

Development Homebond™ 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 Development Homebond™.
- The Applicant applies for a Development Homebond™ 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**

Company 1	
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**

Trust Applicant	
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	Has a registered valuation been obtained? <u>Y</u> / 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: _____

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

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



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 Development Homebond™.

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



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 *	_____	Email:	_____
Mailing Address *	_____		
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 Development Homebond 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)

Property 1	Property 2
Property Address * _____ As per Sale & Purchase Agreement	Property Address * _____ As per Sale & Purchase Agreement
Purchase Price * _____ As per Sale & Purchase Agreement	Purchase Price * _____ As per Sale & Purchase Agreement
Vendors Name _____	Vendors Name _____
Vendors Contact Details _____	Vendors Contact Details _____
Agent's Name/Firm _____	Agent's Name/Firm _____
Agent's Phone _____	Agent's Phone _____
Deposit Required by way of Development Homebond™	Deposit Required by way of Development Homebond™
* _____ % \$ _____ *	* _____ % \$ _____ *

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)

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

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.

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

Real Estate

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

Mortgages on Real Estate

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

Motor Vehicles

Motor Vehicles	Year
Make, Model	
1	
2	
3	

Personal Loans, Hire Purchase, Leases, etc.

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

Investments

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

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 _____

Fee calculations

Total Development Homebond™ Fee = (Bond Amount x Months x 0.46%) plus \$200 non-refundable application fee
For assistance in calculating this fee, please visit www.nzhb.co.nz/calculators or call 0800 266 369
Please note that regardless of the term applied for a minimum fee of \$700 will apply in all instances

Fee apportionment

Fee to be paid by Applicant _____
Fee to be paid by Vendor _____
Other fee conditions if any _____

Section 9: Payment Details

Homebond fee payment by cheque credit card direct credit

- 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

Credit Card Details

Card Holder Name _____ Exp Date ____/____/____ Security Code _____

VISA/MCD/AMEX/OTHER Card Number:

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

- \$200 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 \$50 = total \$163)

Section: 10

Development Homebond Application Conditions

NZHB will issue a Development Homebond to the Vendor or their nominee specified in the Agreement on the Bond Risk Date (as defined in clause 18) upon the following terms and conditions:

Approval:

1. The Applicant shall deliver to NZHB a properly executed original of this document and a copy of the agreement for sale and purchase of real estate to which this application relates (the Agreement).
2. The Applicant shall, unless provided otherwise in this document, pay the Development Homebond™ Fee to NZHB at the time of application.
3. Unconditional approval of this application shall not be withheld by NZHB pending receipt by NZHB of any amount of the Development Homebond Fee which, by agreement between NZHB and the Vendor, is to be paid by the Vendor.

Fee Structure:

4. The Vendor shall, subject to the consent of NZHB, nominate and specify in this document both the amount of the Development Homebond and the Anticipated Bond Period, being a period in full calendar months from the Bond Risk Date to a date encompassing the anticipated settlement of the Agreement. With NZHB's consent the Vendor may, provided that the Applicant is not obliged to pay any increase in the Development Homebond Fee, alter the Anticipated Bond Period without reference to the Applicant.
5. The Development Homebond Fee shall be \$200 plus 0.46% of the Development Homebond for every calendar month, or part calendar month, of the Anticipated Bond Period.
6. NZHB shall refund fees on the following basis.
 - (a) When the Applicant cancels the application prior to its unconditional approval by NZHB, NZHB shall refund the fee on the basis provided in clause 16. (b) When the Vendor cancels or agrees to cancellation of the application after its unconditional approval by NZHB, NZHB shall refund the fee in full less \$500.00. (c) Once the Development Homebond is issued to the Vendor there shall be no refund of the fee or any extension fee.

Security:

7. 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 equity property(ies) specified in Sections 2A & 2B ("Equity Property(ies)") 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. 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 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.
8. The applicant agrees to pay the NZHB and solicitor costs, on a full indemnity basis, associated with providing the Development Homebond and arranging securities including the costs of registration and removal of caveats and mortgages.
9. The Applicant irrevocably undertakes to NZHB that all matters in connection with the Agreement shall be handled through their solicitor specified in Section 7 ("the Purchaser's Solicitor") or with a change of ownership or borrowing against the security of the Equity Property(ies) shall be handled through their solicitor/s specified in Section 4 (" the Applicant's Solicitor/s"). The Applicant shall notify the Purchaser's Solicitor and NZHB 10 working days in advance of any change of solicitor in connection with the Agreement. The Applicant shall notify the Applicant's Solicitor/s and NZHB 10 working days in advance of (a) Entering into any sale or agreement to sell any of the Equity Property(ies); or (b) Increasing any amount borrowed or undertaking any new borrowings to be secured against any of the Equity Property(ies); or (c) Granting any interest or encumbrance over any of the Equity Property(ies); or (d) a change of solicitor. Failure to adhere to the irrevocable undertakings to notify either the Purchaser's Solicitor/s

or the Applicant's Solicitor/s and NZHB shall be a default under this application.

