

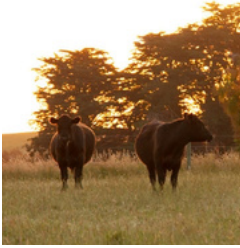


H A R V E S T O N

Rangitikei Development Ltd | info@rangitikeidevelopment.co.nz | Hayden Sales Ph (027) 555 5028



HARVESTON



Harveston

Rangitikei's newest subdivision is situated at 14 Hendersons Line, Marton. Down the southern end of town for a quick morning escape to work out of town, Harveston is nestled within a quiet neighbourhood. Sections are placed within thoughtfully constructed roading and footpaths interspersed to create a safe and quiet haven. All sections have covenants to protect your investment and to ensure a high standard of build throughout the entire subdivision. Buy a section and build yourself – or we can put you in touch with the right people offering house and land packages to build the perfect house designed to suit you. Regardless of what you choose, we'll provide services right to your gate including water, waste, natural gas, power, phone and FibreOptics.

Rangitikei Development

We are a locally owned and operated company based in Marton. We are big on providing quality subdivisions at an affordable price for all types of buyers and budgets. Check out our recently completed 80 Lot development Hereford Heights.

“That one on one dealing between developer and buyer is key, questions are answered quickly and correctly and buyers can come and get a first hand look at the development during construction” Hayden Gould – Co Director Rangitikei Development along side other local businesses and a pro active council are excited about where Marton is heading and the renovation of the town.

First Home Buyers

An affordable section is the starting point of a affordable build! We have helped many first home buyers get onto the property ladder, it brings us great satisfaction.

Retirement

Harveston offers security and safety with wide concreted footpaths that make walking and using motorised vehicles easy and pleasurable. Marton township has numerous service and community groups, a very active library with e-hub, historical society, cafes, sports grounds, Olympic-sized swimming pool and a range of shops and supermarkets. Nearby Frae-Ona park is an easy walk where you can take the grand-kids to feed the ducks, sit under mature trees and watch the world go by. For the more adventurous couple the Ruahine ranges is just an hour away and skiing at Mt Ruapehu just 1.5 hours north on SH1. Golf courses nearby, and Marton is certified campervan-friendly with our annual country music festival attracting hundreds of campervans and thousands of visitors.



Families

Families with school-aged children have the option of nationally-renown private as well as public schools. Huntly and Nga Tawa Secondary Schools are both within Cycling distance and Marton Primary and public Secondary Schools are also close. There are playgroups, playcentres and kindergartens right in town. For under 5's we have free swimming lessons in our Olympic-sized pool As well as NZ's best skatepark and playground in the heart of Marton, there's also an aquatic centre, numerous playgrounds, library and parks. For the adventurous family, there's canoeing, jetboating, rafting swimming and camping right on your doorstep. Our region also has several short walks suitable for toddlers such as Marton Park Memorial Walkway, Fare-Ona Park where you can feed the ducks, Dudding Lake Campground and DOC's Bruce Park.

Thriving community events

Marton is known for its Harvest Festival which attracts around 10,000 people over a weekend. Full of traditional events like biggest pumpkin it also has live music, food and craft stalls, and home-brew judging contest. Thousands also attend the annual Country & Western Music Festival and we roll out the red carpet for the hundreds of campervans that come to Marton that weekend. Marton has a lively music and arts scene and even has its own playhouse. There's always something to see and do in Marton regardless of your age.

Rangitikei - our adventure playground

Our adventure playground We know every region claims that - but we really do! Marton is only 20 minutes from the coast and only a few minutes' drive from the majestic Rangitikei River. We're bordered by Ruahine Forest Park to the east and Whanganui National Park to the west. There are numerous parks and DOC walks in between, many suitable for family walking. Mt Ruapehu is 1.5 hours away for winter skiing and summer hiking. Nearby Dudding Lake and campground offers jetboating, water skiing, swimming and walking tracks. Have a look at www.rangitikei.com to see the range of what our region has to offer.

