

# Commercial Purchase Bond Application Form

## Section 1A: Individual Applicant Details

**Notes for applicant(s) – please read:**

- This Application form is a legal document and a contract between New Zealand Home Bonds Ltd (“NZHB”) and the Applicant for a Commercial Bond.
- The Applicant applies for a Commercial Bond from NZHB in accordance with the conditions stated on this application and warrants the truth of the information supplied.
- At least one director of a Company Applicant and/or one trustee of a Trust Applicant must sign this Application in their personal capacity **thereby accepting personal liability**.
- You **MUST** give the information asked for in the fields marked \*.
- The purchaser must be an applicant.
- All registered owners on the certificate of title for the equity property(ies) must be applicants.
- **If you complete this section you must execute Section 11A**

**Applicant 1**

Title \_\_\_\_\_ Surname \* \_\_\_\_\_

Given Names \* \_\_\_\_\_

Date of Birth \* \_\_\_\_\_ Sex \* \_\_\_\_\_

Occupation \* \_\_\_\_\_

**Contact Details:**

Residential Address \* \_\_\_\_\_

\_\_\_\_\_

Postal Address \_\_\_\_\_  
(If different from above)

\_\_\_\_\_

Phone Number\* - at least one must be supplied

Home \* \_\_\_\_\_ Work \_\_\_\_\_

Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

**Applicant 2**

Title \_\_\_\_\_ Surname \* \_\_\_\_\_

Given Names \* \_\_\_\_\_

Date of Birth \* \_\_\_\_\_ Sex \* \_\_\_\_\_

Occupation \* \_\_\_\_\_

**Contact Details:**

Residential Address \* \_\_\_\_\_

\_\_\_\_\_

Postal Address \_\_\_\_\_  
(If different from above)

\_\_\_\_\_

Phone Number\* - at least one must be supplied

Home \* \_\_\_\_\_ Work \_\_\_\_\_

Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

If there are more than 2 Individual Applicants, complete and attach additional copies of this page and number as 1A, 1B etc

**Is equity property owned by Company or Trust?**

- YES** —→ go to Section: **1B for Company**  
**1C for Trust**
- NO** —→ go to Section **2A**



## Section 1B: Company Applicant Details

### Notes for applicant(s) – please read:

- At least one director must accept personal liability and sign this application as an Individual Applicant under Section 1A.
- You MUST give the information asked for in the fields marked \*. We will only accept your application when you have completed all the compulsory fields and provided all relevant support documents.
- **If you complete this section you must execute Section 11B**

<b>Company 1</b>	
Company Name * _____	Contact Number * _____
Director Name (1) * _____	Contact Fax _____
Director Name (2) * _____	Contact Mobile _____
Director Name (3) * _____	Email _____
Address of Registered Office * _____	
Mailing Address (If different from above) _____	

If more than 1 Company Applicant, complete and attach additional copies of this page and number as 2A, 2B etc

### Is equity property owned by Trust?

- YES** → go to **Section 1C**  
**NO** → go to **Section 2A**

## Section 1C : Trust Applicant Details

### Notes for applicant(s) – please read:

- At least one trustee must accept personal liability and sign this Application as an Individual Applicant under Section 1A.
- You MUST give the information asked for in the fields marked \*. We will only accept your application when you have completed all the compulsory fields and provided all relevant support documents.
- If there are more than three (3) trustees, set out the full names of the additional trustees below the box.
- Where a trustee is not an independent trustee, NZHB may seek to recover all moneys due to it under the terms of the Application from the trustee's personal assets as well as from the Trust assets. For the purposes of this clause, a trustee is an independent trustee unless they have signed as an Individual Applicant under Section 1A or unless they have any right to or interest in any of the assets of the Trust except in their capacity as trustee of the Trust.
- **If you complete this section you must execute Section 11C**
- **If more than 1 Trust Applicant, complete and attach additional copies of this page and number as 2A, 2B etc**

<b>Trust Applicant</b>	
Trust Name * _____	Contact Number * _____
Trustee Name (1) * _____	Contact Fax _____
Trustee Name (2) * _____	Contact Mobile _____
Trustee Name (3) * _____	Email _____
Mailing Address _____	
_____	



## Section 2A: Primary Equity Property

### Notes for Applicants – please read:

- All registered owners of the Primary Equity Property(ies) offered are required to complete Section 1A – 1C as applicants.
- You MUST give the information asked for in the fields marked \*.

