



22 Blackburn Street, Kaiapoi

www.smartrealestate.co.nz ID # SMT10418



SMART - Starter or Investment!

ID# SMT10418

Jump on the property or investment ladder - this 4 bedroom (3 double + 1 Single or Study) is a great starter home.

Spacious open plan kitchen, dining and lounge with outdoor flow onto a private patio / entertainment area.

The master bedroom has an En-suite and there's an additional family bathroom.

Internal access double garage and ample off street parking.

Still a chance to enhance and add your own finishing touches, enhance the easy care garden surround and add value.

What a great property and location, close to Kaiapoi Lakes and Wildlife Reserve . Kaiapoi Golf Club and Aquatic Centre. Kaiapoi North Primary School, yet all within easy commute of Christchurch. With clear instructions to SELL!

This property has been priced accordingly.

Please note: this property is tenanted until October, 2019.

FOR SALE



22 Blackburn Street, Kaiapoi

3  1  2  2  1 or Single bedroom 

Legal Description	Lot 266, DP461002 Title:606438
Rateable Value	\$490,000
Land Value	\$170,000
Floor Area	175sqm
Land Area	648sqm
Year Built	193039
Rates	\$3,102.77
Chattels	Stove, Fixed floor coverings, Drapes, Light fittings, Dishwasher, Heat-pump + Remote, Garage Door Remotes.

Please be aware that this information has been sourced from third parties including Property Smarts/ Reinz/ Property Guru / Regional Councils / other sources and we have not been able to independently verify the accuracy of the same. Land and floor area measurements are approximate and boundary are indicative only.

Disclaimer



Statement of passing over:

This information has been supplied by the Vendor or the Vendor's agents. Accordingly, Smart Real Estate Limited is merely passing over this information as supplied to us by the Vendor or the Vendor's agent.

We cannot guarantee its accuracy and reliability as we have not checked, audited or reviewed the information and ***all intending Purchasers are advised to conduct their own due diligence investigation into this information. As an intending Purchaser our recommendation is that you seek legal independent advice on all matters material to your decisions.***

To the maximum extent permitted by law Smart Real Estate Limited does not accept any responsibility to any person for the accuracy or use of the information herein.



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **606438**
Land Registration District **Canterbury**
Date Issued 21 May 2013

Prior References

595427

Estate	Fee Simple
Area	648 square metres more or less
Legal Description	Lot 266 Deposited Plan 461002