Travel Times

2-minute drive to State Highway 1
5- minute drive to State Highway 3
15 min to Ohakea Air Base
35 min Palmerston North
30 min Whanganui
2 hrs 20 min Wellington
2 hrs 40 min Taupo
1 hrs 30 min to Turoa ski field
2 hrs 30 min to Mt Ruapehu

Cost-effective construction

Purchasing a section in Harveston and building your own home can be considerably less than nearby regions such as Manawatu and Whanganui. Why pay more than replacement value for a old home when you can build new and modern for exactly that! With a strong property market throughout the region it's a good time to secure a section and benefit from any capital gain as experienced by many of our previous buyers . The expected completion date of Harveston is set to coincide with the predicted easing of the building material shortage and the easing of lending rules.





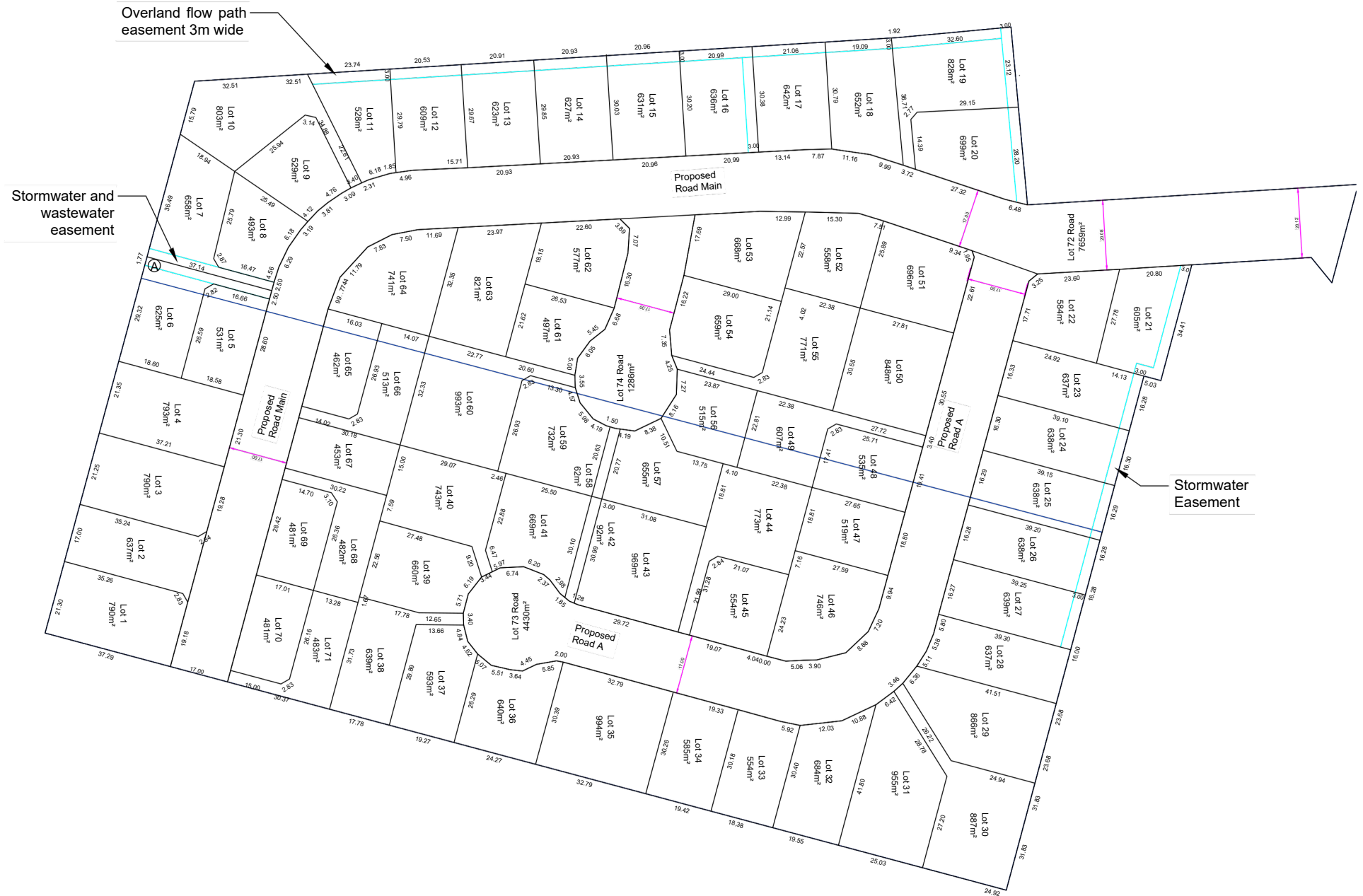
You are here

Lot 70	478m²	Lot 66	479m²	Lot 61	498m²
Lot 68	478m²	Lot 71	479m²		
Lot 69	479m²	Lot 65	480m²		
Lot 67	479m²	Lot 8	495m²		
Lot 56	514m²	Lot 5	531m²	Lot 34	585m²
Lot 47	518m²	Lot 48	533m²	Lot 37	593m²
Lot 11	528m²	Lot 44	553m²	Lot 62	598m²
Lot 9	530m²	Lot 33	556m²		
Lot 52	605m²	Lot 6	625m²	Lot 41	652m²
Lot 49	606m²	Lot 21	630m²	Lot 7	658m²
Lot 12	607m²	Lot 36	637m²	Lot 54	659m²
Lot 16	614m²	Lot 38	639m²	Lot 20	659m²
Lot 15	614m²	Lot 28	640m²	Lot 39	660m²