Primary Equity Property

2a Property Address \* \_\_\_\_\_

2b Name(s) of Title Holder \* \_\_\_\_\_

2c Mortgages and/or other debts secured against this property

Name of Institution/Bank \*: \_\_\_\_\_

Amount still owing \*: \$ \_\_\_\_\_

Standalone Mortgage: Yes / No / Not sure

2d <b>A</b> Market Value of this Security Property	<b>A</b>	<input type="text" value="\$"/>
<b>B</b> Mortgages and/or all other amounts secured against this property	<b>B</b>	<input type="text" value="\$"/>
<b>C</b> Bond amount required from NZHB	<b>C</b>	<input type="text" value="\$"/>
<b>D</b> = Total of <b>B</b> & <b>C</b>	<b>D</b>	<input type="text" value="\$"/>
<b>E</b> = $D \div A$ = LVR Ratio ( <b>E</b> is the loan to value ratio which must not exceed 80%.)	<b>E</b>	<input type="text" value=""/> %
<b>F</b> = $A - B$ = Security Property Equity, <b>F</b> must not, without NZHB's consent, be less than 3 times the required Bond Amount	<b>F</b>	<input type="text" value="\$"/>

Other Liquid Investments (Cash/Shares/Investments) when 3 x Equity in property is not available: (Please attach details and evidence) \_\_\_\_\_

\_\_\_\_\_

**Note: We will accept cash on deposit at 100% of face value, but other investments are subject to further review and the value will be discounted**

2e Has a registered valuation been obtained? Y / N  
If "Yes" please complete below. If "No", skip to question 2E.

Registered Valuer's Name : \_\_\_\_\_

Registered Valuer's Firm: \_\_\_\_\_

Valuation amount: \_\_\_\_\_

Date of valuation: \_\_\_\_\_

2f Government valuation: \$ \_\_\_\_\_

Date of GV: \_\_\_\_\_

If more space is required for property and mortgage related information (for example when there is more than one Security Property) please attached and initial a schedule of the same with this application.

### Do you have only 1 equity property with the above lender?

- YES** → go to Section 3
- NO** → go to Section 2B

**All Applicants to Initial**



## Section 2B : Other Property(ies) secured with the same lender

### Notes for Applicants – please read:

- Please provide details of all the properties you own if the properties have a mortgage against them with the same lending institution which has a security registered against the Primary Equity Property.
- You MUST give the information asked for in the fields marked \*.

**Other Property 1**

2a Property Address \* \_\_\_\_\_

2b Name(s) of Title Holder \_\_\_\_\_

2c Mortgages and/or other debts secured against this property  
Name of Institution/Bank \*: \_\_\_\_\_  
Amount still owing \*: \$ \_\_\_\_\_

2d Has a registered valuation been obtained? Y / N  
If "Yes" please complete below. If "No", skip to question 2E.  
Registered Valuer's Name : \_\_\_\_\_  
Registered Valuer's Firm: \_\_\_\_\_  
Valuation amount: \_\_\_\_\_  
Date of valuation: \_\_\_\_\_

2e Government valuation: \$ \_\_\_\_\_  
Date of GV: \_\_\_\_\_

**Other Property 2**

2a Property Address \* \_\_\_\_\_

2b Name(s) of Title Holder \_\_\_\_\_

2c Mortgages and/or other debts secured against this property  
Name of Institution/Bank \*: \_\_\_\_\_  
Amount still owing \*: \$ \_\_\_\_\_

2d Has a registered valuation been obtained? Y / N  
If "Yes" please complete below. If "No", skip to question 2E.  
Registered Valuer's Name : \_\_\_\_\_  
Registered Valuer's Firm: \_\_\_\_\_  
Valuation amount: \_\_\_\_\_  
Date of valuation: \_\_\_\_\_

2e Government valuation: \$ \_\_\_\_\_  
Date of GV: \_\_\_\_\_

If more than 2 Other Properties, complete and attach additional copies of this page and number as 4A, 4B etc

