



AGREEMENT FOR SALE AND PURCHASE DISCLOSURE PACK

Awataha Drive, Northcote

1. Signed Pre-Contract Disclosure Statement
2. Body Corporate Operational Rules
3. Form of Carpark Lease (Kiwibuild Only)

**BODY CORPORATE OPERATIONAL RULES
AWATAHA**

1. **INTERPRETATION OF TERMS, AND RULES BINDING ON OWNERS, OCCUPIERS, EMPLOYEES, AGENTS, INVITEES, LICENCEES AND TENANTS**
 - 1.1 Terms defined in the Unit Titles Act 2010 (“Act”) have the same meaning in these rules as they have in the Act, unless the context otherwise requires.
 - 1.2 These rules are binding on all owners and occupiers of units in the unit title development as well as the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development.
 - 1.3 “Owner” has the same meaning in these rules as it has in the Act, and for the purposes of these rules it also includes occupiers of a unit in the unit title development and the employees, agents, invitees, licencees and tenants of all owners and occupiers of units in the unit title development, unless the context otherwise requires.
2. **INTERFERENCE AND OBSTRUCTION OF COMMON PROPERTY**
 - 2.1 An Owner of a unit must not:
 - (a) interfere with the reasonable use or enjoyment of the common property by other Owners;
 - (b) obstruct any lawful use of the common property by other Owners;
 - (c) interfere with the lawful use of any part of the common property by any party;
 - (d) interfere with the lawful use of the common property for the purposes of maintaining or repairing any building services or infrastructure;
 - 2.2 An Owner of a Unit must not do or allow to be done anything that detracts from the amenity value of the common property.
3. **DAMAGE TO COMMON PROPERTY**
 - 3.1 An Owner of a unit must not damage or deface the common property.
4. **USE OF FACILITIES, ASSETS AND IMPROVEMENTS WITHIN THE COMMON PROPERTY**
 - 4.1 An Owner of a unit must not use any facilities contained within the common property, or any assets and improvements that form part of the common property, for any use other than the use for which those facilities, assets or improvements were designed and constructed and must comply with any conditions of use for such facilities, assets or improvements set by the Body Corporate from time to time.
 - 4.2 Any part of the common property that is used as an entrance or accessway to the unit title development and any easement area giving access to the unit title development shall not be used by any Owner for any other purpose than for entering or leaving the unit title development.

4.3 An Owner of a unit must not smoke or deposit cigarette butts in or on any part of the common property designated from time to time by the Body Corporate as a non-smoking area.

4.4 An Owner of a unit must not consume alcohol or allow it to be consumed in or on any part of the common property unless at an event the body corporate has given prior approval to.

5. **VEHICLE PARKING**

5.1 An Owner of a unit must not park a vehicle or permit a vehicle to be parked on any part of the common property unless the Body Corporate has designated it for vehicle parking or the Body Corporate has given prior written consent.

5.2 An Owner of a unit that is designated for use as a vehicle park must:

- (a) only use the vehicle park for the purpose of parking vehicles;
- (b) ensure the vehicle park is kept tidy and free of litter;
- (c) not use the vehicle park or permit it to be used for storage; and
- (d) ensure that any vehicle parked in the vehicle park is parked within the boundaries of the vehicle park.

5.1 Those areas within the common property which the Body Corporate has designated as bike parks, shall only be used as a bike park by any Owner of a unit.

5.2 The Body Corporate may remove a vehicle or bicycle from the unit title development that the Body Corporate considers is parked in such a manner that is in breach of this rule 5, at the expense of the owner of the vehicle concerned, and the Body Corporate shall not be liable for any resulting damage, loss or costs.

6. **AERIALS, SATELLITE DISHES AND ANTENNAS**

6.1 An Owner of a unit must not erect, fix or place any aerial, satellite dish, antenna or similar device on or to the exterior of a unit or on or to common property without the prior written consent of the Body Corporate which shall not be unreasonably or arbitrarily withheld. The consent of the Body Corporate may be withheld, varied or revoked if the rights of another Owner are adversely affected by the exterior aerial, satellite dish, antenna or similar device.

7. **SIGNS, NOTICES, ADVERTISING AND PROMOTION**

7.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, erect, fix, place or paint any signs or notices of any kind on or to the common property or on or to any external part of a unit.

