



**Particulars and Conditions of Tender
for Sale of Lot 742,
Stage 2G, The Lakes Subdivision**

PARTICULARS OF TENDER
Lot 742, Stage 2G, The Lakes Subdivision

PROPERTY FOR TENDER: Lot 742 DP 461711 Identifier 607693

TIME FOR CLOSURE OF TENDERS: **5.00 pm on Wednesday 18th October 2017.** Tenders received after that time shall not be considered by the Vendor.

TIME FOR ACCEPTANCE OF TENDERS: 5.00 pm on Wednesday 25 October 2017.

SUBMISSION OF TENDERS: Tenders are to be submitted in writing in a sealed envelope marked "**Lot 742, Stage 2G, The Lakes Subdivision Tender**" and received between the hours of 9.00 am - 5.00 pm Monday – Friday at the office of

**Carrus
61 Westmorland Rise
Mayfield
Bethlehem
Tauranga**

DEPOSIT: The tender must be accompanied by a Ten Thousand dollar (\$10,000.00) initial deposit cheque, made out to "Fenton McFadden Trust Account". Should the tender be unsuccessful, this will be refunded to the unsuccessful Tenderer within 14 days of the Time for Acceptance of Tenders.

VENDOR: The Lakes (2012) Limited

CONDITIONS OF TENDER
Lot 742, Stage 2G, The Lakes Subdivision

1. **TENDER PROCEDURE**

- 1.1. Tenders is for Lot 742, Stage 2G, The Lakes Subdivision per attached Title Plan.
- 1.2. The Vendor, at his sole discretion, has the right to accept and allocate such tenders in any manner he sees fit.
- 1.3. The Tender document is an invitation to Tender and not a contractual offer by the Vendor, unless and until accepted by the Vendor.
- 1.4. The Tender should be executed in ink or ballpoint in the appropriate places by the Tenderer and that all alterations or deletions are to be initialled by the Tenderers in the appropriate places. The Tender will incorporate the following documents:

Form of Tender

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- i) Detail the intended Purchaser's full name and address and Purchaser's Solicitor's details to be inserted in the Agreement for Sale and Purchase should the Tender be accepted.
- ii) Have the full name of the Tenderer and date Tender signed
- iii) Signature/s of all Tenderers or parties to the Tender
- iv) Contact phone numbers of Tenderer

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- v) state the price tendered in the "Price Tendered" column. **The price shall be in New Zealand dollars, GST inclusive** and shall not be expressed to be made on the basis of any specified calculation or be made subject to any variance;
- vi) in the "Preferred method of Purchase – Cash or Deferred, Cash Zero Rated or Deferred Zero Rated" - nominate which method of purchase the Agreement for Sale and Purchase shall be completed in.

Upon a Tender being accepted, the Vendor will notify the Purchaser on or before the Time of Acceptance of their successful Tender and will prepare the Agreement for Sale and Purchase (type of agreement already nominated by successful Tenderer) which shall be sent to the Purchaser or Purchaser's Solicitor for execution and return.

The conditions in the Agreement for Sale and Purchase (both General Terms of Sale and Special Terms of Sale) and a form of Initial Disclosure pursuant to the Credit Contracts Act 1981 (in the Deferred Agreement for Sale and Purchase only) shall form part of this Tender. In the event of any conflict between the provisions of the Agreement for Sale and Purchase and these Conditions of Tender, then the Conditions of Tender shall prevail.

- 1.5. **All Tenders to be submitted in a sealed envelope marked "Lot 742, Stage 2G, The Lakes Subdivision Tender" should be at the offices of Carrus, 61 Westmorland Rise, Mayfield, Bethlehem, Tauranga no later than 5.00 pm Wednesday 18 October 2017.**

2. **OFFER, ACCEPTANCE AND FORMATION OF AGREEMENT**

- 2.1. The submission of a Tender shall be deemed to be an offer to purchase the said Lot. An offer to purchase the said Lot may be accepted by the Vendor in accordance with the provisions of Clauses 2.4 and 2.5.
- 2.2. No Tender shall be opened by the Vendor at any time prior to the Time of Closure of Tenders.
- 2.3. A Tender shall be irrevocable. If a Tender has not been accepted by the Time for Acceptance of Tenders, the Tender shall be deemed to have been not accepted.
- 2.4. A Tender shall be deemed to be accepted by the Vendor when the Vendor forwards to the successful Tenderer written confirmation. An Agreement for Sale and Purchase will follow for execution.
- 2.5. Upon acceptance of a Tender, the Vendor shall forthwith:
 - (a) Notify the Purchaser on or before the Time for Acceptance of their successful Tender;
 - (b) Forward an Agreement for Sale and Purchase either to the Purchaser at the Purchaser's communication address (given by the Purchaser); or
 - (c) Forward an Agreement for Sale and Purchase to the Purchaser's Solicitor at the Solicitor's address given by the Purchaser