## Section 3: Equity Assessment

**What is your net equity? (net equity = value of security property(ies) less debt registered against them)**

**NET EQUITY: \$** \_\_\_\_\_

**To qualify for this bond, net equity must be at least 3 times the value of the Commercial Bond.**

See page 3 for other equity information

### Actions for Applicant(s):

Please supply the following documents in support of this application:

- A copy of the Summary of Accounts page which is less than 45 days old and show lenders name, borrowers name and balances/loan limits.
- A copy of a rate's notice, a QV or a registered valuation (whichever is the greater)
- Sale and Purchase Agreement with Solicitor Details

**All Applicants to Initial**



## Section 4: Applicant Solicitor Details

Please name the solicitor/s who will be dealing with any one or more of the equity property(ies) in any one or more of the following ways:

- Any agreement to sell or any other change of ownership of any one or more of the equity property(ies)
- Any further borrowing and/or the registration of any release or change of existing security or registration of any new securities against any one or more of the equity property(ies)

For more information please refer to page 8 clause 9

Solicitor Name *	_____	Contact Fax:	_____
Solicitor Firm *	_____		
Mailing Address *	_____	Email:	_____
Contact Number *	_____		

If more than 1 solicitor, please complete and attach additional copies of this page and number as 5A, 5B etc.

## Section 5: Property(ies) to be Purchased

### Notes:

- The Commercial Bond amount must not exceed the deposit required for the Sale & Purchase agreement.
- Legal costs, if any, i.e caveat registration of \$63.00 per title plus \$100 administration fee, are payable by the Applicant upon settlement at the latest. (Please refer to page 8 Clause 8 for further details)

If you are purchasing more than 2 properties, please complete and attach additional copies of this page and number as 5A, 5B etc (following the next sequential number after any additional pages contained in Section 4)

<p><b>Property 1</b></p> <p>Property Address * _____ As per Sale &amp; Purchase Agreement</p> <p>Purchase Price * _____ As per Sale &amp; Purchase Agreement</p> <p>Vendors Name _____</p> <p>Vendors Contact Details _____</p> <p>Agent's Name/Firm _____</p> <p>Agent's Phone _____</p> <p><b>Deposit Required by way of Commercial Bond</b></p> <p>* _____ % \$ _____ *</p>
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<p><b>Property 2</b></p> <p>Property Address * _____ As per Sale &amp; Purchase Agreement</p> <p>Purchase Price * _____ As per Sale &amp; Purchase Agreement</p> <p>Vendors Name _____</p> <p>Vendors Contact Details _____</p> <p>Agent's Name/Firm _____</p> <p>Agent's Phone _____</p> <p><b>Deposit Required by way of Commercial Bond</b></p> <p>* _____ % \$ _____ *</p>
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If the total exposure to NZHB exceeds the total value of \$100,000 including the above deposit(s) then we require a Statement of Position and we will in every instance register a caveat over the security titles.

**\*\*Please note NZHB may require a caveat to be registered as a condition of approval for any application at its discretion.**

**YES** → go to Section 6

**NO** → go to Section 7

## Section 6: Statement of Position

Name  
Employer  
Time with Employer  
Income

Name  
Employer  
Time with Employer  
Income

### ASSETS (what you own)

Bank Accounts	Name of Institution	Amount \$
Cheque Account		
Savings Account		
Other Accounts (please specify)		
1		
2		
3		

### LIABILITIES (what you owe)

Credit Cards, Store Cards, Unsecured Overdraft, etc.	Name of Bank/Lending Institution	Limit	Outstanding Amount \$
Overdraft			
Credit Card			
1			
2			
3			
Other			

Real Estate	Current Value
Full Address	\$
1	
2	
3	
4	
5	

Mortgages on Real Estate	Limit \$	Outstanding Amount \$
Name of Lender/Institution		
1		
2		
3		
4		
5		

Motor Vehicles	Year
Make, Model	
1	
2	
3	

Personal Loans, Hire Purchase, Leases, etc.	Outstanding Amount \$
Name of Institution	
1	
2	
3	

Investments	Name of Institution	Value \$
Life Insurance		
Superannuation		
Shares		
Other Investments (please specify)		

Other Liabilities (please list individually)	Value \$

Other Assets (please list individually)	Value \$
Household & Personal Effects	
Other Assets over \$1,000	