8. **CONTRACTORS**

8.1 An Owner of a unit who carries out any repair, maintenance, additions, alterations or other such work on a unit must ensure that any contractors or other such persons employed by the Owner cause minimum inconvenience to all other Owners and ensure that such work is carried out in a proper workmanlike manner.

- 8.2 An Owner may not make any structural alterations to a unit or in any way alter the external appearance or any external surface of a unit (including any privacy screens, decks or balconies) without the prior written consent of the body corporate.

9. **RUBBISH AND PEST CONTROL**

- 9.1 An Owner of a unit:

- (a) must not leave rubbish or recycling material on the common property except in areas designated for rubbish collection by the Body Corporate, and where such material is left in a designated rubbish collection area it must not be left in such a way that interferes with the enjoyment of the common property by other Owners:
- (b) must dispose of rubbish and recycling material promptly, hygienically and tidily using properly secured and sealed rubbish bags and ensure such disposal does not adversely affect the health, hygiene or comfort of other Owners;
- (c) must not burn any rubbish anywhere on the common property or in any unit; and
- (d) shall keep the unit free of any vermin, pests, rodents and insects.

10. **CLEANING AND GARDEN MAINTENANCE**

- 10.1 An Owner of a unit must ensure the unit is kept clean at all times and any gardens, grounds, yards or paved areas within the unit are kept neat and tidy and are regularly maintained.
- 10.2 An Owner shall not prevent the body corporate's cleaners or other contractors from accessing any private balcony which is part of a principal unit, for building maintenance purposes (eg. for washing the building).

11. **CLEANING AND REPLACING GLASS**

- 11.1 An Owner of a unit must keep clean all glass contained in windows or doors of a unit, and replace any cracked or broken glass as soon as possible with glass of the same or better weight and quality.

12. **LAWNS AND GARDENS ON COMMON PROPERTY**

- 12.1 An Owner of a unit must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property.
- 12.2 An Owner of a unit may pick and consume fruit from the fruit trees on the common property for the Owner's personal use.
- 12.3 An Owner of a unit may plant, tend, pick and consume vegetables planted in the communal vegetable garden by the Owner for the Owner's personal use.

13. **USE OF WATER SERVICES**

- 13.1 All things required for the provision of water supply, drainage, wastewater and sewage services to units or common property and all things attached to and used in relation to such services, including but not limited to pipes, drains, taps, faucets, toilets, baths, showers, sinks, sink incinerators and dishwashers, must only be used

for the purpose for which they were designed and constructed. If any Owner causes or permits any damage, loss or costs to be incurred due to misuse or negligence that Owner shall pay for such damage, loss or costs.

- 13.2 An Owner of a unit shall not waste water unnecessarily and shall ensure that all taps in the unit are turned off after use.

14. **WASHING**

- 14.1 An Owner of a unit:

- (a) shall not hang any clothes, washing, bedding, towels or other items outside or from a unit, or outside or from any building contained within a unit, or on or from any deck or balcony; and
- (b) shall not hang any clothes, washing, bedding, towels or other items on the common property other than on parts of the common property designated by the Body Corporate as washing line areas, and such items may only be hung for a reasonable period.

15. **SECURITY AND VENTILATION EQUIPMENT**

- 15.1 An Owner of a unit shall comply at all times with the operating and maintenance instructions of any security, fire alarm, air conditioning or ventilation equipment in the unit.
- 15.2 An Owner of a unit must not install a new or replacement air conditioning unit or heat pump in the unit without the prior consent of the Body Corporate.

16. **FLOOR AND WINDOW COVERINGS**

- 16.1 Except in kitchen, laundry, toilet or bathroom areas of a unit, an Owner of a unit must ensure that all floor space in a unit is covered or otherwise treated to an extent sufficient to prevent noise transmission from the unit that is likely to disturb the quiet enjoyment that could reasonably be expected by the Owner of another unit.
- 16.2 An Owner of a unit shall not tint, decorate, attach film or signage, or otherwise alter the exterior windows of a unit without the prior consent of the Body Corporate.
- 16.3 An Owner of a unit shall not hang internal curtains (visible from outside of the unit) other than with white linings and ensure that only curtains are visible from the exterior of the Unit and that blinds, awnings and other coverings are inside the curtain and not visible from the exterior of the Unit. The colour and design of all curtains and blinds must be approved by the Body Corporate. In giving such approval, the Body Corporate shall ensure as far as practicable that the curtains or blinds used in all units present a uniform and orderly appearance when viewed from outside the units. The Owners shall as often as the need shall arise (in the opinion of the Body Corporate) replace at the Owner's own cost any curtains or blinds in the unit.