10. Should an Applicant wish to sell the Equity Property(ies) prior to Settlement of the Agreement, NZHB may, if notified in writing, consent to that sale if (a) an amount equal to the Development Homebond is deposited for the sole benefit of NZHB in a solicitor's trust account nominated by 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.
11. 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.
12. NZHB shall not unreasonably withhold approval of a written application to NZHB, by an Applicant or a Purchaser, requesting that another solicitor become the Applicant's Solicitor or the Purchaser's Solicitor (as the case may be).
13. Any security arrangements granted by the Applicant in favour 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

Instructions to Applicant's and Purchaser's solicitor:

14. The Applicant instructs the Purchaser's Solicitor that they are their solicitor in all matters concerning the Agreement and they are to notify NZHB immediately they are aware of any proposed change of Solicitor for the Agreement by the Purchaser. The Applicant instructs the Applicant's Solicitor that they are their solicitor in all matters concerning the Equity Property(ies) and that they are to notify NZHB immediately they are aware of any of the events specified in paragraph 9(a) to 9(d). The Applicant authorises NZHB to advise the Applicant's Solicitor or the Purchaser's Solicitor (as the case may be), on behalf of the Applicant or Purchaser, of these directions, that these directions are binding on the Applicant's or Purchaser's Solicitor and irrevocable without the prior written consent of NZHB and requests that the Applicant's or Purchaser's Solicitor acknowledge to NZHB acceptance of these binding irrevocable instructions immediately following advice of the same by NZHB.
15. Should the Applicant's or Purchaser's Solicitor (as the case may be) fail to provide an unqualified acknowledgment to NZHB within 5 working days of being requested to do so by NZHB that the Applicant's or Purchaser's instructions are binding and irrevocable, NZHB may, in its absolute discretion, treat that failure as an event of default under this Application.

Homebond™ Delivery:

16. Provided that the Unconditional Date has not occurred and provided further that the consent of the Vendor is obtained, the Applicant may request NZHB to cancel the Development Homebond in which case NZHB will, from the date that NZHB receives the Applicant's request and the consent of the Vendor, refund the Development Homebond Fee, less \$200 non-refundable application fee. The Vendor's solicitor shall forward notice confirming the Unconditional Date to NZHB. NZHB may accept other evidence of confirmation satisfactory to it.
17. The "Unconditional Date" means the date of satisfaction of all conditions precedent or subsequent in an Agreement for the benefit of either party, excluding any conditions there for the sole benefit of the Vendor or any conditions relating to completion of a project or the issue of title. The "Bond Risk Date" shall be the date on which the Vendor or Vendor's nominee calls for the Bond to be issued, but in any event not to be later than the date of commencement of construction of the development of the property(ies) specified in Section 5 of the Application provided the Unconditional Date has been notified by the Vendor's Solicitor pursuant to clause 17 and this Application has not been cancelled under either clauses 16 or 21 or if construction has started it shall be the date on which NZHB unconditionally approves this application.
18. On request of the Vendor and without reference to the Applicant or the Purchaser, NZHB will deliver the Development Homebond to the Vendor or the Vendor's nominee provided that (a) the Unconditional Date has occurred, (b) this Application has been unconditionally approved by NZHB and (c) all Fees have been received by NZHB.
19. The Development Homebond will continue in force until expiry of the Anticipated



Bond Period (including any extension thereof)

20. If within 4 months of unconditional approval of this application the Vendor has not requested delivery of the Development Homebond then, and not withstanding that the Unconditional Date has not occurred, NZHB may demand payment from the Vendor of the balance of Development Homebond Fees and, upon receipt of those fees, will deliver the Development Homebond to the Vendor or the Vendor's nominee. Failing receipt of these fees by NZHB within 7 days of demand, this application may, in NZHB's sole discretion, be cancelled and if so cancelled NZHB shall refund the Applicant. The refund shall be calculated in accordance with clause 16.
21. If, prior to delivery of the Development Homebond to the Vendor, there is a dispute between the Vendor and the Purchaser as to whether the Unconditional Date has arisen, the Development Homebond will not be delivered to the Vendor until the dispute is determined by agreement between the Vendor and the Purchaser or by litigation.
22. When requested by the Vendor NZHB will authorise and acknowledge assignment of the Development Homebond to the Assignee ("the Assignee") and NZHB will obtain from its Underwriters a similar acknowledgment in their standard form.

Extension of the Homebond:

23. NZHB shall give the Vendor and the Assignee not less than 14 days notice of the expiry of the Anticipated Bond Period and upon receipt of the appropriate extension fee from the Vendor, NZHB shall, without reference to the Applicant or the Purchaser, extend the Anticipated Bond Period of the Development Homebond when so requested by the Vendor or by the Assignee.
24. On any occasion when NZHB is requested to extend the Anticipated Bond Period the Vendor shall immediately pay to NZHB extension fee calculated at 0.46% per month, or part thereof, of the Development Homebond. In the event of late payment of any amounts by the Vendor to NZHB, the Vendor will pay to NZHB interest at 18% per annum (calculated on a daily basis) on those amounts and will pay any solicitor and client costs on a full indemnity basis incurred by NZHB in collecting those amounts.

