



OF

This form is approved by the Real Estate Institute of New Zealand

and by Auckland District Law Society Incorporated.

DATE: 2 January 2022

VENDOR: Gregory Bruce & Nicole Hayhow

PURCHASER: Unisport Ltd

and/or nominee

CBH

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:

PROPERTY

Address: 470 Great South Rd, Opaheke, Auckland City

Estate: FREEHOLD

~~LEASEHOLD~~~~STRATUM IN FREEHOLD~~~~STRATUM IN LEASEHOLD~~~~CROSS LEASE (FREEHOLD)~~~~CROSS LEASE~~

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

Legal Description:

Area (more or less):

4406 sqm

1

DP:

190539

Record of Title (unique identifier):

NA120B/968

PAYMENT OF PURCHASE PRICE

Purchase price: \$

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

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

GST date (refer clause 13.0):

Deposit (refer clause 2.0): \$ payable to B&T trust account see Further Terms of Sale clause 24.00

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

(1) By payment in cleared funds on the settlement date which is

OR

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

10 working days after "resource consent by the vendor" (see clause 25.0) is granted or 20th February 2023 whichever is later, or any earlier date by

Interest rate for late settlement:

15 % p.a.

CONDITIONS (refer clause 9.0)

Finance required (subclause 9.1):

Yes/No

Finance date:

LIM

9.3):

Building

9.4):

Toxicology report required (subclause 9.5):

Yes/No

OIA consent required (subclause 9.6):

Yes/No

OIA date (subclause 9.8):

Land Act consent required (subclause 9.7):

Yes/No

Land Act date (subclause 9.8):

TENANCIES

Name of Tenant(s):

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

SALE BY:

Barfoot & Thompson Pt Chevalier

Barfoot & Thompson

1186 Great North Road

Pt Chevalier

Auckland 1022

s 9(2)(a)

Manager: Tony Worsp

Salesperson: Maggie Li

s 9(2)(a)

s 9(2)(a)

Licensed Real Estate Agent under Real Estate Agents Act 2008

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

Release date: 4 June 2020

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CBH

OF SALE**COVID-19 / Pandemic Provisions (ASPRE)**

20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.

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

- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
- (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
 - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
- (2) The settlement date will be the later of:
- (a) the date that is 10 working days after all conditions are satisfied; or
 - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
 - (c) the settlement date as stated elsewhere in this agreement.
- (d) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.

20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.

20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.

20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

21.0 Purchaser's Access:

21.01 From the date of this agreement (but after payment of the 1st deposit), the Vendor must:

- (a) allow the Purchaser and/or its consultants reasonable access during normal business hours to the Property to allow the Purchaser to progress development of the Property;
- (b) promptly give to the Purchaser any reports and/or information the Purchaser may reasonably require concerning the Property which is in the possession or control of the Vendor; provided that the Purchaser indemnifies the Vendor against any loss or damage the Vendor may suffer arising from the Purchaser's access to the Property pursuant to this clause.

21.02 At all times from the date the Vendor receives the 1st deposit under this agreement, the Vendor agrees that the Purchaser and/or its consultants and contractors may access the Property at reasonable times with prior reasonable notice to undertake any works at the Property or in respect of any other development or construction on the property.

22.0 Purchaser's development

The Purchaser may, prior to the Settlement Date and with the prior written consent of the Vendor, prepare and lodge their own applications for the Consents with Council at the sole cost of the Purchaser.

23.0 Settlement

This agreement and another two agreements made between the same parties and affecting the property at [476 Great South Road, and 8 Galland Road] are to be read together and are Settlement under each agreement must take place

24.0 Deposits to be paid as follows:

The Purchaser agrees to pay to Barfoot & Thompson Trust Account the following Deposit payments which relate to the three agreements as per Clause 23:

1. \$100,000 on execution by both parties of the 3 Sale & Purchase Agreements.
2. \$100,000 on 15 March 2022.
3. \$100,000 on 20 April 2022.
4. \$100,000 on 17 November 2022.

25.0 Definitions and Interpretation

"Resource Consent by the vendor" means the joint land use and subdivision consent and all associated approvals for 470 Great South Road, 476 Great South Road and 8 Galland Road Papakura to be done by the vendor, referring to the attached proposed development plan in Schedule 1. All the relevant costs shall be borne by the vendor.

For the avoidance of doubt, this "Resource Consent by the vendor" is not included in any application in clause 22.0.

BEFORE SIGNING THE

- Note: the purchaser is entitled to a copy of any signed offer at the time it is made.
- It is recommended both parties seek professional advice before signing. This is especially so if:
 - there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
 - the purchaser is not a New Zealand citizen. There are strict controls on the purchase of a property in New Zealand by persons who are not New Zealand citizens.
 - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
 - the property is vacant land in the process of being subdivided or there is a new unit title or cross-lease to be issued. In these cases additional clauses may need to be inserted.
 - there is any doubt as to the position of the boundaries.
 - the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- Both parties may need to have customer due diligence performed on them by their lawyer or conveyancer in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 which is best done prior to the signing of this agreement.
- The purchaser should investigate the status of the property under the Council's District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a unit title or cross-lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, before the purchaser enters into the agreement:
 - the vendor must provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act;
 - the purchaser should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate's long-term maintenance plan and enquire whether the body corporate has imposed or proposed levies for a long-term maintenance fund or any other fund for the maintenance of, or remedial or other work to, the common property.
- The vendor should ensure the warranties and undertakings in clauses 7.0 and 8.0:
 - are able to be complied with; and if not
 - the applicable warranty is deleted from the agreement and any appropriate disclosure is made to the purchaser.
- Both parties should ensure the chattels' list in Schedule 2 is accurate.
- Both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.

THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.

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

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AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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DATE 26 Jan 2022

VENDOR: Gregory Bruce Hayhow & Nicole Hayhow

Contact Details: Gregory Bruce Hayhow
and Nicole Hayhow

Firm: Inder Lynch
Individual Acting:
Email: s 9(2)(a)
Contact Details: s 9(2)(a)

Chris Lynch.

Email Address for Service of Notices:

(subclause 1.4)

s 9(2)(a)

PURCHASER: Unisport Ltd

Contact Details: Opal
C 6
t.co.nz

PURCHASER'S

Firm: Glaister Ennor
Individual Acting: Mike Robertson
Email: s 9(2)(a)
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Email Address for Service of Notices:

(subclause 1.4)

LICENSED REAL ESTATE

Agent's Name: Barfoot & Thompson Pt Chevalier

Manager: Tony Worsp

Salesperson: Maggie Li

Contact Details: s 9(2)(a)

Ph: s 9(2)(a)

s 9(2)(a)

1186 Great North Road

Pt Chevalier Auckland 1022