Registered Owners

Sakana Investments Limited

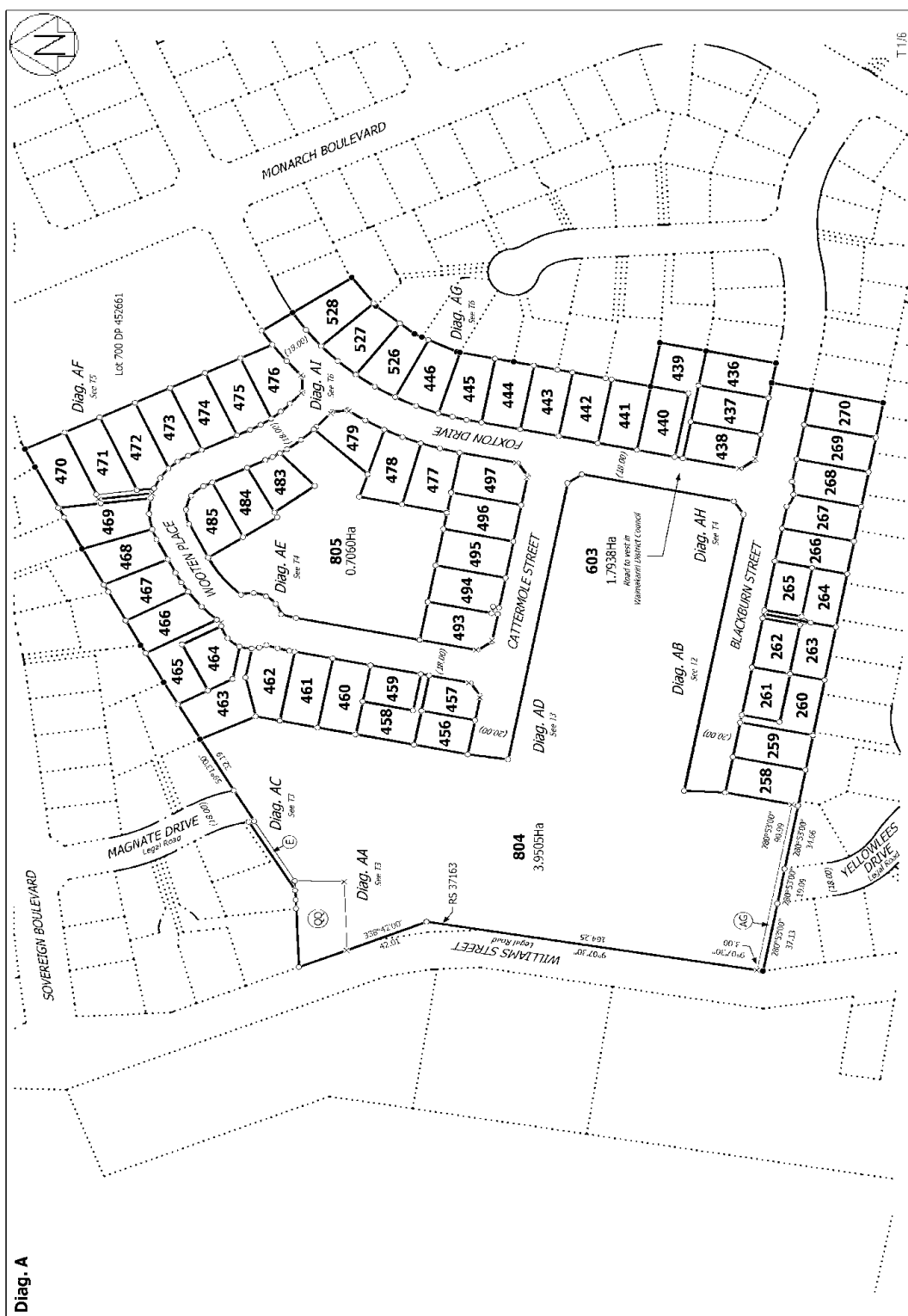
Interests

9406295.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.5.2013 at 11:30 am

9406295.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.5.2013 at 11:30 am

Land Covenant in Easement Instrument 9406295.9 - 21.5.2013 at 11:30 am

9654291.3 Mortgage to Kiwibank Limited - 12.3.2014 at 2:37 pm



Land District Canterbury

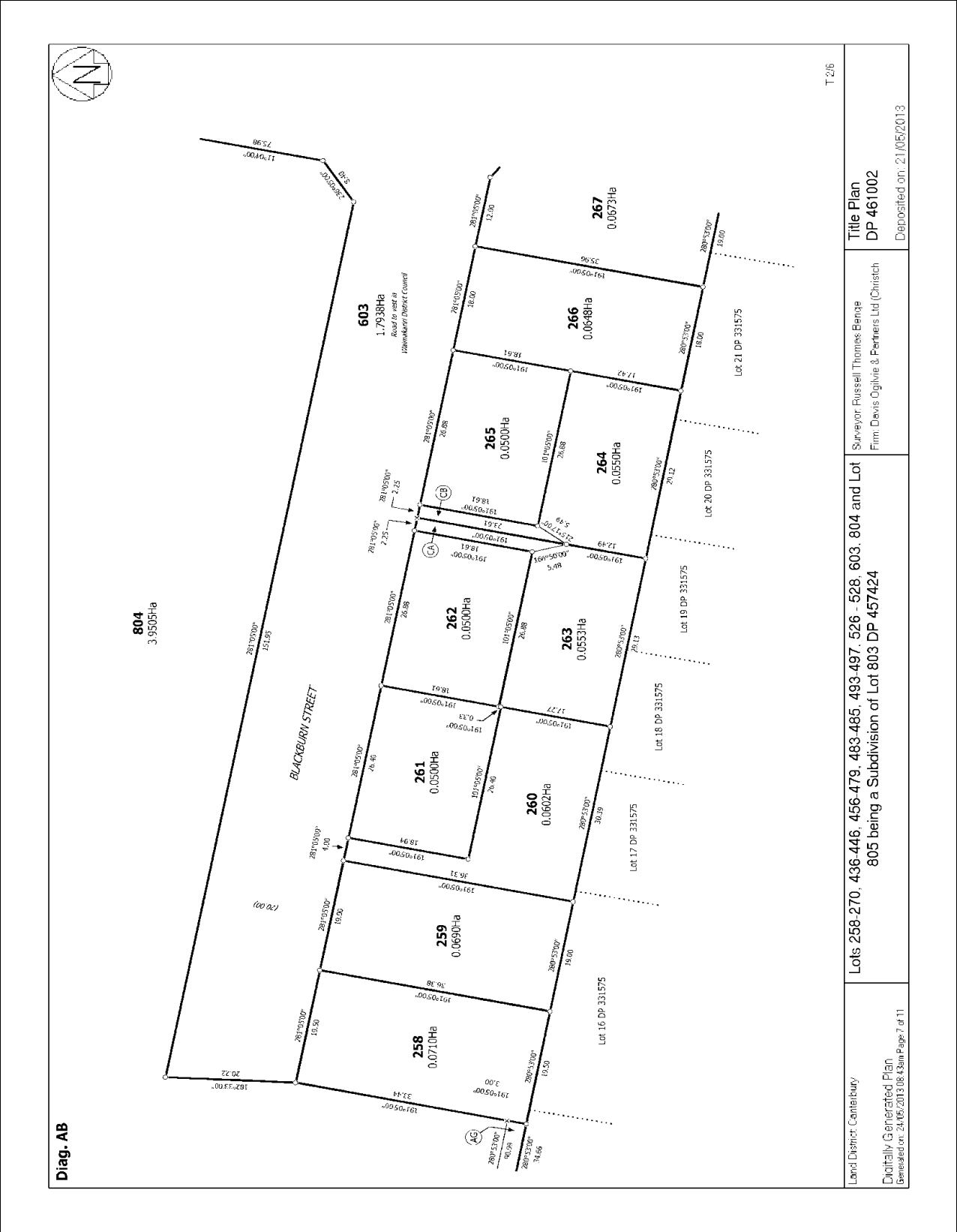
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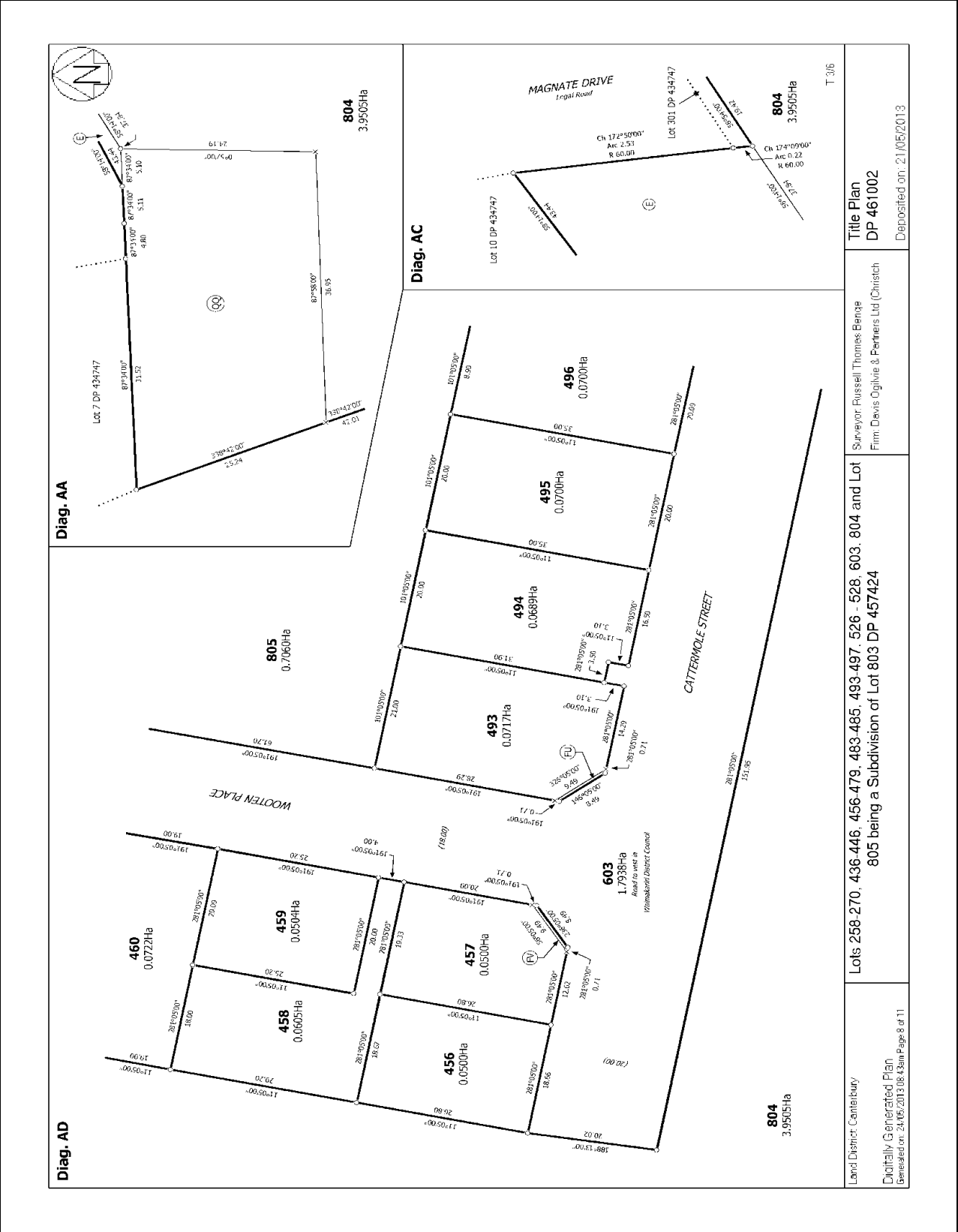
Lots 258-270, 436-446, 456-479, 483-485, 493-497, 526 -528, 603, 804 and Lot 805 being a Subdivision of Lot 803 DP 457424