Other Investments over \$1,000

**TOTAL ASSETS**

**TOTAL LIABILITIES**

## Section 7: Purchasers' Solicitor Details

**Details of Solicitor acting for Purchaser(s) with respect to the Sale and Purchase Agreement**

**Is this the same solicitor as declared in section 4?**

**YES** → go to Section 8

**NO** → please complete details below

Solicitor Name *	_____	Contact Fax:	_____
Solicitor Firm *	_____	Email:	_____
Mailing Address *	_____		
Contact Number *	_____		

**NZHB will provide you with marketing and promotional material and contact you at least three months prior to settlement to offer assistance in arranging settlement finance. If you do not require this please tick the box**

## Section 8: Fees

Anticipated Bond Period being the number of months (or part thereof) to Settlement date \_\_\_\_\_

Total Commercial Bond Fee = \$500 plus (Bond amount × Anticipated Bond Period × 0.5%)

**All fees and charges, including a \$500 non-refundable application fee, and all extension fees, are to be paid immediately by the Applicant unless otherwise agreed between NZHB and the Vendor.**

**NZHB charges the LINZ registration fees plus a \$100.00 administration fee per registration for the placement and removal of securities. When NZHB uses a solicitor in connection with this application the solicitor's costs shall be charged to the Applicant.** (Please refer to Clause 8 for further details)

**All Applicants to sign here to acknowledge their fee and cost obligation to NZHB**

### Fee apportionment

Fee to be paid by Applicant \_\_\_\_\_

Fee to be paid by Vendor \_\_\_\_\_

Other fee conditions if any \_\_\_\_\_

## Section 9: Payment Details

Commercial Bond fee payment by  cheque  credit card

- Please make all cheques payable to **New Zealand Home Bonds Limited**
- If paying by direct credit, please quote your full name as the reference. Payments can be made into our account:  
**Westpac Bank NZ Ltd, Canterbury Centre Branch Christchurch, 03 1592 0352679 00**

<i>Credit Card Details</i>			
Card Holder Name _____	Exp Date _____/_____/_____	Security Code _____	
VISA/MCD/AMEX/OTHER	Card Number:	<input type="text"/>	<input type="text"/>

NZHB reserves the right to debit against the above credit card the following:

- \$500 non-refundable application fee, unless full payment of fees has been received
- any legal fees (e.g. caveat fees, etc) plus administration fee of \$100 per transaction (e.g. caveat fees \$63 + administration fee \$100 = total \$163)

## Section: 10

### Development Homebond Application Conditions

NZHB will issue a Commercial Bond (Bond) to the Vendor, or to the nominee of the Vendor, specified in the Agreement upon the following terms and conditions:

#### Approval:

1. NZHB shall, without commitment, give an indication to the Applicant of their approval of this application upon its receipt by NZHB.
2. The Applicant shall, prior to NZHB processing this application, deliver to NZHB (a) A properly executed original of this application form; and (b) A copy of the agreement for sale and purchase of real estate to which this application relates (the Agreement); and (c) pay the NZHB non refundable application fee of \$500 (unless provided otherwise in this application).
3. The Agreement must provide that the purchaser's deposit obligations, as defined in the Agreement, can be satisfied by the issue of a Bond by NZHB.
4. Where the Vendor has agreed with NZHB to pay part or all of the Bond Fee to NZHB, NZHB shall not withhold unconditional approval of this application pending receipt by NZHB of that amount of the Bond Fee..

#### Fee Structure:

5. The Vendor shall, subject to the consent of NZHB, nominate and specify in this application both the amount of the Bond and the Anticipated Bond Period, being a period in full calendar months from the date the Bond is to be issued to the date anticipated for settlement of the Agreement.
6. The Bond Fee shall be \$500 plus 0.5% of the Bond for every calendar month, or part calendar month, of the Anticipated Bond Period but the minimum Bond Fee shall be \$1000.
7. NZHB shall refund fees on the following basis.
  - (a) When the application is cancelled prior to the issue of the Bond, NZHB shall refund the fee in full less \$500.
  - (b) When the Bond is issued and subsequently cancelled, fees shall be refunded, less \$500, on a pro rata basis for the number of remaining full months of the Anticipated Bond Period but NZHB shall retain a total fee of not less than \$1000.