for execution and return within 14 days to the Vendor or the Vendor's Solicitor for the Vendor's execution. A copy of the Agreement for Sale and Purchase will then be returned to the Purchaser or the Purchaser's nominated Solicitor.

- 2.6. The Purchaser shall pay the balance of the purchase monies to the office of Fenton McFadden, Oxford Street, Te Puke in accordance with the signed Agreement for Sale and Purchase.
- 2.7. If default or breach shall be made by the successful Tenderer in performance or observance of the above Conditions of Tender, or of any of them or in payment of any monies payable hereunder (the times for such performance or observance or payment fixed by these conditions being strictly of the essence of the contract) then and as often as the same shall happen it shall be lawful for the Vendor in addition and without prejudice to any other remedies that they may have to do any one or more of the following things:
- (a) Affirm this Tender and sue the successful Tenderer either for specific performance (in which case the whole of the unpaid purchase money owing hereunder shall immediately become due and payable) or for damages for breach of contract, or
 - (b) Rescind the Contract of Sale arising from this Tender and thereupon all monies theretofore paid by the successful Tenderer shall be forfeited to the Vendor as liquidated damages, or
 - (c) Re-enter upon and take possession of the property without making any formal demand, or
 - (d) Without giving notice to the successful Tenderer or tendering a transfer to the successful Tenderer re-sell the property either by public auction or private contract subject to such conditions as the Vendor may think fit and any deficiency in price and all expenses attending the resale or attempted resale of the property shall be recoverable by the Vendor from the successful Tenderer as liquidated damages.

3. **VENDOR'S RIGHTS**

- 3.1. The Vendor in the Vendor's sole discretion may:
- (a) Accept or reject any or all Tenders, including the highest Tender without giving any reason for such acceptance or rejection;
 - (b) Negotiate with any Tenderer after the close of Tender to the exclusion of any other Tenderers;
 - (c) Waive any irregularities or informalities in the tender procedure.
 - (d) Reserve the right to withdraw the Lot from sale prior to the closing of tenders.

4. TENDERER'S RESPONSIBILITY TO CHECK INFORMATION

- 4.1. The Vendor does not warrant to accuracy of any matter, fact or statement whether in the Particulars of Tender, the Conditions of Tender, the Form of Tender or the Agreement for Sale and Purchase, any advertising of the sale of the said Lot, or any statement made by the Vendor or the Vendor's agent or by any other party in respect of the said Lot, except in relation to any specific warranty given in the Agreement for Sale and Purchase. Persons tendering shall be responsible for checking such matters, facts or statements before submitting a Tender.
- 4.2. A Tenderer shall be deemed to have submitted a Tender for the said Lot solely in reliance of the Tenderer's own judgement and not in reliance upon any representation or warranty made by the Vendor or the Vendor's agent.

5. NOTICES

- 5.1. All notices to be served on a Tenderer, and all correspondence to be sent to a Tenderer, shall be deemed to have been served or sent, as the case may be, if sent by ordinary letter post addressed to the Tenderer at the New Zealand postal address, fax number or email address given. Service shall be deemed to have been effected two working days after the notice has been sent.

6. GENERAL

- 6.1. New Zealand time and dates apply.
- 6.2. All amounts are in New Zealand dollars unless otherwise specified.
- 6.3. All unsuccessful tenders shall remain confidential to the Vendor.

FORM OF TENDER
Lot 742, Stage 2G, The Lakes Subdivision

TO: Carrus
61 Westmorland Rise
Mayfield
Bethlehem
Tauranga

I/We the undersigned DO HEREBY TENDER for the purchase of Lot 742 in Stage 2G, The Lakes, Tauranga as set out in the Schedule hereto. The price tendered is the amount shown in the column "Price Tendered" and will be entered on the Agreement for Sale and Purchase once the Vendor notifies the Tender is successful.

I/We enclose herewith the sum of Ten Thousand Dollars (\$10,000.00) for Lot 742 being tendered for, being the initial deposit due for each lot, of the total tender price.