Lot 14	614m²	Lot 27	640m²	Lot 32	684m²
Lot 13	614m²	Lot 26	640m²	Lot 57	686m²
Lot 18	616m²	Lot 25	640m²	Lot 53	695m²
Lot 17	617m²	Lot 24	640m²		
Lot 22	620m²	Lot 23	640m²		
Lot 59	722m²	Lot 46	756m²	Lot 3	777m²
Lot 51	729m²	Lot 55	771m²	Lot 4	793m²
Lot 40	744m²	Lot 45	774m²		
Lot 64	746m²	Lot 1	776m²		
Lot 10	803m²	Lot 30	887m²		
Lot 19	820m²	Lot 31	955m²		
Lot 63	830m²	Lot 60	993m²		
Lot 50	844m²	Lot 35	995m²		
Lot 29	866m²	Lot 43	1012m²		

Current section status at Harveston

Prices are x Thousand and including GST

Lot 1		Lot 33		Lot 65	
		Lot 34		Lot 66	
Lot 3		Lot 35		Lot 67	
Lot 4		Lot 36		Lot 68	
Lot 5		Lot 37		Lot 69	
Lot 6		Lot 38		Lot 70	
Lot 7		Lot 39			
Lot 8		Lot 40			
Lot 9		Lot 41			
Lot 10					
Lot 11		Lot 43			
Lot 12		Lot 44			
Lot 13		Lot 45			
Lot 14		Lot 46			
Lot 15		Lot 47			
Lot 16		Lot 48			
Lot 17		Lot 49			
Lot 18		Lot 50			
Lot 19		Lot 51			
Lot 20		Lot 52			
Lot 21		Lot 53			
Lot 22		Lot 54			
Lot 23		Lot 55			
Lot 24		Lot 56			
Lot 25		Lot 57			
Lot 26					
Lot 27		Lot 59			
Lot 28		Lot 60			
Lot 29		Lot 61			
Lot 30		Lot 62			
Lot 31		Lot 63			
Lot 32		Lot 64			



Consent Notice – Vehicle Crossing Location

- 39 The crossing for each of the following lots shall located as described, unless otherwise approved by a separate Land Use Consent which enabled a site specific/crossing specific assessment.