#### Security:

8. The Applicant agrees that to better secure amounts due to NZHB the Applicant shall, when NZHB elects, execute in favour of NZHB a mortgage over the property(ies) in which the Applicant has, in this application, declared equity and over any other property(ies) which they, jointly or severally, now or in the future, own in New Zealand or elsewhere and /or a charge over any other property of what so ever kind or nature (together the "Security Property"). Such mortgage(s) over land to be in the standard Auckland District Law Society all obligations form, or in such other standard form as is currently in use and any other charges over other property to be in such form as is commonly used at the time of execution of the mortgage(s) or charge(s). The Applicant further irrevocably appoints NZHB to be their attorney for the purposes of executing, registering and enforcing such mortgage(s) or charges(s) which includes the exercise of the power of sale under the mortgage or charge, to allow NZHB to recover amounts due to it. (*The rights related to mortgages and charges are limited to the Applicant's deposit obligations to NZHB. It does not give the vendor any rights to charge the Applicant's property.*) NZHB agrees not to exercise the power of attorney to register and enforce a mortgage unless the purchaser has defaulted on settlement of the Agreement, or under this application, or when NZHB has notified the Applicant that it will register a mortgage as an approval condition, or when in NZHB's opinion, at its absolute discretion, this is required to protect the amount due or potentially due to NZHB.
9. The applicant agrees to pay the NZHB and solicitor costs, on a full indemnity basis, associated with providing the Bond and arranging securities including the costs of registration and removal of caveats and mortgages.
10. The Applicant irrevocably agrees with NZHB that all matters in connection with the Agreement or with a change of ownership or borrowing against the security of the Security Property shall be handled through their solicitor specified in this application (" the Applicant's Solicitor"). The Applicant shall notify the Applicant's Solicitor and NZHB 10 working days in advance of
  - (a) Entering into any sale or agreement to sell the Security Property; or
  - (b) Increasing any amount borrowed or undertaking any new borrowings to be secured against the Security Property; or
  - (c) Granting any interest or encumbrance over the Security Property; or
  - (d) a change of solicitor.
11. Should an Applicant wish to sell the Security Property prior to

- Settlement of the Agreement, NZHB will, if notified in writing, consent to that sale if (a) An amount equal to the Bond is retained in a Solicitors Trust Account nominated by NZHB for the sole benefit of NZHB; or (b) Another property is acquired by the Applicant and that property, in NZHB's sole discretion, provides sufficient equity to secure the Applicant's obligations to NZHB.
12. The Applicant acknowledges that NZHB may extend any Anticipated Bond Period, compromise or alter any security arrangements or terms of repayment with any Purchaser or Applicant (including substituting or releasing any security) without notice to the Applicant or any other Applicant and without any reduction of the Applicant's or any other Applicant's obligations to NZHB.
  13. NZHB shall not unreasonably withhold approval of a written application to NZHB, by an Applicant, requesting that another solicitor become the Applicant's Solicitor.
  14. Any security arrangements granted by the Applicant in favor of NZHB, including caveats and the powers of attorney to mortgage, whether past, present or future and including security arrangements granted pursuant to this application, shall remain in full force and effect to secure all the obligations, whether past, present or future, of the Applicant to NZHB

#### Default Under This Application

15. The Applicant acknowledges that failure to pay when due any amounts owed to any party in respect to or secured by the Security Property, or any increase in any amount secured against the Security Property, without NZHB's written consent, shall be a default under this application.
16. The Applicant acknowledges that failure to adhere to the irrevocable undertaking to notify the Applicant's solicitor and NZHB in terms of the requirements of paragraph 10 shall be a default under this application.
17. In the event of a default under this application the Applicant shall immediately pay to NZHB (without the need for notice or demand) the amount of the Bond and any other amounts owed by the Applicant to NZHB
18. In the event of late payment of any amounts by the Applicant to NZHB, the Applicant will pay to NZHB interest at 18% per annum (calculated on a daily basis) on those amounts and will pay any NZHB costs and solicitor costs on a full indemnity basis incurred by NZHB in collecting those amounts.