I/We tender subject to the said Conditions of Tender by which I/we agree to be bound.

I/We agree that we are familiar with the terms and conditions of the Agreement for Sale and Purchase and will execute and return the Agreement for Sale and Purchase to the Vendor or the Vendor's Solicitor within 14 days of receipt, which will be prepared by the Vendor and forwarded to me/us along with a letter of confirmation. Details to be inserted in the Agreement for Sale and Purchase as follows:

Purchaser's Full Name:
(In the case of a Trust, all Trustees full names should be detailed together with full name of Trust)

Purchaser's Full Address:.....

Purchaser's Solicitor's Name and Address:

.....

Signed:

.....
Tenderer's Full Name Date

Name: Signature:

Name: Signature:

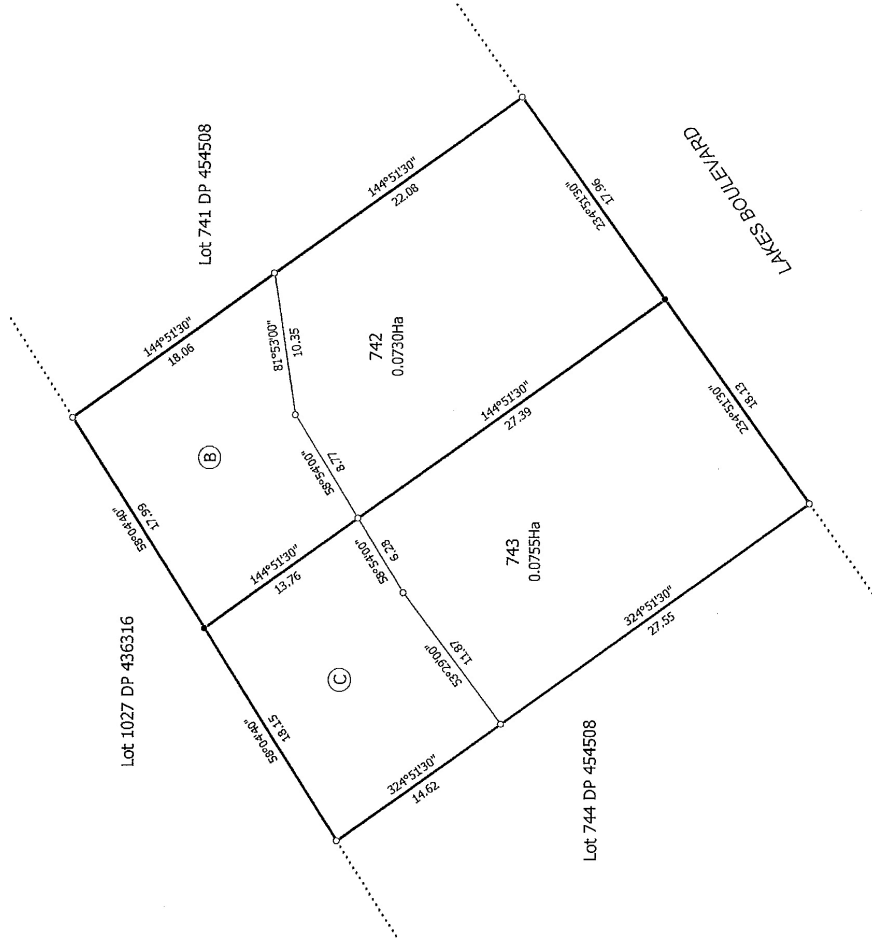
Name: Signature:

(If Trust - all Trustees must sign, if Company - 2 Directors or 1 Director and 1 Witness to sign)

Phone No.: Email

FORM OF TENDER cont.
Lot 742, Stage 2G, The Lakes Subdivision

Lot No.	Price Tendered (GST inclusive)	Preferred method of Purchase – Cash or Deferred *Cash Zero Rated or *Deferred Zero Rated (*see Sales Consultant)
742	\$.....	



NOTES:
 1. Areas B & C are subject to a Consent Notice created by CONO 9184737.3
 2. Lots 742 & 743 are subject to a Land Covenant created by E19184737.3

T1/1

Land District: South Auckland
 Digitally Generated Plan
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Lots 742 & 743 being a subdivision of Lot 100 DP 454508

Surveyor: Michael Peter Dewhirst
 Firm: Harrison Grierson Consultants Ltd

Title Plan
 LT 461711
 Approved on: 27/03/2013