

**PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY TENDER**

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

**TENDER DETAILS**

Closing Date and Time: Friday, 1 March 2019 at 2.00pm

Delivery Address for Tenders: First National Reid &amp; Wilson, 167 - 169 Stafford Street, Timaru

Licensed Real Estate Agent acting for Vendor: Peter H. Wilson Licensed Agent REAA 2008

Vendor: THE ROMAN CATHOLIC BISHOP of the DIOCESE OF CHRISTCHURCH

The vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement:

Yes/No

**PARTICULARS OF PROPERTY**

Address: 9-11 NAPIER STREET, PARKSIDE, TIMARU

Estate:	FEE SIMPLE	LEASEHOLD	STRATUM-IN-FREEHOLD	STRATUM-IN-LEASEHOLD
	<del>GROSSEASE (FEE SIMPLE)</del>		<del>GROSSEASE (LEASEHOLD)</del>	(fee simple if none is deleted)

Legal Description:  
Area (more or less):886 m<sup>2</sup>  
847 m<sup>2</sup>

Lot/Flat/Unit:

Lot 2  
Part Rural Section 707

DP:

45438

Record of Title (unique identifier):

CB24F/360  
CB25K/780**CHATELS**

The following chattels are included in the sale (strike out or add as applicable):

4x Skope heaters, Light fittings, Floor coverings, Starline glass washer, Stove, Zip water heater, Wastemaster, Kelvinator fridge/freezer.

**TENANCIES (if any)** Vacant possession

Name of tenant:

Bond:

Rent:

Term:

Right of Renewal:

KE P.6M

**CONDITIONS OF SALE**

- 1.1. The property and the chattels included in the sale are sold on these Particulars and Conditions of Sale, the General Terms of Sale and any Further Terms of Sale.
- 1.2. GST will be payable in accordance with the statement of the purchase price in the Memorandum of Contract.
- 1.3. The GST date is: Settlement date
- 1.4. The Land Act date is:
- 1.5. The settlement date is: ~~29 March 2019~~ *6 months from date of acceptance of tender*
- 1.6. The interest rate for late settlement is 12 % p.a.

**CONDUCT OF TENDER**

- 2.1 A tender must be submitted in this form in duplicate in a sealed envelope marked "Tender [address of property]" and must be received at the Delivery Address for Tenders by the Closing Date and Time (time being of the essence).
- 2.2 A tender offer must state the purchase price as an exact dollar amount without reference to any calculation or variation or to the purchase price contained in any other tender.
- 2.3 A tender must be accompanied by payment of the deposit, equivalent to 10% of the purchase price.
- 2.4 A tender must be executed as follows:
  - (1) Where it is signed by an agent, there must be attached an authority signed by the principal.
  - (2) In the case of a partnership, it must be signed by all partners or, if all partners have not signed, by a duly authorised partner whose signature must follow the name of the partnership, followed by the word "Partner".
  - (3) In the case of a company, it must be signed by an officer of the company authorised to sign and there must be attached evidence of that authority.
  - (4) Where it is signed by an attorney, there must be attached a copy of the power of attorney, together with a declaration or certificate of non-revocation.
- 2.5 A tender will not be opened before the Closing Date and Time.
- 2.6 All tenders, including the identity of the tenderer, will be kept confidential and will not be divulged to any other tenderer or third party, save that statistical data relating to successful tenders may be provided to the Real Estate Institute of New Zealand Incorporated.
- 2.7 The offer contained in each tender cannot be withdrawn until after the Tender Acceptance Date, being the fifth working day after the Closing Date and Time.
- 2.8 A tender is deemed to be accepted on signing by the vendor of the Acceptance of Tender. Acceptance will be communicated to the successful tenderer and/or the tenderer's lawyer as soon as reasonably practicable.
- 2.9 The vendor may:
  - (1) sell the property in such manner as the vendor sees fit at any time, whether before or after the opening of tenders;
  - (2) reject any tender even if it is the highest;
  - (3) negotiate with any tenderer to the exclusion of any others after the opening of tenders;
  - (4) re-advertise for tenders;
  - (5) ignore any irregularities in the tender process; and
  - (6) at any time before the Closing Date and Time, extend the Closing Date and Time by a maximum of twenty working days, in which case each of the dates mentioned in clauses 1.3 to 1.5 of the Conditions of Sale shall be deemed to have been extended by an equivalent period.
- 2.10 A deposit lodged by an unsuccessful tenderer will be returned to the tenderer no later than two working days after the Tender Acceptance Date. No interest shall be payable on any deposit.
- 2.11 The tenderer must complete its GST information in Schedule 1 before submitting a tender, if applicable.