Surveyor: Russell Thomas Benze
Firm: Davis Ogilvie & Partners Ltd (Christch

Title Plan
DP 461002

Deposited on: 21/05/2013

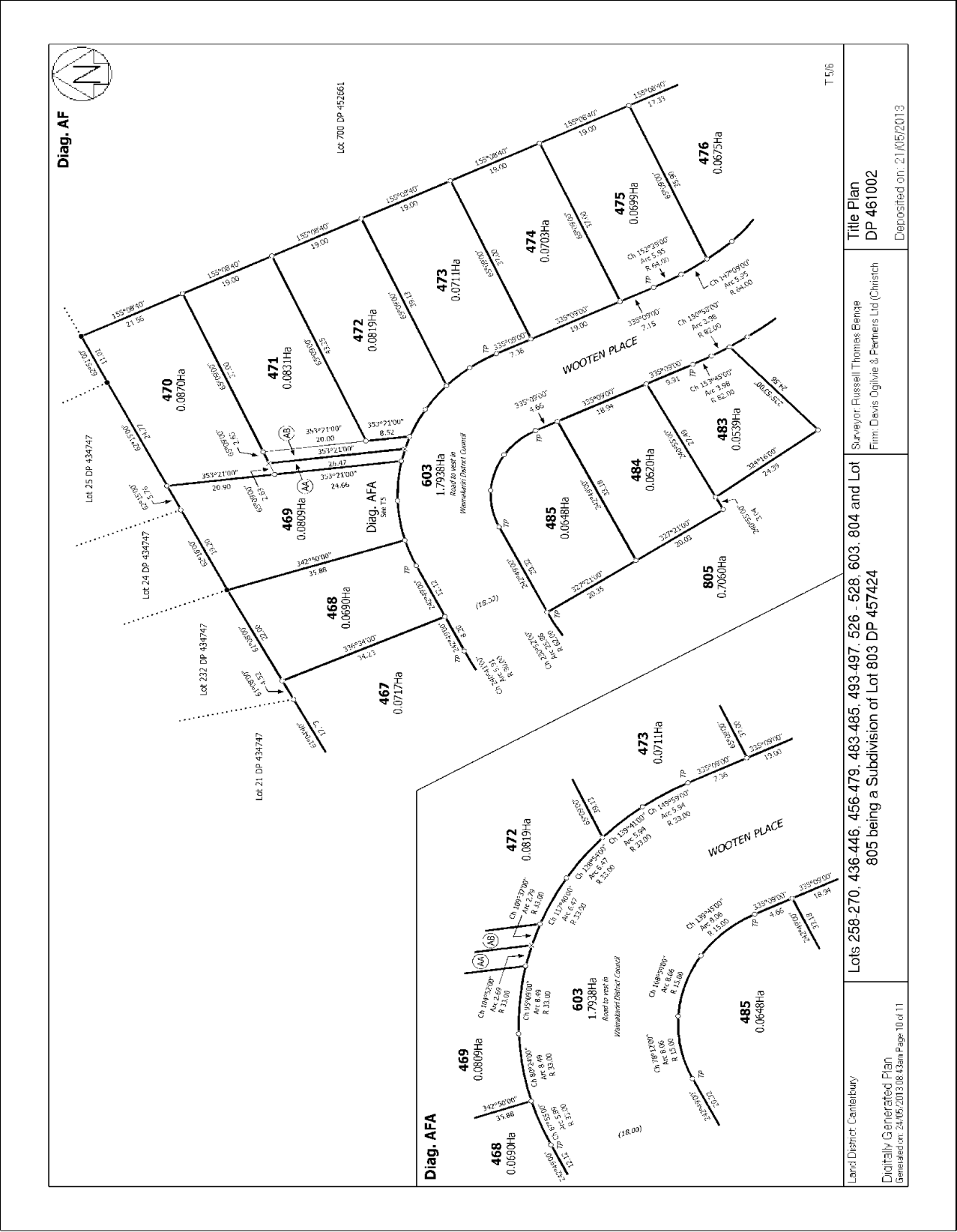






Land District: Canterbury	Surveyor: Russell Thomas Benige	Title Plan
Digitally Generated Plan Generated on: 24/05/2013 08:43am Page 9 of 11	Firm: Davis Ogilvie & Partners Ltd (Christchurch)	DP 461002
Deposited on: 21/05/2013		

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Land District: Canterbury	Surveyor: Russell Thomas Benige	Title Plan
Digitally Generated Plan	Firm: Davis Ogilvie & Partners Ltd (Christchurch)	DP 461002
Generated on: 24/05/2013 08:43am Page 10 of 11	Deposited on: 21/05/2013	

Lots 258-270, 436-446, 456-479, 483-485, 493-497, 526 - 528, 603, 804 and Lot 805 being a Subdivision of Lot 803 DP 457424



Land District: Canterbury	Surveyor: Russell Thomas Benze Firm: Davis Ogilvie & Partners Ltd (Christch	Title Plan DP 461002
Digitally Generated Plan Date: 21/05/2012 09:13 Drawn By: 311	Lots 258-270, 436-446, 456-479, 483-485, 493-497, 526 - 528, 603, 804 and Lot 805 being a Subdivision of Lot 803 DP 457424	

Homefirst[®] Builders Guarantee Application



Job No.: CH141A

Contracting Parties

Builder

Legal Name of Certified Builder

MASS Construction STH Ltd

Trading Name (if different to above)

Platinum Homes - Canterbury

Construction Manager / Supervisor for this Contract

Alan Snowden

Building Owner

Full Name as stated in the Building Contract

Robert White

(IF A TRUST, PLEASE PROVIDE FULL NAMES OF ALL TRUSTEES)

Postal Address

14 Donald Place

Stillwater

Silverdale

Post Code 0993

Email Address

stillwater@clear.net.nz

Preferred contact number

021 953549

Intended use of Domestic Building

☐ Self Occupy ☐ Speculative ☒ Rental ☐ Showhome

Contract Site

Situation - Lot No.

Lot 266

DPS

461002

Street address

22 Blackburn Street

Suburb

Kaiapoi

Town / City

Christchurch

Contract Details

Contract Price

\$305,000.00

Deposit

\$32,500.00

Date Contract signed

Estimated start date

Estimated completion date

Type of work

☒ New Home

Type of Building Contract

☒ Fixed price

☐ Cost plus

☐ Spec (no contract)

Construction Details

Type of Roof

☒ Pitched

☐ Flat

☐ Round

Materials:

Roof

Metrotile

Exterior Cladding - Primary

Brick

Exterior Cladding - Secondary

Exterior framing

☐ Nil

☐ H1 LOSP

☐ H1.1

☐ H1 Boric

☒ H1.2

☐ H3

How many storeys

1

(if more than 2, please provide plans)

How many Domestic Buildings on the Building Footprint

1

(if more than 1, please provide plans)

Size of each Domestic Building

175

sqm

Building Consent Authority

Name of Building Consent Authority

Waimakariri District Council

Date Building Consent issued

If Consent not attached, advise date expected to be uplifted

Who is to uplift Code Compliance Certificate



Builder



Owner

Details of work undertaken by the owner

(All subcontractors, services, material and work arranged, supplied or paid for directly by the owner, are the owner's responsibility and are excluded from the Guarantee. Please list all such work with estimated values.)