#### Instructions to Applicant's solicitor:

19. The Applicant instructs the Applicant's Solicitor that they are their solicitor in all matters specified in paragraph 10 and that they are to notify NZHB immediately they are aware of any of the events specified in paragraph 10 (a) to (d) above. The Applicant authorises NZHB to advise the Applicant 's Solicitor, on behalf of the Applicant, of these directions, that these directions are binding on the Applicant's Solicitor and irrevocable without the prior written consent of NZHB and requests that the Applicant's Solicitor acknowledge to NZHB acceptance of these binding irrevocable instructions immediately following advice of the same by NZHB.
20. Failure by the Applicant's solicitor to provided an unqualified acknowledgment to NZHB within 5 working days of being requested to do so by NZHB that the Applicant's instructions are binding and irrevocable to NZHB is, at the option of NZHB, an event of default under this application.

#### Bond Issue and Cancellation:

21. When the application for the Bond has been unconditionally approved by NZHB and NZHB has received the Bond Fee, NZHB will issue the Bond to the Vendor or the Vendor's nominee on the earlier of any of the following occasions; (a) Without reference to the Vendor when requested by the Applicant or Purchaser;
  - (b) Without reference to the Applicant or Purchaser when notified by the Vendor or Purchaser that the Agreement is Unconditional; (c) When the Purchaser and Vendor agree.
22. Unless NZHB agrees otherwise, it will issue the Bond immediately once the Agreement has become Unconditional and NZHB has given its unconditional approval of the application and has received the Bond Fee.
23. Unconditional approval of this application shall lapse if the Bond is not issued within 60 days of the date that unconditional approval of this

- application is given by NZHB.
24. For the purposes of this application the Agreement shall be Unconditional when all terms and conditions of the Agreement (other than those inserted for the sole benefit of the Vendor or those relating to compliance with a Resource or Building Consent or the issue of title) have been satisfied.
  25. Once the Bond has been issued, the Bond will not be cancelled unless NZHB receives written notice of cancellation from the party to whom the Bond has been nominated or assigned or, if the Bond has not been issued, nominated or assigned, from the Vendor. See clause 7 for fee refund details.
  26. The Bond will not be cancelled as a result of the cancellation of the Agreement by the Purchaser or Applicant unless NZHB receives, from the party to whom the Vendor's benefits of the Agreement are assigned or, if not assigned, from the Vendor, written notice that the Agreement is cancelled. See clause 7 for fee refund details.
  27. The Bond will continue in force until expiry of the Anticipated Bond Period (including any extension thereof)
  28. When requested by the Vendor NZHB will authorise and acknowledge assignment of the Bond to the Vendor's bank and NZHB will obtain from its Underwriters a similar acknowledgment in their standard form.

**Extension of the Bond:**

29. NZHB shall give the Vendor and any bank nominated by the Vendor ("the Vendor's Bank") not less than 14 days notice of the expiry of the Anticipated Bond Period. NZHB shall extend the Anticipated Bond Period of the Bond when so requested by the Vendor or by the Vendor's Bank. The issue of the Bond shall not constitute such notice.
30. On any occasion when NZHB is requested to extend the Anticipated Bond Period the Applicant shall immediately pay to NZHB an extension fee calculated at 0.5% per month, or part thereof, of the Bond. In the event of late payment of any amounts by the Applicant to NZHB, the Applicant will pay to NZHB interest at 18% per annum (calculated on a daily basis) on those amounts and will pay any solicitor costs on a full indemnity basis incurred by NZHB in collecting those amounts.

**Purchaser Default under Agreement:**

31. The Purchaser acknowledges that if settlement of the Agreement is not completed on the due date by the Purchaser for any reason whatsoever where the Vendor is ready, willing and able to settle on that date, the Vendor may, by the last day of the Anticipated Bond Period (as extended), deliver to NZHB a written demand which (a) confirms the Purchaser has not settled the Agreement and (b) attaches a certified copy of an expired settlement notice and proof of valid service on the Purchaser. The Purchaser further acknowledges that NZHB will within 14 days of receipt of a claim pay the amount of the Bond ("the Bond Amount") to the Vendor. NZHB may, if requested by the Vendor, delay payment of the Bond Amount without prejudicing NZHB's obligation to make that payment.
32. Where settlement of the Agreement has not been completed by the Purchaser on the due date for any reason whatsoever where the Vendor was ready, willing and able to do so on that date, or where the Purchaser or any Applicant defaults under the terms of this application (and notwithstanding that at that time clause 31 may not have been complied with), the Applicant shall pay to NZHB (without the need for notice or demand) the Bond Amount paid or to be paid (as determined by NZHB) by NZHB under the Bond including the Bond Amount held or subject to a Court order or injunction.