17. **NOISE, BEHAVIOUR AND CONDUCT**

- 17.1 An Owner of a unit shall not make or permit any noise or carry out or permit any conduct or behaviour, in any unit or on the common property, which is likely to interfere with the use and enjoyment of the unit title development by other Owners. In

particular an Owner of a Unit must not to permit or allow the creation of noise exceeding levels permitted by Auckland Council.

18. **PETS**

- 18.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, bring or keep any animal or pet in any unit or the common property. Consent of the Body Corporate shall not be unreasonably or arbitrarily withheld and may be revoked upon written notice if the rights or interests of any other Owner are adversely affected by any animal or pet.
- 18.2 Notwithstanding rule 18.1 any Owner of a unit who relies on a guide, hearing or assistance dog may bring or keep such a dog in a unit, and may bring such a dog onto the common property.
- 18.3 The Owner of any animal or pet permitted under rule 18.1 or any dog permitted under rule 18.2 must ensure that any part of a unit or the common property that is soiled or damaged by the animal, pet or dog must promptly be cleaned or repaired at the cost of the Owner.

19. **SECURITY**

- 19.1 An Owner of a unit must:
- (a) keep the unit locked and all doors and windows closed and securely fastened at all times when the unit is not occupied, and do all things reasonably necessary to protect the unit from fire, theft or damage;
 - (b) take all reasonable steps to ensure any electronic security cards, security keys or security codes to a unit or common property are not lost, destroyed or stolen or given to anyone other than a registered proprietor, occupier or tenant of the unit to which the security card, security key or security code relates;
 - (c) not duplicate or permit to be duplicated any electronic security cards, security keys or security codes to a unit or common property; and
 - (d) notify the Body Corporate as soon as reasonably practicable if rules 19.1(b) or 19.1(c) are breached.

20. **MOVING AND INSTALLING HEAVY OBJECTS**

- 20.1 An Owner of a unit must not, without the prior written consent of the Body Corporate, bring onto or through the common property or any unit, or erect, fix, place or install in any unit, any object of such weight, size, nature or description that could cause any damage, weakness, movement or structural defect to any unit or common property, and any such damage caused or contributed to shall be paid for by the Owner responsible.

21. **HAZARDS, INSURANCE AND FIRE SAFETY**

- 21.1 An Owner of a unit must not bring onto, use, store, or do, in a unit or any part of the common property anything that:
- (a) increases the premium on or is in breach of any Body Corporate insurance policy for the unit title development; or

- (b) is in breach of any enactment or rule of law relating to fire, insurance, hazardous substances or dangerous goods, or any requirements of any Territorial Authority; or
- (c) creates a hazard of any kind; or
- (d) affects the operation of fire safety devices and equipment or reduces the level of fire safety in the unit title development.

22. EMERGENCY EVACUATION DRILLS AND PROCEDURES

- 22.1 An Owner of a unit must cooperate with the Body Corporate during any emergency evacuation drills and must observe and comply with all emergency evacuation procedures.

23. NOTICE OF DAMAGE, DEFECTS, ACCIDENTS OR INJURY

- 23.1 Upon becoming aware of any damage or defect in any part of the unit title development including its services, or any accident or injury to any person in the unit title development, an Owner of a unit must immediately notify the Body Corporate. Any cost to repair any such damage or defect shall be paid by the Owner that caused or permitted the damage or defect.

24. LEASING A UNIT

- 24.1 An Owner of a unit:

- (a) must provide a full copy of these rules and a full copy of all future amendments to these rules to any tenant or occupier of the unit;
- (b) must provide the Body Corporate with written notice of the full name, landline phone number and cellphone number for the Owner and for all tenants or occupants of the unit;
- (c) must inform any tenant or occupier of the unit that the mode of service under the Act is by email, and the Owner must provide the Body Corporate with written notice of the email address for service for the tenants or occupiers of the unit and the email address for service for the Owner; and
- (d) promptly notify the Body Corporate in writing of any changes to the details in rules 24.1(b) and 24.1(c).

- 24.2 An Owner of a unit shall not lease or rent the unit to Kāinga Ora or similar organisation.

25. RESTRICTIONS ON USE

- 25.1 An Owner of a unit shall not use or permit the use of the unit for the purposes of operation of a brothel or the provision of commercial sexual services or the operation of the business of prostitution within the meaning of those terms as contained in the Prostitution Reform Act 2003.