Agreements and Declaration

The Owner and Builder agree that:

This Application forms the basis of and will be incorporated into the Homefirst® Builders Guarantee now being applied for by the Builder for the benefit of the Owner.

CBL Insurance Limited ("the Company") and/or its representatives are authorised to obtain from any other party information about me/us they consider relevant for the assessment of this Application, which the Company may retain.

The Company and/or its representatives are authorised to disclose information contained in this Application, together with any other information obtained in assessing the Application.

The Homefirst® Builders Guarantee being applied for is not effective until the Application has been accepted and the Company has received the appropriate fee. An acceptance letter and Homefirst® Builders Guarantee Certificate will be sent to the Owner as confirmation that the Homefirst® Builders Guarantee is available to the Owner.

The Owner agrees that:

The Owner will perform all of the Owner's obligations under the Building Contract, and acknowledges that the Owner has read and agrees to be bound by the terms and conditions of the Homefirst® Builders Guarantee.

The Builder agrees that:

The Builder will perform all of the Builders obligations under the Building Contract, and acknowledges that the Builder has read and agrees to be bound by the terms and conditions of the Guarantee and Indemnity.

The Builder will perform all of the Builder's obligations set out under any existing, ongoing, or future regulations or statute relating to the building of this house

The Owner by its authorised signatory declares that all of the information being supplied under this Application is true and correct, and no information has been withheld which may affect the acceptance of this Application.

Company or Trust Name:

Date:

Signatories Full Name: Robert White

Signature:

Signatories Full Name:

Signature:

Signatories Full Name:

Signature:

The Builder by its authorised signatory declares that all of the information being supplied under this Application is true and correct, and no information has been withheld which may affect the acceptance of this Application.

Position within business: Construction Administrator

Date:

Signatories Full Name: Yogesh Chetty

Signature:

This is an application only for the Homefirst Builders Guarantee.
Should this meet our requirements, acceptance will be by written notification to the Builder and Building Owner.



Built In New Zealand Limited
P O Box 616
Tauranga 3140
Phone: 07 579 6259
Fax: 07 579 6258
Email: guarantee@builtin.co.nz



Homefirst® 10 Year Builders Guarantee



In consideration of the payment by the Builder of the amount specified in the Application, CBL Insurance Limited ("CBL") will guarantee and indemnify the Builder's obligations to the Building Owner, on the terms and conditions set out herein, subject to the acceptance by CBL of the Application for the benefits provided under this Guarantee & Indemnity. This Guarantee & Indemnity consists of this wording, the Application and the Certificate of Guarantee.

SECTION A: COVERAGE

CBL will, during the Period of Cover specified in Clause 5, guarantee and indemnify the Building Owner named in the Certificate of Guarantee attaching to this Guarantee & Indemnity for loss or damage suffered in respect of the Works as a result of:

- (a) the death, disappearance, or legal incapacity of the Builder;
- (b) the Builder becoming Insolvent (as defined);
- (c) the cancellation or suspension of the Builder's registration under any statutory requirement;
- (d) the early termination of the Building Contract, due to the Builder's wrongful failure or refusal to complete the Works; or
- (e) the Builder's wrongful failure or refusal to rectify Defects,

and arising from any of the following:

1. LOSS OF DEPOSITS

Loss of all or any part of any deposit paid by the Building Owner, provided the Builder has not commenced the Works (excluding site preparation).

Prior to the commencement of the Works on the Building site (excluding site preparation), the liability of CBL shall be limited to any monies paid to the Builder pursuant to the Building Contract, subject however to the limitations herein.

Any Claim for the loss of a deposit, or part thereof, shall be limited to the value of the difference (if any) between the deposit actually paid, and the value of any Works carried out by the Builder pursuant to the Building Contract including the value of any plans, permits, and consents obtained.

The liability of CBL as a result of the loss of all or any part of any deposit paid by the Building Owner to the Builder, pursuant to Clause 1, shall not exceed twenty per cent (20%) of the Contract Price, or \$50,000, whichever is the lesser.

OR

2. NON-COMPLETION

The failure by the Builder to complete the Works.

The liability of CBL as a result of Non-Completion of the Works by the Builder shall be limited to the cost of completing the Works after payment of the Contract Price by the Building Owner, but in any event shall not exceed twenty per cent (20%) of the Contract Price, or \$100,000, whichever is the lesser.

OR

3. DEFECTS & WEATHERTIGHTNESS

The failure by the Builder:

- (a) to supply materials used in construction of the Works that are in good order, suitable for the purpose for which they will be used, and new, unless otherwise stated in the Building Contract;
- (b) to carry out the Works with reasonable care and skill, in a proper and competent manner, and in accordance with the plans, standards, quality, specifications, including manufacturers specifications, laid down under the Building Contract, and will be completed by the date (or within the period) specified in the Building Contract, or, if no date is so specified, within a reasonable time;
- (c) to carry out the Works in accordance with and in compliance with all relevant laws and regulations, including inter alia the Building Act 2004 and the regulations, and the relevant Building Consent;
- (d) to ensure that the Domestic Building, if it is to be occupied on completion of the Works will be suitable for occupation at the time of completion of the Works; and
- (e) where the Building Contract states the particular purpose for which the Works are required, so as to show that the Building Owner relies on the Builder's skill and judgment, then to carry out the Works and to utilise materials that might reasonably be required to achieve that purpose, and be of such a nature and quality that they might reasonably be expected to achieve that result.

The liability of CBL as a result of a breach of the Builder's obligations referred to in Clause 3 shall not exceed fifty per cent (50%) of the Contract Price, or \$1,000,000, whichever is the lesser.

AND

4. ALTERNATIVE ACCOMMODATION

CBL will also reimburse the Building Owner for the cost of alternative accommodation and removal and storage costs that are reasonably and necessarily incurred by the Building Owner as a result of an event referred to in Clauses 2 and 3 – up to a maximum period of 30 days.

PERIOD OF COVER

5. The period of cover will commence on the date of the signing of the Building Contract or Commencement of the Works (whichever is the earlier) and will end:

in the event of loss arising under:

- (a) **Section A 1:**

Loss of Deposit – until commencement of the Works.

- (b) **Section A 2:**

Non-Completion – until the Completion Date of the Works.

- (c) **Section A 3: Defects**

A Non-Structural Defect - Two (2) years from the Possession Date of the Works;

or

A Structural Defect – from the Possession Date of the Works until the Expiry Date shown in the Certificate of Guarantee.

SECTION B: LIMITATIONS

6. CBL shall not be liable for any legal costs or expenses.
7. CBL shall not be liable for any additional loss or damage caused by the delay on the part of the Building Owner in notifying CBL or the Builder of a fact or circumstance giving rise to a possible Claim.
8. CBL shall not incur any liability under Clauses 1 or 2 due to Loss of Deposits or Non-Completion of the Works, or for any loss arising from non compliance with any regulations where the Building Owner is a Developer, and any other liability incurred by CBL shall be limited to liability under Clause 3 but only in respect of any subsequent owner (not being a developer), of the building or land in respect of which the Works are being carried out.
9. Where the loss or damage under this Guarantee & Indemnity is also covered by any other policies of insurance or indemnity agreements, then the liability under this Guarantee & Indemnity shall only provide indemnity in excess of the amount for which the Building Owner is entitled to indemnity under such other policies or indemnity agreements.
10. If the land on which the Works are being carried out are subject to multiple titles under the Unit Titles Act 2010 or to cross leasing or otherwise in multiple ownership, and a Claim is paid by CBL in respect of common property of the property or multiple complex, then the amount of cover shall be reduced by an amount equal to the amount paid under the Claim, divided by the number of homes comprising the complex.
11. CBL will not be liable for any fines, penalties, or liquidated damages arising from the actions or conduct of the Builder.
12. CBL shall not be liable for any loss arising from Structural Defect or Non-Structural Defect that does not meet the requirements of the "Guide to Acceptable Tolerances" as published from time to time.