Lot	Access Location
5	The nearest edge of the vehicle crossing must be located within 5m of the western boundary, next to Lot 4; to provide acceptable sightlines.
8	The nearest edge of the vehicle crossing must be located within 2m of the eastern boundary, next to Lot 9; to provide acceptable sightlines (particularly for the view of right turning traffic into the site). Note: vehicles parked on the inside of the bend may obscure visibility.
12	The nearest edge of the vehicle crossing must be located within 2m of the northern boundary, next to Lot 11; to provide acceptable sightlines (particularly for the right turn into the site). Note: vehicles parked on the inside of the bend may obscure visibility.
14	The nearest edge of the vehicle crossing must be near the northern boundary, next to Lot 13, in accordance with the District Plan performance standard.
22	The nearest edge of the vehicle crossing must be located within 2m of; the southern boundary (next to Lot 21) OR western boundary (next to Lot 23); away from the intersection.
33	The nearest edge of the vehicle crossing must be located within 2m of the southern boundary, next to Lot 32; to provide acceptable sightlines.
45	The access leg and vehicle crossing for Lot 45 must be located on the northern side of the site immediately adjoining and between Lots 43 and 44; to provide suitable sight lines.
51	The nearest edge of the vehicle crossing shall be located within 2m of the western boundary next to Lot 50; away from the intersection.
53	The vehicle crossing must be located over 30m from the intersection on the main road (as per the District Plan), or within 2m of the western boundary, next to Lot 54; away from the intersection.
62	The vehicle crossing must be located over 30m from the intersection on the main road or 20m on the side road (as per the District Plan).
63	The nearest edge of the vehicle crossing must be located within 10m of the southern boundary, next to Lot 62; to provide acceptable sightlines.
65	The nearest edge of the vehicle crossing must be located within 5m of the western boundary, near the access leg to Lot 66; to provide improved sightlines to the bend.

Consent Notice – Rear Lots and Manoeuvring

- 40 A section 221 consent notice shall be registered as follows:

All rear lots (Lots 6&7 on the right of way, Lots 10, 19, 30, 38, 40, 44, 45, 49, 55, 60, 66, 68 and 71) must provide and maintain manoeuvre space to enable vehicles to enter and leave in a forward direction.

- 41 A section 221 consent notice shall be registered as follows:

Lots with sightlines and/or near intersections that do not comply with the District Plan's performance standards (Lots 1, 2, 8, 12, 15, 22, 46, 51, 53, 62, 64, 69 & 70) must provide and maintain manoeuvre space to enable vehicles to enter and leave in a forward direction.

Consent Notice – Access

- 42 A section 221 consent notice shall be registered against all lots not covered by condition 40 as follows:

A number of allotments have limited frontages where a compliant vehicle crossing can be constructed. At the time of development of the lot, evidence must be provided to the Council confirming that a compliant crossing can be constructed. In the event it is proposed to install a crossing which is not compliant with the District Plan standards, a site-specific land use consent application will be required. The land use consent application will need to address the effects of the non-compliance. For clarity, it is likely that lots with sightlines and/or near intersections that do not comply with the District Plan's must provide and maintain manoeuvre space to enable vehicles to enter and leave in a forward direction.

- 6.21 The following activities are permitted in the residential zone, provided they can comply with the relevant activity standards.

B1.5 Building Height	B1.5-1 A building (excluding network utilities) must not exceed a height of: a) Industrial Zone – 16 metres b) Residential Zone – 8 metres c) All other zones – 10 metres.	Not applicable to this application but dwellings can be designed to comply.
B2.1 Daylight Setback	d) All buildings must be contained within a recession plane starting at the existing ground level at each site boundary and then projecting inwards at a 45 degree angle.	Can comply subject to building design. Compliance will be assessed at building consent stage.
B2.2 Building Setback	B2.2-1 Any building (excluding masts and poles of less than 8 metres height) must not be located closer than: a) 5 metres from any road boundary b) 1 metre from any other site boundary, or 3m where the site adjoins any Commercial Zone or Industrial Zone boundary. Note accessory buildings are excluded from this rule; c) 3 metres from any boundary for that part of the façade of a dwelling containing a window to a habitable room;	Does not comply a) Does not comply. The proposed setback from the road will be 4.0 metres b) Can comply with 1.0 metre setback c) Does not comply. The internal boundary setback will be 1.5metres d) Not applicable e) Not applicable
B2.3 Maximum Building Coverage	B2.3-1 The proportion of any site covered by buildings must not exceed 40%.	Can comply subject to building design. Compliance will be assessed at building consent stage.
B2.4 Maximum Floor Area	B2.4-1 The maximum gross floor area for any retail activity is 60 square metres	Not applicable
B2.5 Site Area	B2.5-1 The minimum exclusive site area is 400 square metres per dwelling unit.	Can comply subject to building design. Compliance will be assessed at building consent stage.
B2.6 Outdoor Space	B2.6-1 Each dwelling site must be provided with a private and exclusive outdoor area formed in the shape of a rectangle, with a minimum area of 55 square metres and a minimum width of 4.5 metres.	Can comply subject to building design. Compliance will be assessed at building consent stage.
B2.7 Exterior Storage	Exterior storage must meet the following requirements: a) no vehicle which is unwarranted for a period of more than 12 months under the Land Transportation Act 1998 can be stored on-site unless it is contained within a building; b) the area used for exterior storage must not exceed 20 square metres; c) separation distance from adjoining boundaries must be at least 2 metres; d) storage must not exceed a height of 3 metres.	Not applicable

