

# Residential Cash Deposit™ 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 Residential Cash Deposit™.
- The Applicant applies for a Deposit from NZHB in accordance with the conditions stated on this application and warrants the truth of the information supplied.
- The Deposit must be for the purchase of a non commercial property.
- 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 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: \_\_\_\_\_

### 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 Residential Cash Deposit™.**

### 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 *	_____	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 Residential Cash Deposit™ 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

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 _____
<b>Deposit Required by way of Residential Cash Deposit™</b>	<b>Deposit Required by way of Residential Cash Deposit™</b>
* _____ % \$ _____ *	* _____ % \$ _____ *

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	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 *	_____		
Mailing Address *	_____	Email:	_____
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

Settlement date as per the Sale & Purchase Agreement \_\_\_\_\_

Anticipated Deposit Period being the number of days to settlement date \_\_\_\_\_

**\*Where not otherwise specified in the Agreement I, by my signature, authorise the immediate disbursement of the deposit by the Vendor's Agent or Solicitor following the Agreement becoming Unconditional.**

**\*Signature:** \_\_\_\_\_

### Fee calculations

A fee will be calculated at \$150.00 plus 18% pa for the Anticipated Deposit Period ("the Fee"). A minimum fee of \$400.00 applies. The fee will be added to the Deposit and taken by deduction by NZHB when the Deposit is paid out by NZHB.

If the Applicant applies to NZHB to extend the Anticipated Deposit Period prior to its expiry, and NZHB agrees, then the fee for the additional period will be calculated at 21% on a daily basis of the Deposit ("the Extension Fee") and will be added to the amount to be repaid at settlement.

The default rate is 24% pa calculated on a daily basis.

For assistance in calculating this fee, please visit [www.nzhb.co.nz/calculators](http://www.nzhb.co.nz/calculators) or call 0800 266 369

## Section 9: Payment Details

Repayment of a Residential Cash Deposit is made to NZHB upon settlement of the purchased property 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**



## Section: 10

### Residential Cash Deposit Application Conditions

Upon unconditional approval of the application by NZHB, NZHB will pay the Deposit, which excludes any fee component, to the trust account of the Vendor's solicitor or agent specified in the Agreement, or to the trust account of the Purchaser's solicitor if so requested in writing by that solicitor, upon the following terms and conditions:

#### References:

1. Any reference to an "Applicant" shall, if there is more than one Applicant, be deemed to be a reference to the "Applicants". The "Vendor" and the "Purchaser" are the parties including their nominees referred to in the Agreement.
2. An Applicant may be a company and/or a trust but in every application there shall be an Applicant ("the Primary Applicant") signing in their personal capacity and with personal liability.

#### Approval:

3. 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). When the applicant is successful at an auction or tender NZHB will normally obtain the Agreement from the Vendor's Agent.
4. Applicant approval will be conditionally given with a faxed application but a properly executed and witnessed original must be delivered to NZHB before the Deposit will be paid
5. If this application is for a pre-approval to allow the Applicant to bid at an auction or tender, NZHB shall, when the applicant succeeds at the auction or tender, within 4 months of the pre-approval (or any extension thereof) being granted by NZHB, pay the deposit amount nominated in the Agreement but will not pay more than the deposit pre-approved by NZHB.

#### Fee Structure:

6. The Fee, unless otherwise agreed in writing between the Applicant and NZHB, shall be \$150.00 plus interest calculated at 18% per annum on a daily basis, from the date of payment of the Deposit until the expiry date being the earlier of the settlement date nominated in the Agreement or a date approved in writing by NZHB. A minimum fee of \$400.00 applies
7. Unless otherwise requested by the Applicant in writing and NZHB agrees, NZHB will add the Fee to the Deposit and shall take the Fee by deduction prior to paying out the Deposit. The Fee is not refundable.
8. If for any reason the Agreement does not settle by the expiry date, NZHB may, at its sole discretion, extend the Anticipated Deposit Period to a new expiry date ("the New Expiry Date") and either add the Extension Fee to the Deposit or demand that the applicant pays all Fees then owed to NZHB (including any interest thereon) and the Extension Fee to the New Expiry Date.
9. The Extension Fee to any New Expiry Date is calculated at 21% per annum on a daily basis and is not refundable.
10. Pre-Approvals for auction or tender incur a non-refundable Pre-approval Fee of \$50.00 payable at the time of application. When the Applicant is successful at auction or tender the Pre-Approval Fee will be credited towards the Fee.