SECTION C: CLAIMS

13. The Building Owner must:
 - (a) notify both the Builder or CBL or its appointed representative promptly in writing upon becoming aware of some fact or circumstance that may give rise to a Claim under this Guarantee & Indemnity, and CBL will not be liable for any loss or damage where the Building Owner does not make a Claim within 90 days of first becoming aware of the fact or circumstance giving rise to the possible Claim;
 - (b) comply with the reasonable directions of CBL or its appointed representative, and take reasonable precautions to avoid or minimise loss or damage under this Guarantee & Indemnity;
 - (c) not undertake any remedial or rectification works without first notifying CBL or its appointed representative, unless the works are necessary to prevent further loss or damage;
 - (d) provide CBL (or any person appointed by CBL) reasonable access to the Domestic Building or Building site for the purpose of inspection and rectification or completion of the Works;
 - (e) facilitate the subrogation of its rights to CBL and, if required by CBL, shall prosecute any Claim for indemnity or damages to recover amounts paid by CBL to the Building Owner, or any other party;
 - (f) not admit, exclude, or limit its rights against CBL or any other party, or settle or defend any Claims without the prior written approval of CBL;
 - (g) allow CBL (at the option of CBL), to take full conduct of any proceedings on behalf of, or against the Building Owner, and must provide all information and assistance, which CBL may reasonably require, for such proceedings.
14. The Building Owner may not make a Claim under this Guarantee & Indemnity unless:
 - (a) all sums properly due and payable under the Building Contract (including release of any retentions) have been paid by the Building Owner to the Builder; and



- (b) at any time after Possession Date a Certificate of Practical Completion has been signed by the Builder and the Building Owner, and where the Builder is a Residential Property Developer under section 7 of the Building Act 2004, the Building Consent Authority has issued a Code Compliance Certificate or the Building Owner and the Builder have entered into a separate agreement under Section 364(2) of the Building Act 2004.
15. The Building Owner, CBL, and the Builder agree that:
- (a) The terms of this Agreement and any disputes arising under it, are confidential to the Parties; and
 - (b) They will not make any announcements or disclosures relating to this Agreement or any Claims, liens, or circumstances arising under this Agreement without the prior written approval of the others unless the law requires otherwise.
16. The Excess payable by the Building Owner in respect of each Claim where the Claim is made under:
- | | |
|--|------------|
| Clause 1 | NIL |
| Clause 2 | NIL |
| Clause 3 | NIL |
| (a) Within three months of the Possession Date; | |
| (b) After three months, but within twelve months of Possession Date; | \$ 500.00 |
| (c) After one year, but within three years of Possession Date; | \$ 750.00 |
| (d) After three years of Possession Date; | \$1,000.00 |
| Clause 4 | NIL |

Where any one Claim under Clause 3, relates to more than one Defect, then the Excess will only be applied once in respect of that Claim. Any Claim made under this Guarantee & Indemnity must be made within the Period of Cover specified in Clause 5.

SECTION D: EXCLUSIONS

17. CBL shall not be liable for any Claim for loss or damage:
- (a) where the Works are completed by a Builder who is not an Approved Builder as defined under this Guarantee & Indemnity;
 - (b) arising from any malfunction in any electrical or mechanical appliances except where the malfunction is attributable to the workmanship or other fault of the Builder as part of the Works;
 - (c) to retaining structures, unless such Works are integral to the Domestic Building construction, and require the issue of a Building Consent under the Building Act 2004, and the loss or damage to the Works;
 - (i) could result in water penetration into a Building;
 - (ii) could adversely affect health or safety; or
 - (iii) are not completed for a reason listed under Section A;
 - (d) for Works outside the Building Envelope, including but not limited to any landscaping, fencing, driveways or paths, swimming pools, spas or saunas, and any main supply services or drains including septic tank systems, other than those which are not completed for a reason listed under Section A:2 – Non Completion;
 - (e) from an event which is normally covered by a policy of general insurance or appliance warranty;
 - (f) where the Works are carried out using framing timber for exterior walls that is not treated against decay to a standard of at least H1 Plus, unless the cladding is brick veneer with a ventilated drained cavity of at least 40mm.
 - (g) where a water drying or drainage system is not in place (where face-fixed and sealed wall claddings are used);
 - (h) arising from any seepage, pollution, mould, contamination, war (whether declared or not), invasion, rebellion, nuclear radiation, or expropriation, confiscation or nationalisation by or under order of any Government, Public, or Local authority;
 - (i) arising from exposure of natural timbers, or the normal drying out, or any other fair wear and tear of the Works;
 - (j) aesthetic variance due to inability to match materials, colours or finishes in remedial work or between remedial work and existing work;
 - (k) arising from, or made worse by, the failure of the Building Owner to employ and maintain reasonable action or protection measures to minimise any loss or damage from borer or other pest infestation;
 - (l) arising from an act of God, earthquake, or act of nature, the force of which exceeds that allowed for under any New Zealand Standard;
 - (m) arising from any personal injury;
 - (n) for loss of use, or any consequential loss of any kind, including but not limited to fines, penalties, liquidated damages, except as provided under Clause 4;
 - (o) arising from the failure to obtain Producer Statements in respect of work completed prior to the making of any claim under this Guarantee and Indemnity;
 - (p) arising from a Contractual dispute between the Builder and the Building Owner;
 - (q) demolition of any kind;
 - (r) for Variations to the Building Contract amounting to more than 10% (ten per cent) in total of the Contract Price, as set out on the Certificate of Guarantee, unless expressly agreed to by CBL;
 - (s) where specified exclusions have been added to the Certificate of Guarantee.
 - (t) arising from the use of any product, process, system or service that has been specifically excluded and notified to the Building Owner prior to the Acceptance of the Application (Specified Exclusion Schedule).
 - (u) where the failure of product or products to meet the specifications for which they were designed has occurred.
 - (v) where the Building Owner has overpaid the Builder by more than 20% (twenty per cent) of the value of completed works.