- 25.2 An Owner of a Unit must not use or permit the unit to be used for any trading or commercial purpose other than as an office within the house for the use of the owner or occupier and provided such use is permitted by Auckland Council.
- 25.3 An Owner of a Unit must not use or permit the unit to be used as short term accommodation operated by Airbnb or other similar operators.
- 25.4 An Owner of a unit must not place any form of temporary structure or additional accommodation on the unit title.
- 25.5 An Owner of a unit must not to place or store any goods around the exterior of the building other than outdoor patio furniture and ancillary items.
- 25.6 An Owner of a unit must not permit, bring on or allow to remain anything which is unsightly or likely to become a nuisance to the owners or occupiers. e.g. rubbish, vehicles, equipment, machinery material.
- 25.7 An Owner of a unit must not permit usage or ongoing occupation over and above 2 occupiers per bedroom.
- 25.8 An Owner of a unit must not permit regular gatherings of groups of people greater than 12 for 12 hours at a time.
- 25.9 An Owner of a unit shall comply in all respects with all Acts, bylaws and regulations for the time being in force in the area in which the unit is situated.
- 25.10 An Owner of a Unit must use the designated mail collection areas.

26. BREACH OF THESE RULES

- 26.1 Where the Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 2010, or of these rules by any owner or the occupiers, guests, servants, employees, agents, invitees, tenants or licensees of the owner or occupier of a unit, or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt, in any action, in any court of competent jurisdiction, from the proprietor of the unit at the time when the breach occurred.

27. COMPLIANCE WITH HEALTH AND SAFETY REQUIREMENTS

- 27.1 An Owner of a unit shall comply with any health and safety requirements that the Body Corporate considers necessary or that are imposed by local authorities or other governing bodies.

Form 18
Pre-contract disclosure statement
section 146, Unit Titles Act 2010

Unit plan: To be advised

Body Corporate Number: To be advised

Unit Number: To be advised

Pre-contract disclosure statement

1 This pre-contract disclosure statement is provided to prospective buyers of the property in accordance with section 146(1) of the Unit Titles Act 2010.

General information

2 *The following section contains a brief explanation of important matters relevant to the purchase of a unit in a unit title development. You should read and understand the information contained in this section and this statement before signing a contract to buy a unit in a unit title development.*

Further information on buying, selling a unit and living in a unit title development can be obtained by:

- *reading the publication “A quick guide to unit title developments”, which is available on the Tenancy Services website: www.tenancy.govt.nz*
- *contacting the Ministry of Business, Innovation and Employment contact centre can answer questions on unit titles: 0800 UNIT TITLES*

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing a unit or your prospective rights and obligations as a member of a body corporate.

Unit title property ownership. Unit titles are a common form of multi-unit property ownership. They allow owners to privately own an area of land or part of a building and share common property with other unit owners. Unit title developments may also be structured in varied ways including staged unit title developments and layered unit title developments.

This combination of individual and shared ownership of land and buildings, often in an intensive built environment, means owning a unit title involves a different set of rights and responsibilities than traditional house and land ownership.

Unit title developments have a body corporate management structure to ensure decisions affecting the development can be made jointly by the unit owners. The creation and management of unit title developments is governed by the Unit Titles Act 2010 and supporting regulations.

Unit plan. Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The unit plan is the formal record of all of the boundaries of the units, and the common property.

Ownership and utility interests. Each unit is allocated an ownership interest and a utility interest and such interests are relevant to the determination of many of the unit owner's rights and responsibilities under the Unit Titles Act 2010.

Ownership interest is a number that reflects the relative value of each unit to the other units in the development, and is used to determine a range of matters including the unit owners' beneficial share in the common property, and share in the underlying land if the unit plan is cancelled.

By default, the utility interest of a unit is the same as the ownership interest (unless it is otherwise specified on the deposit of the unit plan or subsequently changed), and is used to calculate how much each owner contributes to the operational costs of the body corporate.

Body corporate operational rules. The body corporate for a unit title development can make its own operational rules on the use of the development, and governance of the body corporate. These operational rules are subject to the provisions of the Unit Titles Act 2010 and regulations made under that Act.

All unit owners, occupiers, tenants and the body corporate must follow the body corporate operational rules that apply to their unit title development.

Transitional provisions for unit title developments created before the Unit Titles Act 2010 came into effect on 20 June 2011 apply to the body corporate rules in place at that time.