33. In the event of late payment of any amounts by the Applicant to NZHB, the Applicant will pay to NZHB interest at 18% per annum (calculated on a daily basis) on those amounts and will pay any NZHB costs and solicitor costs on a full indemnity basis incurred by NZHB in collecting those amounts.

**Applicant's Acknowledgments:**

34. The Applicant acknowledges that in respect to the Agreement they are not relying upon any warranty, term, representation or inducement from NZHB, the Vendor, from any real estate agent or from any representative of the Vendor other than are contained in the Agreement. Further the Applicant agrees that they have no right of set off against NZHB by virtue of any claims against the Vendor or against any real estate agent.
35. The Applicant warrants the truth of the information supplied in the application.
36. The Applicant acknowledges that
  - (a) in connection with this application, a real estate agent is not an agent of NZHB; and (b) the Applicant has entered into this contract in reliance on the Applicant's own skill and judgment and not upon any warranty, term, representation or inducement from NZHB other than as may be contained in this application; and (c) in assessing this application, NZHB may obtain from a credit agency, a credit report containing personal credit information and may obtain information from any other person and may pass to the Underwriter, the Applicant's solicitor, the Vendor's bank and/or financier, and to potential providers of Purchaser finance, information related to the Applicant.

**General:**

37. NZHB certifies that the performance of its obligations under these conditions is underwritten by Lumley General Insurance (N.Z.) Limited ("the Underwriter") - Standard & Poor's credit rating A-. NZHB will, when required by the Vendor, obtain the Underwriter's acknowledgment of its obligations.
38. The Applicant(s), if an individual, is entitled, under the provisions of the Privacy Act 1993, to have access to information held by NZHB about that person, and request the correction of any information held by NZHB about that person, in either case in accordance with the provisions of that Act.
39. NZHB may assign its rights and/or obligations contained in this application to the Underwriter or any subsidiary of NZHB.
40. Notices may be served by fax, email or by ordinary post. Any notices served by NZHB on the Applicant may be served on that party or on the Applicant's solicitor whose name appears on page 2 of the application or on any other solicitor notified to NZHB by the Applicant as acting for them
41. The Applicant acknowledges that if an application in or substantially in the same form as this application relates to the same Agreement, it will form part of this application.
42. The persons who sign this application form in their personal capacity shall at all times remain personally liable for all of the Applicant's obligations and where two or more Applicants have signed their liability shall be joint and several. Where a professional trustee signs as the trustee of a trust their liability shall be limited to the assets of that trust except where they enter into this application in breach of the trust . Any Applicant who signs this shall be bound whether or not any other Applicant signs.
43. This may be executed in any number of counterpart copies that may be a facsimile, photocopy or email copy of this .

**The date of this document is deemed to be        /        /        irrespective of the date on which the last person signs and in the absence of any date may be dated by NZHB when received by NZHB.**

**Please mail the original of this to;**

**New Zealand Home Bonds  
PO Box 13020  
Christchurch**

**Phone 0800 266 369  
Fax 03 374 6034  
Email admin@nzhb.co.nz**

Applicant approval will be conditionally given with a faxed application but properly executed and witnessed original must be delivered to NZHB before the Bond certificate can be issued.

**CHECKLIST**

- |  |                          |  |                          |
|--|--------------------------|--|--------------------------|
| <b>All pages initialed by all applicants Inclusive of Trustees &amp; Directors</b> | <input type="checkbox"/> | <b>Mortgage Account Summaries</b>                          | <input type="checkbox"/> |
| <b>All applicants have signed form Inclusive of Trustees &amp; Directors</b>       | <input type="checkbox"/> | <b>Rates, QV, Registered Valuations (where applicable)</b> | <input type="checkbox"/> |
| <b>Application form completed in full</b>  | <input type="checkbox"/> | <b>Sale &amp; Purchase Agreement</b>                       | <input type="checkbox"/> |

**Section 11A**

**Applicant 1: The Primary Applicant**

**Applicant 2**

*I/we have read and understood the conditions stated in this document and agreed to them.  
I/We record that NZHB recommends that I/we take independent legal advice before signing this document.  
These signatures are legal and binding.*