Settlement Issues:

25. 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, before 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 7 days of receipt of a claim pay the amount of the Development Homebond ("the Amount") to the Vendor. NZHB may, if requested by the Vendor, delay payment of the Amount without prejudicing NZHB's obligation to make that payment.
26. 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 document (and notwithstanding that at that time clause 25 may not have been complied with) the Applicant shall pay to NZHB (without the need for notice or demand) the Amount paid or to be paid (as determined by NZHB) by NZHB under the Development Homebond including any Amount held or to be held subject to a Court order or injunction.
27. 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 and client costs on a full indemnity basis incurred by NZHB in collecting those amounts.

Applicant's Acknowledgments:

28. 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.

The Applicant (a) warrants the truth of the information supplied in the application; (b) acknowledges, that in connection with this document, a real estate agent is not an agent of NZHB; (c) acknowledges that 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 document; and (d) acknowledges that 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 Assignee and/or other financier, and to potential providers of Purchaser finance, information related to the Applicant.

29. The Applicant understands that NZHB is asking for personal information so as to use Veda Advantage's credit reporting service to credit check them. The Applicant understands that; a) Veda Advantage will give NZHB information about the Applicant for that purpose, b) NZHB will give the Applicant's personal information to Veda Advantage, and that Veda Advantage will hold that information on their systems and use it to provide their credit rating service, c) when other Veda Advantage customers use the Veda Advantage credit reporting service, Veda Advantage may give the information to those customers, d) NZHB may use Veda Advantage's credit reporting services in the future for purposes related to the provision of credit to the Applicant. This may include using Veda Advantage's monitoring services to receive updates if any of the information held about the Applicant changes, e) If the Applicant defaults in their payment obligations to NZHB, information about that default may be given to Veda Advantage, and Veda Advantage may give information about the Applicant's default to other Veda Advantage customers. The Applicant understands that if they default in payment obligations to NZHB information about that default may be given to Veda Advantage and Veda Advantage may give information about the Applicant's default to other Veda Advantage customers.
30. The Applicant acknowledges that the amount(s) of the Development Homebond/s issued by NZHB pursuant to this Application is/are the amount(s) which will be paid to the Vendor pursuant to clause 25 notwithstanding any change to the purchase price under the Agreement(s) unless the Applicant, Vendor, the Assignee, the Purchaser and NZHB agree otherwise.

General:

31. 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.
32. 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.
33. NZHB may assign its rights and/or obligations contained in this application to the Underwriter or any subsidiary of NZHB.
34. 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 5 of the application or on any other solicitor notified to NZHB by the Applicant as acting for them
35. 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. In the event there is any conflict between either of the applications, the provisions of the later application shall apply.
36. The persons who sign this document 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. Any Applicant who signs this document shall be bound whether or not any other Applicant signs.
37. This document may be executed in any number of counterpart copies that may be a facsimile, photocopy or email copy of this document.

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

- | | | | | | |
|--|--------------------------|--|--------------------------|---|--------------------------|
| All pages initialed by all applicants Inclusive of Trustees & Directors | <input type="checkbox"/> | All applicants have signed form Inclusive of Trustees & Directors | <input type="checkbox"/> | Application form completed in full | <input type="checkbox"/> |
| Mortgage Account Summaries | <input type="checkbox"/> | Rates, QV, Registered Valuations | <input type="checkbox"/> | Sale & Purchase Agreement (where applicable) | <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	<input type="text"/>	Applicant's Name	<input type="text"/>
Applicant's Signature	<input type="text"/>	Applicant's Signature	<input type="text"/>
Witness Name	<input type="text" value="NON FAMILY MEMBER ONLY"/>	Witness Name	<input type="text" value="NON FAMILY MEMBER ONLY"/>
Witness Address	<input type="text" value="NO PO BOX ADDRESSES"/>	Witness Address	<input type="text" value="NO PO BOX ADDRESSES"/>
Witness Occupation	<input type="text"/>	Witness Occupation	<input type="text"/>
Witness Signature	<input type="text"/>	Witness Signature	<input type="text"/>

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	<input type="text"/>	Director's Name	<input type="text"/>
Director's Signature	<input type="text"/>	Director's Signature	<input type="text"/>
Witness Name	<input type="text" value="NON FAMILY MEMBER ONLY"/>	Witness Name	<input type="text" value="NON FAMILY MEMBER ONLY"/>
Witness Address	<input type="text" value="NO PO BOX ADDRESSES"/>	Witness Address	<input type="text" value="NO PO BOX ADDRESSES"/>
Witness Occupation	<input type="text"/>	Witness Occupation	<input type="text"/>
Witness Signature	<input type="text"/>	Witness Signature	<input type="text"/>

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.