Pre-settlement disclosure statement. Before settlement of the sale of a unit, the seller must provide a pre-settlement disclosure statement to the purchaser, which includes information on:

- the unit number and body corporate number
- the amount of the contribution levied by the body corporate for that unit
- the period covered by the contribution
- how the levy is to be paid
- the date on or before which the levy must be paid
- whether any amount of the levy is currently unpaid and, if so, how much
- whether legal proceedings have commenced in respect of any unpaid levy
- whether any metered charges (eg, for water) are unpaid and, if so, how much
- whether any costs relating to repairs to building elements or infrastructure contained in the unit are unpaid and, if so, how much
- the rate of interest accruing on any unpaid amounts
- whether there are any legal proceedings pending against the body corporate
- whether there have been any changes to the body corporate rules.

There are legal consequences on the seller for failing to provide the pre-settlement disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Additional disclosure statement. The buyer of a unit can request an additional disclosure statement or may request some, but not all of the information required to be in an additional disclosure statement (specific prescribed information) at any time before whichever of these dates occurs first:

- the close of the fifth working day after they enter into the sale and purchase agreement
- the close of the tenth working day before settlement of the unit.

The seller has five working days to provide the additional disclosure statement.

The additional disclosure statement contains more information about the unit title development and the operation of the body corporate. It must include:

- contact details of the body corporate and committee (if there is one)
- the balance of every fund or bank account held by the body corporate at the date of the last financial statement
- amounts due to be paid by the body corporate
- details of regular expenses that are incurred once a year
- amounts owed to the body corporate
- details of every current insurance policy held by the body corporate
- details of every current contract entered into by the body corporate
- information about any lease of the underlying land (if the development is leasehold)
- the text of motions voted on at the last general meeting, and whether those motions were passed
- any changes to the default body corporate operational rules
- a summary of the long-term maintenance plan.

The seller may require the buyer to meet the reasonable cost of providing the additional disclosure statement. An estimate of that cost is set out in paragraph 9 below.

There are legal consequences on the seller for failing to provide the additional disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Computer register. Previously known as a certificate of title, for a unit title development this document records the ownership of a unit, contains a legal description of the unit boundaries and records any legal interest which is registered against the title to the unit (for example a mortgage or easement). A copy of the computer register for a unit should come with:

- the unit plan attached. Unit title plans were discussed earlier in this section.

- a supplementary record sheet attached. A supplementary record sheet records the ownership of the common property, any legal interests registered against the common property or base land, and other information such as the address for service of the body corporate and the body corporate operational rules.

The common property in a unit title development does not have a computer register.

Land Information Memorandum. A land information memorandum (LIM) is a report which provides information held by the local council about a particular property. You must order and pay for a LIM from the applicable local council. Delivery times vary between councils. The information contained in a LIM will vary between councils, but is likely to include details on:

- rates information
- information on private and public stormwater and sewerage drains
- any consents, notices, orders or requisitions affecting the land or buildings
- District Plan classifications that relate to the land or buildings
- any special feature of the land the local council knows about including the downhill movement, gradual sinking or wearing away of any land, the falling of rock or earth, flooding of any type and possible contamination or hazardous substances
- any other information the local council deems relevant

Full details of what a local council is obliged to provide in a LIM is contained in section 44A of the Local Government Official Information and Meetings Act 1987.

Easements and covenants. An easement is a right given to a landowner over another person's property (for example, a right of way, or right to drain water). A land covenant is an obligation contained in a deed between two parties, usually relating to the use of one or both properties (for example a covenant to restrict one party using their property in a certain way).

Easements or covenants may apply to:

- a unit and are usually recorded on the computer register for that unit.
- common property and will be recorded on the supplementary record sheet for the unit title development.

3 Further information about the matters set out above can be obtained from:

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| Unit title property ownership | Ministry of Business, Innovation and Employment www.tenancy.govt.nz 0800 UNIT TITLES (0800 864 884) |
| Unit plan | Land Information New Zealand |

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|-------------------------------------|--|
| Ownership and utility interests | www.linz.govt.nz |
| Computer register | 0800 ONLINE (0800 665 463) |
| Easements and covenants | |
| Body corporate operational rules | The body corporate of the unit title development |
| Pre-settlement disclosure statement | |
| Additional disclosure statement | |
| Land Information Memorandum | Your local council |

For detailed information on any of the above matters relating to your specific circumstances, the Ministry of Business, Innovation and Employment recommends you obtain independent legal advice from your lawyer.