SECTION E: GENERAL

19. The liability of CBL under this Guarantee & Indemnity shall extend to any acts or omissions of any party contracted to the Builder in performing the Works, resulting in the loss or damage referred to under Clauses 1 to 3.
20. CBL may, at its sole option, meet its obligations or any part of them, by arranging an alternative builder to carry out or complete the Works.
21. CBL may decline any claim hereunder, or, on the giving of 30 days notice in writing, cancel the cover provided under this Guarantee & Indemnity to the Building Owner if the Building Owner:
 - (a) makes a false, fraudulent or misleading Claim under this Guarantee & Indemnity;
 - (b) breaches its duty of utmost good faith to CBL;
 - (c) agrees to the cancellation following termination of the Building Contract that required the issue of this Guarantee & Indemnity.The cancellation shall take effect thirty (30) days after CBL gives written notice.
22. CBL shall not cancel this Guarantee & Indemnity, or avoid liability, or otherwise refuse to make a payment under this Guarantee & Indemnity to the Building Owner on the grounds that the Builder:
 - (a) makes a false, fraudulent or misleading Claim under this Guarantee & Indemnity;
 - (b) breaches its duty of utmost good faith to CBL;
 - (c) fails to comply with a directive of CBL, or fails to comply with the provisions of this Guarantee & Indemnity.
23. Where CBL makes a payment under this Guarantee & Indemnity, CBL shall be entitled to recover any such payment made from the Builder and/or the Builder's sub-Contractors, agents, employees, architects, engineers or other advisors.
24. The benefits of this Guarantee & Indemnity may be transferred to a subsequent purchaser providing the prior approval of CBL is obtained, and payment of a transfer fee of \$250.00 is paid within thirty (30) days of the sale to the subsequent purchaser, and provided a statement of no known defects is provided to CBL by the Building Owner and the subsequent purchaser, immediately prior to the transfer.
25. The Builder warrants to the Building Owner and CBL that it will comply with each and all of the Builders obligations referred to or implied in this Guarantee & Indemnity.
26. Any notice to the Building Owner may be delivered or posted or sent by fax to the last known address of the Building Owner, and shall be deemed given in the case of posting, by the next working day after posting.
27. Every notice or communication to CBL shall be in writing to the office of the Agent of CBL:



Homefirst Builders Warranty Services
Built In New Zealand Ltd
104 Spring Street
P O Box 616
Tauranga 3140

Phone: (07) 579 6259
Fax: (07) 579 6258
Email: guarantee@builtin.co.nz

and shall not be deemed to be notice to or with the knowledge of CBL unless so given. If the address of CBL's Agent above ceases to be its address, then such replacement address as is published by the Agent will be the new address for notification or communication to CBL.

SECTION F: DEFINITIONS

- "Application"** means the Application made to CBL for a Guarantee & Indemnity and signed by both the Builder and the Building Owner.
- "Approved Builder"** means a Builder which has made application to, and been accepted by CBL for the issue of this Guarantee & Indemnity.
- "Builder"** means the Builder specified in the Certificate of Guarantee.
- "Building Consent"** means the Building Consent issued by the relevant Authority under the Building Act 2004 for the Works.
- "Building Contract"** means the Domestic Building Contract entered into between the Builder and the Building Owner for the carrying out of the Works, and is referred to in the Certificate of Guarantee.
- "Building Envelope"** means the assemblies, components and materials of a building that are intended to separate and protect the interior space of the building from the adverse effects of exterior climatic conditions
- "Building Footprint"** means the area of a Domestic Building formed by the perimeter of the foundation.
- "Building Owner"** means the person for whom the Domestic Building is being built under the Building Contract, and as named on the Certificate of Guarantee, and specifically excludes:
- a) where the Builder is a natural person, the Builder or a relative of the Builder;
 - b) where the Builder is a partnership, a present (or former) partner of the Builder or a relative of a present (or former) partner of the Builder;
 - c) where the Builder is a company, the Builder or a related body corporate or a related entity of the Builder or a relative of any (past or present) director or shareholder of the Builder.

A handwritten signature in black ink, appearing to be "R. Jones" or similar, written in a cursive style.

"Building Site" means the area where Domestic Building Works will be undertaken.

"Certificate of Guarantee" means the Certificate issued by CBL and attaching to this Guarantee & Indemnity.

"Certificate of Practical Completion" means a written statement confirming the date on which the Builder completed the work to the stage of Practical Completion.

"Claim" means where the context permits, a Claim made by the Building Owner under this Guarantee & Indemnity.

"Completion Date" means the date of Practical Completion of the Works.

"Contract Price" means the total price pursuant to the Building Contract, and stated in the Application, but excluding any project management fees.

"Developer" means any Building Owner who is building for the purpose of resale and not personal occupation.

"Disappearance" means cannot be found after due search or inquiry.

"Domestic Building" means the Domestic Building to be constructed under the Building Contract, but excludes:

- (a) three (3) or more Domestic Buildings on the same Building Footprint or under a common structure;
- (b) any Domestic Building in excess of three (3) stories, including any basement.

"Excess" means the part of each and every Claim that is the responsibility of the Building Owner.

"Goods & Services Tax" (GST) All limits, amounts or excesses shown are GST inclusive

"Guarantee & Indemnity Period" means the period of the Guarantee & Indemnity specified in Clause 5.

"Guide to Acceptable Tolerances" is an advisory resource to assist CBL and/or its agents to determine whether a particular issue is deemed to be a Structural Defect or Non-Structural Defect and to set out in a single document a reasonable position on tolerances that a building professional will consider in determining whether a building element has been installed and/or constructed to an acceptable standard that will be applied to non-regulated aspects of domestic building construction. The Guide is available to the Building Owner upon request.

"Insolvent" is where the Builder becomes bankrupt, or is put into Receivership, Liquidation or Administration, or enters into a scheme of arrangement or a New Zealand High Court sanctioned compromise of the Builder's creditors.

"Non-Structural Defect" in relation to a Domestic Building, means a Defect in the Works other than a Structural Defect.

"Personal Injury" means bodily injury, death, sickness, disease, shock, fright, mental anguish, false arrest or imprisonment, wrongful eviction, wrongful detention, malicious prosecution, humiliation, libel, slander, or assault or battery.

"Possession Date" means the date the Builder gives Possession of the Domestic Building to the Building Owner or Completion Date, whichever is the earlier.

"Practical Completion" means when the Works have been completed except for minor defects and/or omissions which do not prevent the Works from being used for their intended purpose; and which can be remedied in the defects period or at such other agreed time by the Builder without causing unnecessary inconvenience to the Building Owner.

"Structural Defect" in relation to a Domestic Building, means any Defect in a Structural Element of the Domestic Building that is attributable to defective design, defective or faulty workmanship or defective materials (or any combination of these) that:

- (a) results in, or is likely to result in, the Domestic Building or any part of the Domestic Building being required by or under any law to be closed or prohibited from being used; or
- (b) prevents, or is likely to prevent, the continued practical use of the Domestic Building or any part of the Domestic Building; or
- (c) results in, or is likely to result in the destruction of the Domestic Building or any part of the Domestic Building;
- (d) results in, or is likely to result in, a threat of imminent collapse that may reasonably be considered to cause destruction of the Domestic Building or physical damage to the Domestic Building or any part of the Domestic Building; or
- (e) permits unintended penetration of water materially and adversely affecting the habitability of the Domestic Building.

"Structural Element" in relation to a Domestic Building, means:

- (a) any internal or external load-bearing component of the Domestic Building that is essential to the stability of the Domestic Building or any part of it, including (but not limited to), foundations, floors, walls, roofs, columns and beams; or
- (b) any component (including weatherproofing) that forms part of the external walls or roof of the Domestic Building.

"Variation" means any change to the quantity, character, method, sequence or quality of any part of the Work; any work that is added or omitted by oral or written instruction or request of the Building Owner or their representative; any work required but not called for in the plans and drawings or specification forming part of the Building Contract documents; or any other circumstance described in Building Contract which is, or is to be treated as, a Variation.