Applicant's Name

Applicant's Signature

Witness Name

Witness Address

Witness Occupation

Witness Signature

Applicant's Name

Applicant's Signature

Witness Name

Witness Address

Witness Occupation

Witness Signature

**IMPORTANT :** Witnesses must be unrelated to Applicants, Directors and Trustees

If there are more than two Individual Applicants, complete and attach additional copies of this page and number as 10A, 10B etc

**Section 11B**

**Company Applicant Execution.** I/we the director/s who have signed on behalf of the Applicant Company specified in Section 1(B) (the Company) agree to the above and also certify that;

- 1/ The necessary resolution(s) have been passed by the board of directors of the Company to enter into the obligations set out herein and I/we have the authority to bind the company to these obligations.
- 2/ Where the obligations set out herein are Major Transactions (as defined in section 129 Companies Act 1993) the appropriate special resolution(s) have been passed by the shareholders of the Company.
- 3/ The board of directors of the Company are of the view that the undertakings set out herein provide a net benefit to and are in the best interests of the Company, the Company is solvent and that it will, when required to do so, be able to perform the undertakings set out herein.
- 4/ The Company will receive fair value in respect of the transaction.
- 5/ Any interest of directors (section 126 and 139 Companies Act 1993) in the obligations set out herein have been properly disclosed to the board of directors of the Company and entered in the interest register.

**Company Name:**

Director's Name

Director's Signature

Witness Name

Witness Address

Witness Occupation

Witness Signature

Director's Name

Director's Signature

Witness Name

Witness Address

Witness Occupation

Witness Signature

### Section 11C

**Trustee Applicant Execution** I/We the trustee/s of the Applicant Trust specified in Section 1C (the Trust) agree to the above and also certify that I/we;

- 1/ Have power under the documents creating the Trust to borrow money and give guarantees and indemnities for the benefit of the Trust or any beneficiaries under the Trust and to give mortgages over the Trust property to secure all moneys borrowed and guarantees or indemnities given.
- 2/ Are not prohibited by the documents creating the Trust from appointing an attorney for the purposes contemplated herein.
- 3/ Am/are able to irrevocably bind the Trust to the undertakings contained in this document.

**Trust Name:** \_\_\_\_\_

<p>Trustee's Name <input style="width: 90%;" type="text"/></p> <p>Trustee's Signature <input style="width: 90%;" type="text"/></p> <p>Witness Name <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NON FAMILY MEMBER ONLY"/></p> <p>Witness Address <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NO PO BOX ADDRESSES"/></p> <p>Witness Occupation <input style="width: 90%;" type="text"/></p> <p>Witness Signature <input style="width: 90%;" type="text"/></p>	<p>Trustee's Name <input style="width: 90%;" type="text"/></p> <p>Trustee's Signature <input style="width: 90%;" type="text"/></p> <p>Witness Name <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NON FAMILY MEMBER ONLY"/></p> <p>Witness Address <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NO PO BOX ADDRESSES"/></p> <p>Witness Occupation <input style="width: 90%;" type="text"/></p> <p>Witness Signature <input style="width: 90%;" type="text"/></p>
<p>Trustee's Name <input style="width: 90%;" type="text"/></p> <p>Trustee's Signature <input style="width: 90%;" type="text"/></p> <p>Witness Name <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NON FAMILY MEMBER ONLY"/></p> <p>Witness Address <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NO PO BOX ADDRESSES"/></p> <p>Witness Occupation <input style="width: 90%;" type="text"/></p> <p>Witness Signature <input style="width: 90%;" type="text"/></p>	<p>Trustee's Name <input style="width: 90%;" type="text"/></p> <p>Trustee's Signature <input style="width: 90%;" type="text"/></p> <p>Witness Name <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NON FAMILY MEMBER ONLY"/></p> <p>Witness Address <input style="width: 90%; background-color: #f0f0f0;" type="text" value="NO PO BOX ADDRESSES"/></p> <p>Witness Occupation <input style="width: 90%;" type="text"/></p> <p>Witness Signature <input style="width: 90%;" type="text"/></p>

If more than one Company or Trust Applicant, complete and attach additional copies of this page and number as 11A, 11B etc.