**SCHEDULE 1**  
**(GST Information – see clause 17.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

**Section 1**

1.	The vendor's registration number (if already registered): To be advised	
2.	Part of the property is being used as a principal place of residence at the date of this agreement That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
3.	The purchaser is registered under the GST Act and/or will be so registered at settlement.	<input checked="" type="checkbox"/> Yes
4.	The purchaser intends at settlement to use the property for making taxable supplies	<input checked="" type="checkbox"/> Yes

*Handwritten notes:*  
1/2  
yes  
yes  
1/2

If the answer to either or both of questions 3 and 4 is "No", go to question 7

5.	The purchaser's details are as follows: (a) Full name: (b) Address: (c) Registration number (if already registered):	
6.	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No
7.	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee")	Yes/No <input checked="" type="checkbox"/> No

If the answer to question 7 is "Yes", then please continue. Otherwise there is no need to complete this Schedule any further.

**Section 2**

8.	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No <input checked="" type="checkbox"/> No
9.	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No <input checked="" type="checkbox"/> No

*Handwritten notes:*  
1/2  
No

If the answer to either or both of questions 8 and 9 is "No", there is no need to complete this Schedule any further.

10.	The nominee's details (if known to the purchaser) are as follows: (a) Full name: (b) Address: (c) Registration number (if already registered):	
11.	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop").	Yes/No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No

*Handwritten notes:*  
No  
No

*Handwritten notes:*  
No  
P.M.

## MEMORANDUM OF CONTRACT

**WARNING** *(This warning does not form part of this agreement)*

This is a binding contract. Read the information set out on the back page before signing.

**Acknowledgements**

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a licensed real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Agents Authority.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010.

**OFFER BY TENDERER TO PURCHASE**

PURCHASER'S NAME: Muhammad Ihsan Khalid and/or nominee ("the purchaser")

offers by tender to purchase the property and the chattels included in the sale on the Particulars and Conditions of Sale, General Terms of Sale and Further Terms of Sale (if any) set out above for a purchase price of:

\$ 425,000/- Plus GST (if any) OR Inclusive of GST (if any)  
*If neither is deleted the purchase price includes GST (if any)*

*[The tender offer must state the purchase price as an exact dollar amount and without reference to any calculation or variation or to the purchase price stated in any other tender]*

Signature of purchaser(s): *Muhammad Ihsan Khalid* 01/03/19

**ACCEPTANCE OF TENDER**

The vendor accepts the offer by tender of the purchaser.

Signature of vendor(s): *P.G. Manu* 15/03/19

Date:



**BEFORE SIGNING A TENDER**

It is recommended you seek professional advice before signing and lodging this tender. This is especially so if:

- o there are any doubts. On acceptance this will be a binding contract with only restricted rights of termination.
  - o the purchaser is not a New Zealand citizen. There are strict controls on the purchase of property in New Zealand by persons who are not New Zealand citizens.
  - o property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
  - o the property is vacant land in the process of being subdivided or there is a new unit title or cross lease to be issued. In these cases additional clauses may need to be inserted.
  - o there is any doubt as to the position of the boundaries.
  - o you wish to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- Both parties may need to have customer due diligence performed on them by their lawyer or conveyancer in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 which is best done prior to the signing of this agreement.
- o You should investigate the status of the property under the local Council's District Plan. The property and those around it may be affected by zoning and other planning provisions regulating their use and future development.
  - o You should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a Land Information Memorandum (LIM) from the Council.
  - o You should check the title to the property because there is no right of objection or requisition.
  - o You should compare the title plans against the physical location of existing structures where the property is a unit title or cross lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, before you enter into the agreement:
- o the vendor must provide you with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010;
  - o you should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate's long term maintenance plan and enquire whether the body corporate has imposed or proposed levies for a long term maintenance fund or any other fund for the maintenance of, or remedial or other work to, the common property.
- o Both parties should ensure that chattels list on the front page is accurate.
  - o You should ensure that you understand the GST position, and whether or not GST is payable in addition to the price you are offering.
  - o Both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.
  - o You should read the Conduct of Tender in clause 2.

THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

YOU SHOULD KEEP A COPY OF THIS FORM WHEN LODGING YOUR TENDER.

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**PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY TENDER**

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**Address of Property:**  
9-11 NAPIER STREET, PARKSIDE, TIMARU

**Closing Date & Time:**  
Friday, 1 March 2019 at 2.00pm  
**Delivery Address for Tenders:**  
First National Reid & Wilson, 167 - 169 Stafford Street, Timaru

**VENDOR:**  
THE ROMAN CATHOLIC BISHOP of the DIOCESE OF CHRISTCHURCH  
Contact Details:  
C/- Trish Batchelor  
Phone: (03) 686 0041  
Email: trish.batchelor@vantagio.co.nz

**VENDOR'S LAWYERS:**  
Firm: **CAVELL LEITCH**  
Individual Acting:  
**ANN MARIA BUCKLEY**  
Contact Details:  
annmaria.buckley@cavell.co.nz  
+64 3 339 5612  
CHRISTCHURCH.

**PURCHASER:**

Contact Details:

**Muhammad Iboor Khalid**  
68 High Street Timaru  
027 3156006

**PURCHASER'S LAWYERS:**

Firm: **Phillip Law Offices**  
Individual Acting:

Contact Details:

**IKRAM ul-HAQ**  
IKRAM@PHILIPLAWOFFICE.CO.NZ  
09880 0123 (Ext 703)

**LICENSED REAL ESTATE AGENT:**

Agent's Name: Reid & Wilson First National  
Manager: Peter Wilson  
Salesperson: Peter Wilson (027 476 5329) peterwilson@reidwilson.co.nz

Contact Details:  
167-169 Stafford Street  
TIMARU 7910  
Ph: 03 686 4084 Email: mail@reidwilson.co.nz



**first national** | Reid and Wilson  
Licensed Agents REAA 2008  
167 Stafford Street, PO Box 30, Timaru 7940  
Ph: 03 686 4084, Fax: 03 686 3592  
Email: mail@reidwilson.co.nz | www.reidwilson.co.nz





**first national**

REAL ESTATE | Reid and Wilson

first national  
**foundation**

Proudly supporting  
**National Burn Centre**

**FOR TENDER**



**SQUASH PLAYERS, COMMUNITY GROUPS, DEVELOPERS?**

9-11 Napier Street, Timaru

Sacred Heart Parish Centre plus adjacent vacant section.  
Two titles to be disposed of concurrently.  
Land Area: 1733 m<sup>2</sup> approx.

Ground Floor: Main hall including a committee room, storage, changing rooms, toilets and shower facilities, and two squash courts.

First Floor: Comprises main clubrooms, including lounge, bar, kitchen and toilet facilities.