Information about the unit

- 4 The amount of the contribution levied by the body corporate under section 121 of the Unit Titles Act 2010 in respect of the unit is \$yet to be determined.
- 5 The period covered by the contribution in paragraph 4 is yet to be determined
- 6 The body corporate proposes to levy an amount yet to be determined under section 121 of the Act in the next 12 months. A draft budget has been prepared and is attached. The amounts in the draft budget are not final and the actual levies will be determined based on ownership interest and utility interest as required by the Unit Titles Act 2010 once the Development is completed and the body corporate created.
- 7 The body corporate proposes to carry out the following maintenance on the unit title development in the next 12 months:

Yet to be determined. The actual maintenance work required can not yet be determined until the Development is completed and the body corporate created.
- 8 The body corporate has the following accounts:
Nil at present as the body corporate has not yet been formed.
- 9 Under section 148 of the Unit Titles Act 2010, a buyer may request an additional disclosure statement or may request some, but not all of the information required to be in an additional statement (specific prescribed information) before the settlement of an agreement for sale and purchase of a unit. The buyer must pay to the seller all reasonable costs incurred by the seller in providing the additional disclosure statement. The estimated cost of providing an additional disclosure statement is \$600-\$900 plus GST

10 *Select the statement that applies:*

The unit or the common property is not currently, and has never been, the subject of a claim under the Weathertight Homes Resolution Services Act 2006 or any other civil proceedings relating to water penetration of the buildings in the unit title development.

Date: 17 June 2020

Signed:

A handwritten signature in blue ink is written over a solid horizontal line. The signature is cursive and appears to be 'A. Bailey'.

[]
("Lessor")
and
[]
("Lessee")

CARPARK LEASE



THIS CARPARK LEASE made the _____ day of _____ 20____

PARTIES

1. [_____] (“Lessor”)
2. [_____] (“Lessee”)

BACKGROUND

- A. The Lessor is the owner of the Principal Unit [_____] (“the PU”).
- B. The Lessor leases Accessory Unit [_____] (the “Carpark”), which Carpark is attached to PU [_____] at Awataha Drive, Northcote (the “Property”) to the Lessee.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Lease, unless the context otherwise requires:

- (a) any words or phrases defined in Schedule 1 shall have the meaning set out in Schedule 1;
- (b) any party to the Lease shall include that party’s executors and administrators and, where not repugnant to the context, includes the employees, agents, invitees, contractors and any other person under the control or direction of that party;
- (c) “**Lease**” means this lease together with any schedules attached to his lease and any amendments made from time to time.

1.2 In this Lease, unless the context otherwise requires:

- (a) singular words include the plural and vice versa;
- (b) one gender includes the other genders;
- (c) words referring to persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body, in each case whether or not having a separate legal identity;
- (d) any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- (e) any reference to month or monthly shall mean respectively calendar month or calendar monthly;

- (f) references to sections, clauses and schedules are references to sections, clauses and schedules in this Lease;
- (g) the index, the section headings and clause headings have been inserted for convenience only and must be ignored in construing the Lease.

2. GRANT OF LEASE

- 2.1 In consideration of payment of the Rent, the Lessor grants to the Lessee a lease of the Carpark on the terms set out in this Lease.

3. TERM

- 3.1 The term of the Lease shall commence on the Commencement Date and shall continue for a term of three (3) years.

4. PAYMENT OF THE LEASE FEE

- 4.1 The Lessee must pay the Rent to the Lessor during the term of the Lease and any period of holding over. Payment shall be made free of any deduction, set-off or reduction whatsoever on any account.
- 4.2 The Lessee shall pay the Rent to the Lessor by equal monthly instalments payable in advance. The first instalment of the Rent must be paid on the Commencement Date. The Rent shall be paid by direct bank transfer, or as the Lessor shall from time to time direct.
- 4.3 Without prejudice to any other rights, powers and remedies of the Lessor under this Lease, if any part of the Rent or other money payable by the Lessee under this Lease is in arrears and unpaid for 7 days (whether or not formal demand for payment has been made), such money shall be payable on demand and shall bear interest at the rate of 12% per annum. The default interest rate shall be computed on a daily basis from the due date until payment is made in full.