FURTHER TERMS OF SALE:**20. The agreement is subject to finance**

20.1 This agreement is conditional upon the Purchaser arranging finance on terms satisfactory to the Purchaser within ten (10) working days from the date of this agreement. This condition is inserted for the sole benefit of the Purchaser.

21. The Vendor is to subdivide the title

21.1 The Purchaser acknowledges that a separate Record of Title has not yet issued for the property. The Record of Title will be subject to such interests (including the restrictive covenant set out in clause 24) as the Vendor may determine and as otherwise required to obtain consent of the Territorial Authority.

21.2 The Vendor will use all reasonable endeavours to ensure a separate Record of Title is issued for the property including (at its cost):

- (a) Applying for all required consents;
- (b) Attending to all matters required to be undertaken pursuant to the consents;
- (c) Obtaining territorial authority certifications that the conditions of the consents have been met; and
- (d) Applying to Land Information New Zealand for separate Record of Title to the property.

21.3 The Vendor will at the Vendor's expense submit the final subdivisional plans to the territorial authority for approval pursuant to the consent and the Vendor will pay any development levies or costs in respect of the subdivision plans.

21.4 During the course of the subdivision, the Purchaser must ensure that:

- (a) No person enters the property without the prior, written consent of the Vendor (including valuers). The Vendor acknowledges this is a health and safety concern.

- (b) If the Purchaser has sold the property prior to title issuing, or has otherwise made plans for the subsequent disposal of the property, that no on-Purchaser or transferee makes contact with the Vendor requesting updates on progress towards issue of title.

22. Current plans are indicative only

22.1 The Purchaser acknowledges that the areas and measurements of the property on the plans are approximate and subject to survey. Any variation through the survey process or which may be required by Land Information New Zealand or by the territorial authority will not entitle the Purchaser to make any objection or requisition in respect of the property or its Record of Title.

22.2 The Vendor gives no warranty as to the type, location or improvements of any reserves (subject to the terms of the territorial authority consents and/or discretion of the Vendor). The Vendor gives no warranty about when Title for the property will issue.

22.3 The Purchaser warrants that it will not object or lodge any submission against any planning proposal or seek any other remedy.

23. Purchaser has responsibility for connections and entranceway

23.1 It is acknowledged by the parties that the Vendor is not responsible for the provision of power or other services or supplies within the property.

23.2 The Vendor will ensure that the property has legal access and that power, water, sewage, gas and telecommunication, computer and media services will be available to the boundary of the property but all costs of connection to services to the property will be the responsibility of the Purchaser.

23.3 The Purchaser confirms attention has been drawn to the resource consent for the development and further acknowledges that:

- (a) The Rangitikei District Council has agreed to a plan variation for the "3 metre rule";

- (b) That the Purchaser will be responsible for establishing a road entrance in accordance to the property with any general and specific requirements that the Rangitikei District Council has notified in its own plan or the resource consent;
- (c) That the Purchaser will be required to comply with Rangitikei District Council stormwater requirements when undertaking any construction on the property.