Zoning: Residential 2



**TENDERS CLOSE 1 MARCH 2019, 2.00pm**



**Peter Wilson**  
Mobile: (027) 476 5329

Internet ID: rws833

This information has been sourced from Vendor, Timaru District Council, RPNZ, Land Information NZ and we have not been able to verify accuracy of same. All intending purchasers are advised to conduct their own due diligence investigation. To the maximum extent permitted by law First National Reid & Wilson (Licensed Agent REAA 2008) do not accept any responsibility to any person for the accuracy of the information herein.

167-169 Stafford Street, Timaru  
Licensed under REAA 2008

**688 4084**

[www.reidwilson.co.nz](http://www.reidwilson.co.nz)

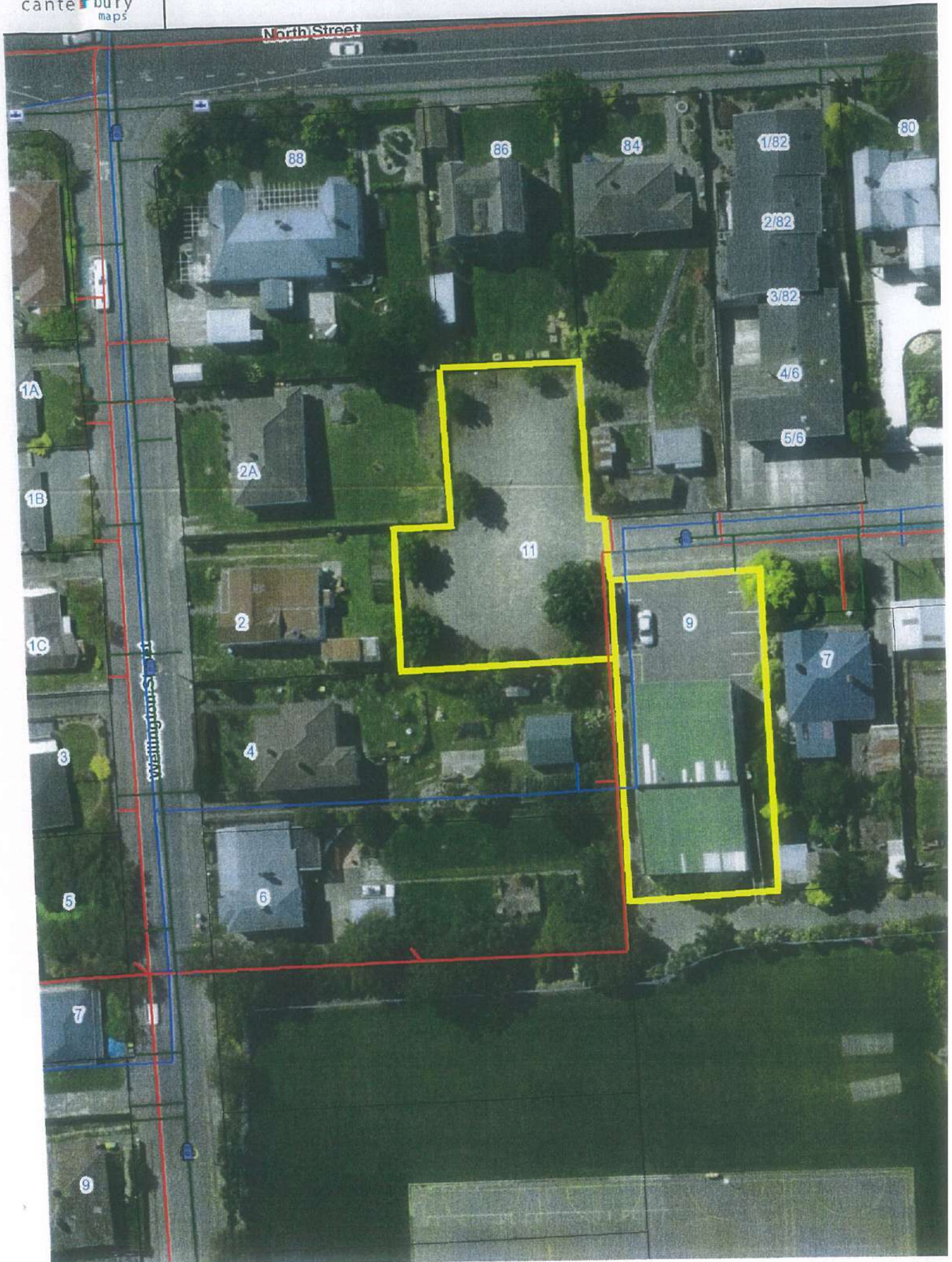
















**COMPUTER FREEHOLD REGISTER  
UNDER LAND TRANSFER ACT 1952**



*R. W. Muir*  
Registrar-General  
of Land

**Search Copy**

**Identifier** CB24F/360  
**Land Registration District** Canterbury  
**Date Issued** 15 March 1983

**Prior References**

CB11K/53 CB5A/1099

**Estate** Fee Simple  
**Area** 886 square metres more or less  
**Legal Description** Lot 2 Deposited Plan 45438

**Proprietors**

The Roman Catholic Bishop of the Diocese of Christchurch

**Interests**

589953 Transfer creating the following easement in gross

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Drain sewage	Lot 2 Deposited Plan 45438 - herein	Part herein	The Timaru City Council	

664238 Easement Certificate specifying the following easement

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain sewage	Lot 2 Deposited Plan 45438 - herein	Part herein	Lot 1 Deposited Plan 22415 - CT CB5A/1415	

425068.1 Easement Certificate specifying the following easements - 15.3.1983

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain sewage	Lot 2 Deposited Plan 45438 - herein	Part herein	Lot 1 Deposited Plan 45438 - CT CB24F/359	