#### Security:

11. 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.

12. The applicant agrees to pay the NZHB and solicitor costs, on a full indemnity basis, associated with providing the Residential Cash Deposit and arranging securities including the costs of registration and removal of caveats and mortgages.
13. 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.
14. 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 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.
15. 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.
16. 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).
17. 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:

18. The Applicant instructs the Purchaser's Solicitor that they are their solicitor in all matters concerning the Agreement and they are not to settle the Agreement without repaying NZHB in full all amounts owing under this document 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 13(a) to 13(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.
19. Should the Applicant's or Purchaser's Solicitor (as the case may be) fail to



provided 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, entitling NZHB to repayment of the total amount owing by the Applicant to NZHB

**Residential Cash Deposit™ Delivery:**

- 20. The Vendor's solicitor shall forward notice confirming the Unconditional Date to NZHB. NZHB may accept other evidence of confirmation satisfactory to it.
- 21. 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 acceptable to NZHB which are for the sole benefit of the Vendor or any conditions relating to compliance with a resource or building consent or the issue of title, NZHB shall not be liable or responsible to any person if it pays the Deposit and the Agreement is found or claimed to be conditional.
- 22. On request of the Vendor and without reference to the Applicant or the Purchaser, NZHB will deliver the Deposit to the trust account of the solicitor of either the Vendor or the Vendor's nominee provided that (a) the Unconditional Date has occurred; (b) this Application has been unconditionally approved by NZHB.
- 23. If within 4 months of the unconditional approval of this application the Vendor has not requested delivery of the Deposit then, and notwithstanding that the Unconditional Date has not occurred, NZHB may in its sole discretion cancel this application. NZHB shall not be obliged to notify the Applicant or the Purchaser of the cancellation.

**Settlement Issues:**

- 24. In the event of late payment of any amounts by the Applicant to NZHB, the Applicant will pay to NZHB interest at 24% per annum (calculated on a daily basis) on those amounts and will pay any solicitor and client costs incurred by NZHB in collecting those amounts.
- 25. At any time after a default occurs under this document, the total amount owing by the Applicant under this document together with default interest thereon (calculated from the date of the initial default) shall become immediately due and payable by the Applicant to NZHB and NZHB may do all thing necessary to recover that amount and any default interest thereon.

**Applicant's Acknowledgments:**

- 26. 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 his 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.
- 27. The Applicant acknowledges that NZHB, having paid the Deposit to the Vendor, or the Vendor's agent or solicitor or to the Purchaser's solicitor (including in all cases but not limited to payment into a trust account), has no further duty in respect to the retention or use of the Deposit. Further the applicant acknowledges that NZHB has no fiduciary duty to the Applicant and has no responsibility for the Vendor's performance of it's obligations under the Agreement. Further if NZHB is aware, directly or indirectly, of any of the affairs of the Vendor then NZHB is not obliged to bring this to the notice of the Applicant.

**General:**

- 28. The Applicant undertakes that the Vendor and the Purchaser referred to in the Agreement are not associated persons as defined by section 2A of the Goods and Services Tax Act 1985.
- 29. 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.
- 30. NZHB may assign its rights and/or obligations contained in this application to the Underwriter or any subsidiary of NZHB.
- 31. 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
- 32. 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.
- 33. 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.
- 34. 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** Phone **0800 266 369**  
**PO Box 13020** Fax **03 374 6034**  
**Christchurch** 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	<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.