24. Property to be bound by restrictive covenants

- 24.1 The Purchaser will be bound by restrictive covenants, to the general effect set out in clause 24.6 to 24.14 ("**Covenants**") and the Purchaser's use of property will be restricted accordingly.
- 24.2 The Covenants, with any necessary amendments, will be registered against the Record of Title for the property.
- 24.3 The Covenants are for the benefit of Lots 1 to 68 of the attached scheme plan (the "**Benefiting Lots**") and the registered owners of the Benefiting Lots. The Covenants will last in perpetuity.
- 24.4 In the event the Purchaser is permitted to sell the Property before the transfer is registered, the Purchaser will obtain a written agreement from the intended new owner to comply with this clause 24.
- 24.5 This clause 24 binds the executors, administrators and assigns of both parties.
- 24.6 The Purchaser will:
 - (a) Not at any time place on or erect or construct on the burdened land ("**the Property**") any building except one (1) private dwellinghouse together with accessory buildings ("**House**") and will use only new materials for any buildings or other improvements on the Property, unless otherwise approved by Rangitikei Development Limited in writing and in its sole discretion.

- (b) Not commence any building work unless it:
 - (i) First provides to Rangitikei Development Limited a full copy of the plans, site Plans and Specifications ("**Plans and Specifications**") proposed to be lodged with the local authority for the House on the Property; and
 - (ii) Obtains Rangitikei Development Limited's written approval of the Plans and Specifications (who will be entitled to retain copies of the Plans and Specifications).
- (c) Engage with a geotechnical engineering firm approved by Rangitikei Development Limited (on the basis of local knowledge) for the completion of any geotechnical engineering reports that Purchaser considers necessary or desirable in the course of planning and seeking approval for construction of the House.
- (d) Ensure that construction of the House commences within twelve (12) calendar months of the Purchaser being registered as the proprietor on the Record of Title to the Property unless Rangitikei Development Limited agrees in writing otherwise.¹
- (e) Ensure that within twelve (12) months from the date on which construction commences (being the commencement date of any on-site work), unless Rangitikei Development Limited agrees in writing otherwise: ²
 - (i) That construction of the House and the exterior finishing and painting of the same is completed; and
 - (ii) That driveway from the front gate into the Property is formed to local authority specifications and tar sealed or concreted.

¹ Without in any sense limiting its discretion, the Vendor states that it intends to be reasonable with respect to such requests. For example, in early 2022, the Vendor extended each timeframe by 6 months to allow for delays in construction and materials sourcing.

² As with footnote 1 above.

- (f) Ensure that no transportable or relocated building of any kind is brought onto the Property, except as may be used in conjunction with the building operations for the construction of the House and which must be removed on completion of the construction of the House. This exclusion is deemed to include any kitset home unless Rangitikei Development Limited, in its sole discretion, gives its approval to the proposed kitset home in writing.
- (g) Ensure the House and the Property in general are maintained to a high standard of repair and in a tidy condition including (but not limited to) regular mowing of grass and spraying of weeds, not allowing any noxious plants to grow or areas of base earth to be permanently exposed.
- (h) Ensure that no debris, rubbish or machinery that is unusable or unsightly is brought onto or remains on the Property, including during any period of construction, during which the Property must be kept in as tidy and presentable a condition as is practicable and in accordance with Rangitikei Development Limited's reasonable instructions.
- (i) Ensure that the Property is not occupied or used for residential purposes unless:
 - (i) A dwellinghouse on the Property has been substantially completed in accordance with the approved plans and specifications; and
 - (ii) Local authority requirements with respect to occupying a dwellinghouse, have been complied with in full.
- (j) Not allow any commercial vehicle to remain on the Property, other than vehicles necessary during authorised construction work. Once construction has been completed, the Purchaser must not bring onto or allow to remain on the Property, or any access way or road or any reserve forming part of the subdivision, any caravan, truck, machinery, immobile or broken-down vehicle or any other equipment or materials, unless garaged or screened so as to not be visible from any other part of the subdivision.
- (k) Not permit any part of any water tanks located on the Property, to be above ground level, unless they are totally screened from sight from all directions.