The easement specified in Easement Certificate 425068.1 is subject to Section 309(1)(a) Local Government Act 1974

A288733.1 COVENANT UNDER SECTION 220 RESOURCE MANAGEMENT ACT 1991 (ALSO AFFECTS CT CB25K/780) - 25.3.1997 AT 9.11 AM



Q How can we help you today?

# Property Search

## 9 Napier Street, Timaru

### Property Details

Property ID	6185
Valuation Number	24991/079.00
Legal Description	LOT 2 DP 45438 PT RS 707
Area	0.1733

Valuation	Date	Capital Value	Land Value
Current Valuation	1 Sep 2017	550000	240000

### Rates

Values show the combined district and regional rates, which are now billed in four combined instalments.

Annual Rates:	\$3652.00	
Inst	Amount	Due
1	\$913.00	20 Sep 2018
2	\$913.00	20 Dec 2018
3	\$913.00	20 Mar 2019
4	\$913.00	20 Jun 2019

### Maps

Search for this property on our:

- Property map (<http://canterburymaps.govt.nz/WebApps/PropertyMap/?SEARCH=VAL|2499107900>)
- District plan map ([https://timaru.maps.arcgis.com/apps/webappviewer/index.html?id=b80937a18dff45f4a66fa225913aa763&find=9 Napier Street, Timaru](https://timaru.maps.arcgis.com/apps/webappviewer/index.html?id=b80937a18dff45f4a66fa225913aa763&find=9+Napier+Street,+Timaru))



REID & WILSON FIRST NATIONAL  
(P H Wilson)  
167-169 Stafford Street  
TIMARU



GA

1827

DATE 01 May 2019

LICENSED REAL ESTATE AGENT

RECEIVED FROM *Muhammed I. Khalid*

FOR CREDIT OF *The Roman Catholic Bishop of Christchurch*

BEING *Deposit on Property*  
*9-11 Napier Street*  
*Timaru*

\$ 42,500 : 00  
~~CASH/CHEQUE/AP~~

Official  
Receipt Form  
for  
Trust Money

REID & WILSON FIRST NATIONAL

PER *[Signature]*

Deposits on purchases are receipted subject to acceptance by vendor. Cheques are accepted subject to collection.