1.11.1994 at 2.45 pm

The easements specified in Easement Certificate B237236.11 are subject to Section 243 (a) Resource Management Act 1991


Approvals
Approved:
M.W. Julian
Registered Owner
Approved pursuant to Sec 223 of the Resource Management Act 1991 on the 21st day of February 1995 Subject to the amalgamation condition set out hereon.
The Common Seal of the Thames-Coromandel District Council is affixed hereto in the presence of.
Mayor
Authorised Officer
Amalgamation condition: That Lot 1 hereon & Lot 2 DPS.67085 (CT.530/284) be held in one certificate of title.
Sec 8 245/78.
C.T. Allocated
Lot CT
1 56C/125
2 56C/126
Note: Peripheral bdies hereon adopted from DPS.67085 unless shown otherwise.
Total Area ... 19.1430 ha.
Comprised in ... All CT.530/283.
I, ... Ross Malkin Stewart ...
Registered Surveyor and holder of an annual practising certificate for the year ... who may act as a registered surveyor under section 25 of the Survey Act 1986, certify that this plan has been made from surveys carried out by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at Te Aroha this 14 day of February 19 95
Signature
Field Book ... p. ... Traverse Book 689 p. 176
Reference Plans DPS.67085, DPS.55986, DPS.1303
Examined ... Correct
Approved as to Survey
Deposited this 21st day of March 1995
Chief Surveyor
Land Registrar
File Received 22-3-95
Instructions
DPS 70335
TERRITORIAL AUTHORITY THAMES-COROMANDEL DISTRICT
Surveyed by ROSS M. STEWART (REF 3813).
Scale 1:3000 Date JANUARY 1995
W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND
LOTS 1 & 2 BEING SUBDIVISION OF LOT 4, DPS.67085.
LAND DISTRICT SOUTH AUCKLAND
SURVEY BLK. & DIST. XII TAIRUA
NZMS 261 SHT T12 RECORD MAP No 73
Alliance
Note: Lot 2 has no frontage to a legal road.
S.H. No 25 (TAIRUA ROAD)
Lot 1 DPS.67085
Lot 2 DPS.67085
Lot 1 5145m2
Lot 2 18.6285ha.
Pt 1 DPS.1303
1 DPS30325
1 DPS55986 Crown Forest Park Gaz. 1935 p.2735
2 DPS67085 CT.530/284
3 DPS67085
4 DPS67085
5 DPS67085
6 DPS67085
Existing R.O.W. 8m wide created by B.251721-4
Existing R.O.W. created by B.251721-4
Existing R.O.W. gen. 6m wide created by B.251721-4
Public Road
See Enlargement
ENLARGEMENT
Scale 1:600
CENTIMETRES