- (l) Not permit the Property or any part thereof to be occupied or used by any government agency or department, or any entity funded by a government agency or department, unless agreed by Rangitikei Development Limited in writing.
- (m) Ensure that fences are to be constructed and sited in strict conformity with any written directions or requirements issued by Rangitikei Development Limited. These include requirements that:
 - (i) Fences facing towards the road must not exceed 1200 mm in height within five (5) meters of the Property boundary; and
 - (ii) Fences are to be constructed with either:
 - (1) either timber of:
 - a post and rail or
 - pailing style
 - (2) or metal/wrought iron-style
 unless otherwise authorised in writing by Rangitikei Development Limited; and
 - (iii) No used materials are to be used in the construction of any fences.
- (n) Not to require or request that Rangitikei Development Limited contributes towards the cost of erection or repair of any dividing or boundary fence between a section and any other adjoining land owned by Rangitikei Development Limited. Rangitikei Development Limited will at its cost erect any required fences between the Property and land to vest in Council.
- (o) Not to permit the Property to be used for any commercial or industrial purposes.

- (p) Not to permit the Property to be used for boarding kennels, cattery, animal shelter or any similar use or permit any pets or animals that cause distress to neighbours (e.g. roosters).
- (q) Not to place or permit to be placed on the Property or any part of the Property, any signs, notices, advertising or the like without Rangitikei Development Limited's prior written approval.
- (r) Not subdivide the Property further.

24.7 The Plans and Specifications must provide for:

- (a) The dwellinghouse having a minimum floor area of 80 square metres including a single garage if any, and an outdoor space requirement of 55 square metres. The dwellinghouse will have one story at a maximum height of 5.5 metres from ground level. For the avoidance of doubt, a double or larger garage may be built on the property, in which case its area will not be included for the purposes of the 80 square metre minimum.
- (b) The exterior cladding of the dwellinghouse consisting of 80% of any of the following materials:
 - (i) Kiln fired or concrete bricks;
 - (ii) Stucco textured finish;
 - (iii) Spray textured finish;
 - (iv) Stone;
 - (v) Timber; or
 - (vi) Cement fibre weatherboards (for example, Linear).
- (c) If the dwellinghouse has an exterior finish in the form of flat cladding, concrete block, poured concrete or anything similar, then the surface of such materials shall be textured in such a manner as to fully cover the base

material, unless otherwise approved by Rangitikei Development Limited in writing.

- (d) The road fronting part of the dwellinghouse must incorporate at least two forms of cladding unless Rangitikei Development Limited gives its approval for a single form of cladding in writing.
- (e) The dwellinghouse exterior cladding may not exceed a maximum of 10% of any iron or tin of any roofing profile.
- (f) Pre-finished factory coloured coating must be used where any roofing is metal cladding.

24.8 The Purchaser and any future registered owners of the Property will be liable to observe and perform the Covenants only while they are registered as owners of the Property, except in the event of a liability arising before the date of the transfer to a future registered owner.

24.9 Rangitikei Development Limited will not be liable to any owner of Benefiting Lots in connection with the enforcement or non-enforcement of the above Covenants, or the exercise or non-exercise of any power or discretion conferred on any person under the above Covenants.

24.10 If the Covenants are breached then, without prejudice to any other liability which any registered owner for the time being of the burdened land may have to any person having the benefit of these Covenants, the registered owner of the burdened land must, on demand by either Rangitikei Development Limited, its successor or assignee or on demand by the registered owner of any benefited lots:

- (a) Pay to the demander, the sum of \$150.00 for each day that breach or non-observance persists. This sum together with the costs incurred in enforcing the Covenants will constitute a debt due to the demander and shall be recoverable by it as liquidated damages;
- (b) Remove or arrange for the removal of any building or improvement used, erected, altered, repaired or decorated in breach or nonobservance of any of the Covenants from the burdened land; and

- (c) Replace any building material used or permitted to be used in breach or nonobservance of any of the Covenants.

24.11 Rangitikei Development Limited may waive or vary any of the requirements contained in the Covenants. Where Rangitikei Development Limited has granted such a waiver in writing then the waiver will have been deemed to have been granted by all the owners of Benefiting Lots.

24.12 Rangitikei Development Limited's powers to approve any request or grant any waivers or variations in relation to the Covenants are in its absolute and unfettered discretion. In no event may Rangitikei Development Limited be compelled to give any approval or grant and waiver or variation.

