

PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY AUCTION

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

AUCTION DETAILS

Auctioneer: Darren Brady - Licensed Auctioneer REA 2008 AREINZ

Place of Auction: Auction Online

Date and Time of Auction: Thursday 31st March 2022 at 2:00pm

Licensed Real Estate Agent acting for Vendor: Deb Pocock & Nicky Hayhow

Vendor: MALCOLM JAMES GLASGOW AS TO 1/2 SHARE & DAWN GLASGOW AS TO 1/2 SHARE

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:

Yes/No

PROPERTY

Address: 2 Gatland Road, Opaheke, Papakura

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):

1808m²

Lot/Flat/Unit:

DP:

Record of Title (unique identifier):

NA1005/239

Part Allotment 15 Parish of Opaheke

TENANCIES

Yes/No

Name of Tenant(s):

Particulars of any tenancies are set out in Schedule 3 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 (subclause 14.0):
- 1.4 The settlement date is: 20th Feb 2023
- 1.5 The interest rate for late settlement is 14 % 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:
- sign the Memorandum of Contract, failing which the auctioneer may sign on behalf of the purchaser;
 - pay to the vendor's licensed real estate agent the deposit being 10% of the purchase price unless otherwise agreed; and
 - complete its GST information in Schedule 1, if applicable.

FURTHER TERMS OF SALE**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.

23.0 Purchaser's Access:

23.01 From the date of this agreement (but after deposit), the Vendor must:

(a) allow the Purchaser and/or its representatives and consultants reasonable access during normal business hours with prior reasonable notice to the Vendor, to allow the Purchaser to progress the 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.



SCHEDULE 1**(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):	
1(b)	(i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
	(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
	(iii) The supply of that part will be a taxable supply.	Yes/No

Section 2 Purchaser

2(a)	The purchaser is registered under the GST Act and/or will be so registered at settlement.	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).	Yes/No
	OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e)	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	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).	Yes/No
	OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

SCHEDULE 2

List all chattels included in the sale
(strike out or add as applicable)

Stove	Rangehood	Wall oven	Cooktop
Dishwasher	Kitchen waste disposal	Light fittings	Smoke detector(s)
Burglar alarm	Heated towel rail(s)	Heat pump(s)	Garage door remote control(s)
Blinds	Curtains	Fixed floor coverings	

Drapes - Gas Hob - Electric Oven - Ceiling Fan - Outdoor Lights - Security System - TV Aerial - Pool Equipment
Garden Shed

SCHEDULE 3

Residential Tenancies

Name of Tenant(s):

Rent:

Term:

Bond:

Copyright © Law Society Inc & Real Estate Institute of New Zealand
July 2020
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:

OF CONTRACT

Date of Memorandum: 04/04/2022

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

PURCHASER'S NAME: Unisport Ltd

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 the chattels included in the sale for the purchase price stated below in accordance with these Particulars and Conditions of Sale, General Terms of Sale and Further Terms of Sale (if any).

Purchase price: \$

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

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

Deposit: \$

ble to Southern Suburbs Realty Limited trust account upon the agreement being declared unconditional

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a licensed 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 Agents Authority.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act.

Signature of purchaser(s) or auctioneer:

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*

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:

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*

Director / Trustee / Authorised Signatory / Agent / Attorney*

*Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity*

* If this agreement is signed under

- (i) a Power of Attorney – please attach a Certificate of non-revocation (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (available from ADLS: 4997WFP or REINZ); or
- (iii) where the attorney signs for a trustee, a Certificate in the relevant form in Schedule 4 to the Trustee Act 1956.

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].

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. This is especially so if:
 - there are any doubts.
 - the purchaser is not a New Zealand citizen. There are strict controls on the purchase of 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.
 - there is any doubt as to the position of the boundaries.
 - you wish 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.
- You should investigate the status of the property under the local Council's District Plan. The property and those around it may be affected by zoning and other planning provisions regulating their use and future development.
- You 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 Land Information Memorandum (LIM) from the Council.
- You should check the title to the property because there is no right of objection or requisition.
- You 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 you enter into the agreement:
 - the vendor must provide you with a pre-contract disclosure statement under section 146 of the Unit Titles Act;
 - you 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 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 9.0 and 10.0:
 - 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.
- You should ensure that you understand the GST position, and whether or not GST is payable in addition to the price at which you are bidding.
- 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.
- You should read the Conduct of Auction in clause 2.

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 ENTERING A BID AT THE AUCTION.

PROFESSIONAL ADVICE SHOULD BE THE EFFECT AND CONSEQUENCES OF BECOMING THE SUCCESSFUL BIDDER AT THE AUCTION.

AND OF SALE OF REAL ESTATE BY AUCTION

© The copyright to the form is owned by the Real Estate Institute of New Zealand Incorporated and Auckland District Law Society Incorporated

DATE:

Address of Property:

2 Gatland Road, Opaheke, Papakura

VENDOR:

MALCOLM JAMES GLASGOW AS TO 1/2 SHARE & DAWN GLASGOW AS TO 1/2 SHARE

Contact Details:**VENDOR'S LAWYERS:**

Firm: Denham Bramwell Lawyers

Individual Acting: Brett Abraham

Email: s 9(2)(a)

Contact Details: s 9(2)(a)

Email Address for Service of Notices:
(subclause 3.4)

PURCHASER:

Contact Details: s 9(2)(a)

PURCHASER'S LAWYERS:

Firm: Glaister Ennor

Individual Acting: Mike Robertson

Email: s 9(2)(a)

Contact Details:

Email Address for Service of Notices:
(subclause 3.4)

Auctioneer: Darren Brady - Licensed Auctioneer REA 2008 AREINZ

Licensed Real Estate Agent listing property:
Southern Suburbs Realty Limited
a Member of the Harveys Group

Manager: Darren Brady

Salesperson: Darren Brady

s 9(2)(a)

s 9(2)(a)

Contact Details:

319 Great South Road

Papakura AUCKLAND 2110

s 9(2)(a)

© Auckland District Law Society Inc. (ADLS) & Real Estate Institute of New Zealand Inc. (REINZ)

IMPORTANT WARNING: All copyright in and associated with this form and its contents is owned by ADLS & REINZ. A user of this form only acquires a limited non-exclusive licence to use it *once within a single transaction only*. The standard ADLS & REINZ contract terms apply, which also prohibit any form of distribution, on-selling, or reproduction, including copying, digitising or recreating the form by any means whatsoever.

ADLS & REINZ monitor the use of this form and may take enforcement action against any person acting in breach of these or digitising this form and altering its standard text, without clearly identifying the alterations, is prohibited, and, in addition to copyright infringement, may also be a breach of the Fair Trading Act 1986 and misrepresentation.

[Handwritten signatures]