"Works" means the Domestic Building Work required pursuant to the Building Contract.

Words in the singular include the plural; in any gender include the other gender; and person includes any incorporated or unincorporated entity.



Solicitor to complete & forward to

MASS Construction STH Ltd
PO Box 1703
Paraparaumu Beach
Kapiti 5252
richard.lascelles@platinumhomes.co.nz

We hereby certify as follows that:

1. We are the Solicitors for Robert White
2. The above-named has been granted, and has accepted loan finance that enables them to complete the purchase from you in accordance with the Building Contract Schedule.
3. The Mortgage Documents have been duly executed by the Purchaser.
4. The clients cash contribution together with the total finance provided for in 2 (above) is sufficient to enable the client to complete the payment of the total price.
5. The above-named personal cash contribution to the proposition is:
 - a. Held in my Trust Account;
 - or
 - b. Will be paid by the above-named direct to MASS Construction STH Ltd
(Delete whichever is NOT applicable.)
6. Payment of the total price will be effected in accordance with the Building Contract Schedule.
7. That Legal Title to this land in respect to the Title is:
 - a. Freehold.
We have Title/can obtain Title to the section; (Copy of Certificate of Title or Sale & Purchase Agreement is required to apply for Building Consent. Please attach and send to Builder.)
 - or
 - b. Leasehold.
We are/will be in a position to immediately register the lease.
8. That you are instructed that the Agreement is unconditional in every respect and are authorised to proceed with the construction of the dwelling.

Signed: Solicitor for the above-named

Date





Arranged by Aon New Zealand
GST No 65-943-328
PO Box 2845, Wellington 6140
Level 3, 1 Willis Street, Wellington 6011
Freephone 0800 50 51 52
Overseas +64 4 819 4048
Email stylecover@aon.co.nz

21 August 2019

Sakana Investments Ltd
14 Donald place
Silverdale
Auckland

Dear Sakana Investments Ltd

CURRENT POSITION OF YOUR STYLECOVER INSURANCE POLICY: HKN000201

Stylecover insurance refers to the insurance policy, and is arranged by Aon New Zealand as the broker. The insurer for the respective policy can be found on the enclosed schedule, along with its Financial Strength Rating.

The following document sets out various details of your contract for quick and easy reference. For full terms and conditions, please refer to the policy wording available at www.stylecover.co.nz/stylecover.

Policies Insured	Company premium	Broker fee	EQCover premium	Fire Service levy	GST	Total policy premium
Home Premier (22 Blackburn Street)	\$49.97	\$3.00	\$25.00	\$10.60	\$13.29	\$101.86
Total DD Monthly premium						\$101.86

Your policy is a monthly policy and does not have an annual renewal date. It expires each month on the same day you took out your policy. To maintain cover you need to ensure you continue to make monthly premium payments which will occur by direct debit on the 20th of each month (or next business day) following your policy commencement date.

As per your duty of disclosure, it is essential that any change in circumstance be notified to us promptly to enable us to confirm continued cover. Any occurrence likely to give rise to a claim should be reported immediately to Aon New Zealand. Our customer service team will advise you on the correct procedures to follow for any type of claim.

Should you have any queries or wish to make any policy amendments please contact Aon New Zealand, as the broker, on 0800 50 51 52 or email stylecover@aon.co.nz.

Yours sincerely

M. Martin

Mishaela Martin | Aon New Zealand

Important Notes:

- This document represents a **Tax Invoice** for each payment made for the amount shown above, which is inclusive of GST. It supersedes previous invoices issued to you for this policy.
- The EQCover Premium & Fire Service Levy for monthly paid policies is prorated and rounded based on an annual levy. In some instances the prorated monthly levy could be rounded up to the nearest whole cent to meet the annual levy.
- Terms and conditions of the Direct Debit facility offered by Aon New Zealand can be found at www.stylecover.co.nz/directdebit

POLICY SCHEDULE - Home Premier (22 Blackburn Street)

Insurer: Vero Insurance New Zealand Limited

Financial Strength Rating: A+ by Standard & Poors. The rating outlook is stable.

Rating Scale : AAA Extremely Strong; AA Very Strong; A Strong; BBB Good; BB Marginal; B Weak; CCC Very Weak; CC Extremely Weak; SD Selective Default; D Default; R Regulatory Supervision and NR Not rated. Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. The rating scale above is in summary form. The full version of this rating scale can be obtained from www.vero.co.nz.

As a member of the Insurance Council of NZ, Vero Insurance New Zealand Limited are committed to complying with the Fair Insurance Code. A copy of the code can be found at www.icnz.org.nz.

The following is the information you have supplied to the insurer and forms the basis of your contract. You confirm all answers and information provided apply to all persons to be covered under this policy, or any person who may benefit from this insurance.

Cover Option:	Home Premier
Effective Date:	24/02/2015
Built prior to 1945:	No
Claim Free For 12+ Months:	Yes
Age Discount 50+:	Yes
Zone:	Canterbury
Standard Excess:	\$1250.00
Water Supply:	Town
Occupancy Status:	Tenanted
Address:	22 Blackburn Street Kaiapoi Christchurch
Mortgagee(s):	Kiwibank Limited
Total number of dwellings:	1 of which 1 is tenanted
Body Corp. or Multi-Unit:	No
Landlords Extension:	No
Owner Name:	Mr. Robert White
Lifestyle Block/Farm:	No
Sum Insured:	\$359,663.00
Floor Area:	170 square metres
Landlords Extension - Limited :	Yes

Where 'Landlord's Extension - Limited' is shown on this schedule, the Optional Additional Benefit - 'Landlord's Extension' has been amended so that cover only applies to:

- B. Landlord's Furnishings; and
- C. Loss of Rent due to loss covered by this policy.

This means that there is no cover under the Optional Additional Benefit - 'Landlord's Extension' for either:

- A. Malicious Damage; or
- D. Loss of Rent due to non-payment by tenants.

IMPORTANT NOTES:

The square metres stated in the above schedule must reflect the true size of the home (inclusive of any decks and outbuildings).

In addition to the standard excess stated above, the following additional excesses apply:

- where the home is tenanted = additional \$250
- where the home is made available for casual use by anyone in return for any form of payment = additional \$1,000
- where the loss is caused by natural disaster for loss to swimming or spa pools, drains, pipes, cables, driveways, paths, patios, fences, walls or tennis courts = additional \$5,000

YOU SHOULD READ THE FOLLOWING IMPORTANT INFORMATION

Duty of Disclosure

Before you enter into a contract of insurance (other than a life policy), you have a duty to disclose to the insurer every matter that you know, or could reasonably be expected to know that may affect a prudent insurer's decision to insure you, and if so, on what terms. The duty of disclosure is an ongoing duty, it also applies: after you complete a proposal and throughout the term of the policy (including before you renew, vary or reinstate a contract of insurance).

You do not need to tell the insurer anything that:

- reduces the insurer's risk;
- is common knowledge;
- your insurer knows or should know as an insurer; or
- the insurer waives compliance in relation to your duty of disclosure.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact your Aon Client Relationship Manager.

Non-disclosure

If you do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Policy Warranties and Conditions

Your policy may contain warranties and/or conditions that may impose specific obligations which must be complied with. Failure to do so may invalidate your policy or enable insurers to decline liability.