24.13 The Purchaser will not raise any objections (including objections to any consents lodged with the Councils or other government body) to future subdivision and development work proposed by Rangitikei Development Limited and will promptly co-operate with any request that Rangitikei Development Limited makes to the Purchaser to enable such subdivision and development work to be completed. However, this does not apply where the work proposed by Rangitikei Development Limited would materially impact the value or amenity of the Property.

24.14 The Covenants will immediately expire in respect of any land that, under any future plan of subdivision submitted by Rangitikei Development Limited, is to vest as road or reserve land (or is required to vest as road or reserve land) without the need to obtain the consent of any of the registered owners of the benefited lots.

25. Purchaser must not lodge a caveat

25.1 The Purchaser must not lodge a caveat against the Vendor's title until and unless both the following conditions have been satisfied:

- (a) the plan of subdivision has been deposited with Land Information New Zealand and a title to the land to be transferred to the Purchaser has issued; and

- (b) this agreement is unconditional in all respects.

26. No warranty given for ground conditions

26.1 The Vendor has no actual notice as to the ground conditions of the Property not providing a solid foundation for the Purchaser to build upon. However, the Purchaser agrees that the Vendor gives no warranty in respect of the ground conditions of the Property.

27. Completion of development

27.1 The Vendor and all persons authorised by the Vendor will have the right to enter on the property and any adjoining land at all times (whether before or after the settlement date) with vehicles and equipment and do everything necessary or desirable (in the opinion of the Vendor) to complete the subdivision or the development of any other dwellings or amenities and services on any other part of the Vendor's land. This includes but is not limited to the right:

- (a) To install water, gas, sewer, stormwater, electricity and telecommunication reticulation systems and other services;
- (b) To install any transformer, junction box, or other installation relating to the supply of services on the property or to any other part of the Vendor's land;
- (c) To contour, landscape, excavate and/or fill any part of the property and any other part of the Vendor's land;
- (d) To do anything else necessary or desirable (in the Vendor's opinion) to complete the subdivision and the development of any other part of the Vendor's land; and
- (e) To carry out all work in accordance with the requirements of the Councils or any other government body having jurisdiction.

27.2 The Purchaser acknowledges that the Vendor will be carrying out further subdivision and development to the balance of the Vendor's land. The

Purchaser consents to such subdivision and development work and agrees not to raise any objections (including objections to any consents lodged with the Councils or other government body) to such subdivision and development.

28. Purchaser to co-operate with marketing

- 28.1 The Purchaser will not object to marketing methods employed by the Vendor in order to sell other sections in the development, including the use of signs, placement of signs (but not on the property once a separate Record of Title for the property issues) provided that the Vendor does not cause unreasonable interference to the Purchaser's use and enjoyment of the property.

29. Events beyond the control of the Vendor

- 29.1 In the event that war, civil disorder, monetary or economic developments, acts of Government or other factors beyond the reasonable control of the Vendor whether similar or not prevent the Vendor from commencing, continuing, or completing the subdivision of the land of which the property forms part or render it impracticable for the Vendor to commence, continue or complete the subdivision of the land, then the Vendor may by notice in writing to the Purchaser advise of the specified event and cancel this agreement and the deposit will be returned in full to the Purchaser.

30. Lowest cash price

- 30.1 The purchase price for the property is the lowest price that the parties would have agreed upon for the property at the date this agreement is entered into under the rules relating to the accrual treatment of income and expenditure in the Income Tax Act 2007 and on that basis, no income or expenditure arises in respect of the sale and purchase of the property under those rules.

31. No nomination or speculative transfer

- 31.1 The Purchaser may not nominate a third party to complete the purchase of the property without the consent of the Vendor, which may be withheld or granted in its discretion.

- 31.2 For a period of two calendar months from settlement, the Vendor may not transfer the property to any third party without the prior written consent of the Vendor. The Vendor will be entitled to register an encumbrance against the property in such form as it reasonably requires at its election to enforce the terms of this clause and the Purchaser agrees that this right to encumbrance may be protected by a caveat.



H A R V E S T O N

Rangitikei Development Ltd | info@rangitikeidevelopment.co.nz | Hayden Sales Ph (027) 555 5028