5. PERMITTED USE

- 5.1 The Lessee may, at any time of the night or day, and for such periods as the Lessee may require, use the Carpark for the purpose of parking one motor vehicle in the Carpark.
- 5.2 The Lessee must not do anything to obstruct access to or egress from any of the Carpark on the Property, or to obstruct any other motor vehicle or any other user of a carpark on the Property.
- 5.3 The Lessor gives no warranty as to the suitability of the Carpark for the parking of any particular vehicle. The Lessee acknowledges that the Lessee has examined the Carpark and the Carpark is suitable for the proposed use.
- 5.4 The Lessee will comply with the body corporate operational rules and any other rules introduced by the Lessor or the body corporate for the safe and efficient running of the carparking area.

6. LESSEE'S MAINTENANCE OBLIGATIONS

6.1 The Lessee must not spill any oil or harmful substances on the Carpark or on any other part of the Property.

6.2 The Lessee must not:

- (a) carry out any repair or maintenance to any vehicle; or
- (b) wash any vehicle; or
- (c) leave any rubbish or litter;

on the Property.

6.3 The Lessee must, upon demand, reimburse the Lessor for the cost of making good any damage to the Carpark or the Property caused by any act, neglect or default of the Lessee.

7. INDEMNITY

7.1 The Lessee indemnifies the Lessor against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor may be liable arising from loss, damage or injury caused or contributed by any act omission, neglect, breach or default of the Lessee.

8. REMOVAL OF VEHICLES

8.1 The Lessor may, without prior written notice and at the expense of the Lessee, remove any vehicle that has been left on the Property in a manner that obstructs other vehicles or permitted users of other carpark on the Property.

8.2 The Lessor shall not be obliged to remove any such vehicles.

9. ASSIGNMENT

9.1 The Lessee must not assign this Lease or sub-lease the Carpark or otherwise part with possession of the Carpark nor in any way transfer this Lease.

10. LESSEE'S RISK

10.1 The Lessee uses the Carpark entirely at the Lessee's risk.

10.2 The Lessee must, during the Term, maintain third party insurance cover for the vehicle that uses the Carpark. If requested by the Lessor, the Lessee must produce evidence of such insurance cover within 5 working days.

10.3 The Lessor shall have no liability for any damage or loss suffered as a consequence of use of the Carpark and in particular:

- (a) shall not be liable for any loss or damage suffered by the Lessee in respect of any motor vehicle on the Property;
- (b) shall not be liable for any loss or damage suffered by the Lessee in respect of the contents of any motor vehicle on the Property.

11. **NO IMPLIED TERMS**

11.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 ("Act") and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this Lease where allowed.

12. **OPTION TO PURCHASE**

12.1 In consideration of the Lessee signing this Lease, the Lessor grants the Lessee an option to purchase the Carpark on the following terms:

- (a) Price: \$40,000 inclusive of GST (if any);
- (b) Deposit: \$4,000 to be paid on the date the Lessee serves the Option Notice referred to below on the Lessor ("Option Date");
- (c) Settlement date: 20 working days after the Option Date or by mutual agreement;
- (d) Interest rate for late settlement: 12% per annum;
- (e) The agreement will be unconditional;
- (f) The title to the Carpark will at settlement be transferred to the title of the PU and the Lessor and the Lessee shall take all reasonable and proper steps to effect the same; and
- (g) All other terms shall be those set out in the Auckland District Law Society Agreement for Sale and Purchase of Real Estate Ninth Edition 2012(8) edition.

12.2 The option set out in this clause must be exercised by the Lessee by service of the Option Notice described below no later than the third anniversary of the Commencement Date ("Option Expiry Date"), time being of the essence.

12.3 The option may be exercised by the service on the Lessor of an agreement for sale and purchase signed by the Lessee and incorporating the terms in this clause 12 ("Option Notice") and the immediate payment of the deposit to the Lessor. Upon delivery of the Option Notice and the payment of the deposit, the Lessor and the Lessee shall immediately become bound as vendor and purchaser respectively on the terms set out in the Option Notice and this clause.

12.4 If the Lessee fails to deliver the Option Notice prior to the Option Expiry Date then the option contained in this clause is at end and neither party shall have any further right or claim against the other in respect of the option set out in this clause or the Carpark.

SCHEDULE 1
Lease Particulars

1. **RENT**

\$2,800.00 inclusive of GST (if any) per annum per carpark

2. **COMMENCEMENT DATE**

The settlement date of the agreement for sale and purchase for unit [] between the Lessor and the Lessee dated [] or such other date is agreed by the parties