Aon Terms of Business

Except as otherwise agreed (in writing), you agree that Aon's Terms of Business apply to the provision of our services. These terms are available here <https://www.aon.co.nz/About-Aon/Terms-of-Business>, including a summary of recent amendments, and apply to all new business and renewals. You accept these terms by continuing to instruct us.

Key provisions include:

- Our obligation to perform our services competently, with reasonable care, skill and integrity.
- Your obligation to supply us with all material information and facts in relation to the provision of our services, (relevant information includes all information and facts that may be material to an insurers' assessment of a risk for which you have asked us to arrange insurance cover).
- Our remuneration. Aon may receive consideration from insurers, banks and/or finance companies with whom we place insurance and associated services, on your behalf.
- Service and administration fees: minimum fees may apply;
- Limitation of liability: Among other things, to the extent permitted by law:
 - our aggregate liability in respect of any claims howsoever arising in connection with the terms of our services is limited to NZ\$1 million or such other amount as may be expressly agreed between us in writing; and
 - we are not liable for any consequential, incidental, indirect or special damage or loss of any kind.

Payment of Premiums

Premiums are payable on invoice. It is your obligation to ensure that you pay your premium(s) on time. Your policy may be terminated if you do not pay the premium(s) within the time period(s) notified to you by the insurer. Aon reserves the right to receive interest and charge interest, collection costs and legal fees incurred in recovering overdue accounts. Part payment of your invoice will not amount to full and final settlement unless we have agreed to this in writing.

FATCA

Please go to [aon.com/FATCA](https://www.aon.com/FATCA) to obtain the appropriate W-8IMY.

Making a Complaint

Please contact your Aon Client Relationship Manager or your local Aon office by telephone, email or in writing if you have any complaint in respect to Aon. If your Aon Client Relationship Manager is not able to resolve your complaint, it will be referred to Aon's Complaint Manager for an independent review in accordance with Aon's internal complaint and dispute resolution procedures. Alternatively, you can contact Aon's Complaint Manager directly on 09 362 9000 or you can email details of your complaint to us in writing at nzfeedback@aon.co.nz. If your complaint remains unresolved, or if you are dissatisfied with Aon's response to your complaint, you may refer the matter to Financial Services Complaints Limited by emailing info@fscl.org.nz or calling 0800 347257.

Aon's Important Notices Document

You should read Aon's Important Notices in conjunction with this document. Aon's Important Notices can be found at www.aon.co.nz/link/aon-important-notices.

Aon's Privacy Policy

Aon's Privacy Policy can be found at <https://www.aon.co.nz/About-Aon/Aon-Privacy-Policy>.

DISCLOSURE STATEMENT (FINANCIAL ADVISER)

Name of financial adviser: Mishaela Martin

Address: Aon New Zealand, Level 3, 1 Willis Street, Wellington

Telephone: 04 819 4000

Fax: 04 819 4103

Email: stylecover@aon.co.nz

This disclosure statement was prepared on: 4/12/2014

It is important that you read this document:

This information will help you to choose a financial adviser that best suits your needs. It will also provide some useful information about the financial adviser that you choose.

What sort of adviser am I?

I am a registered, but not authorised, financial adviser.

I can give you advice about insurance products including domestic, commercial and farm insurance.

I can also advise you on a renewal or variation of the terms and conditions of any existing insurance product.

I can provide you with factual information about superannuation products including the Aon KiwiSaver scheme, KiwiSaver and the Aon Master Trust.

What should you do if something goes wrong?

If you have a problem, concern, or complaint about any part of my service, please tell me so that I can try to fix the problem. You may contact the internal complaints scheme by telephoning **09 362 9000**, emailing **nzfeedback@aon.com** or writing to:

The Complaints Officer

Aon New Zealand

PO Box 1184

Auckland

If we cannot agree on how to fix the issue, or if you decide not to use the internal complaints scheme, you can contact Financial Services Complaints Limited ("FSCL").

This service will cost you nothing, and will help us resolve any disagreements. You can contact FSCL at—

Address: PO Box 5967, Lambton Quay, Wellington

Telephone: 0800 34 72 57

Email: info@fscl.org.nz

How am I regulated by the Government?

You can check that I am a registered financial adviser at <http://www.fspr.govt.nz>.

The Financial Markets Authority regulates financial advisers. Contact the Financial Markets Authority for more information, including financial tips and warnings.

You can report information or complain about my conduct to the Financial Markets Authority, but in the event of a disagreement, you may choose to first use the dispute resolution procedures described above (under **What should you do if something goes wrong?**)

Declaration:

I, Mishaela Martin declare that, to the best of my knowledge and belief, the information contained in this disclosure statement is true and complete and complies with the disclosure requirements in the Financial Advisers Act 2008 and the Financial Advisers (Disclosure) Regulations 2010.

Signed: *M. Martin*

Thinking of Selling?

Save Thousands with Smart Real Estate.
Full Professional 5 Star Service ★★★★★ Free Appraisals.

Example Sale Price of Home	Smart Real Estate 1.25% Fee	2.95%+ ^{*(b)}		3.95%+ ^{*(a)}	
		Commission	How much SRE could save you vs 2.95% ^{*(b)}	Commission	How much SRE could save you vs 3.95% ^{*(a)}
\$250,000	\$4,077	\$9,045	\$4,967	\$11,989	\$7,913
\$300,000	\$4,945	\$10,741	\$5,796	\$14,260	\$9,315
\$350,000	\$5,664	\$12,437	\$6,773	\$16,531	\$10,870
\$400,000	\$6,383	\$14,018	\$7,636	\$18,803	\$12,421
\$450,000	\$7,102	\$15,140	\$8,038	\$19,953	\$12,852
\$500,000	\$7,820	\$16,261	\$8,441	\$21,103	\$13,283
\$600,000	\$9,258	\$18,504	\$9,246	\$23,403	\$14,146
\$700,000	\$10,695	\$20,746	\$10,051	\$25,703	\$15,008
\$800,000	\$12,133	\$22,989	\$10,856	\$28,003	\$15,871
\$900,000	\$13,570	\$25,231	\$11,661	\$30,303	\$16,733
\$1,000,000	\$15,008	\$27,473	\$12,466	\$32,603	\$17,596

(a) 3.95% figures based on companies charging \$550 administration fee + 3.95% commission on the first \$400,000 then 2% thereafter + GST. Advertising costs are additional
(b) 2.95% figures based on companies charging \$490 administration fee + 2.95% commission on the first \$390,000 then 1.95% thereafter + GST. Advertising costs are additional
Smart Real Estate figures are based on 1.25% + \$550 administration fee + gst. Minimum commission \$2995 applies. Advertising costs are additional

“This is our 2nd property we have purchased with Diane in the last 12 months. Both times she has impressed us with her follow up, supply of information and pragmatic approach to problem solving. 10/10 Yes, we will be referring Diane on to anyone.” - Sharon T, Bryndwr

“As a purchaser, and through your advertising on Trade Me I met Diane, who couldn't have been more helpful. I found Diane very easy to talk too and explain the process to me. It was nice to have a friendly courteous lady to deal with. I will tell my friends about you.” - Jen B, Kirwee

Phone Diane Fraser today
027 253 4263 / 03 384 8600
diane.fraser@smartrealestate.co.nz
Smart Real Estate Limited

