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LENDING SERVICES AUCKLAND

9 September 2022

XYZ Firm

Barristers & Solicitors

solicitor@test.co.nz

Business Team

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Telephone (09) 367 1786.

Facsimile (09) 367 1789.

Attention: John Smith

Our Ref.: Business Team-1212- 273568

Lender: Bank of New Zealand

Contact Person: Lilibeth Espinosa

Lender Telephone Number: 11 122 2333

Lender Email Address: Lilibeth_Espinosa@bnz.co.nz

RE: JESSEN PREDRAG CLEVIN AITKEN (the "Borrower")

1 Bank of New Zealand (the "Bank") has offered to provide the Borrower with advances to

\$30,000.00 to assist with the purchase of 16 Balfour Crescent, Hamilton as detailed in

Record(s) of Title No. 1244 for \$800,000.00 (the "Property"), subject to a registered first

Mortgage over the whole of the Property. (The term "Property" shall, for the purposes of this

letter, be deemed to include all property described above). If the purchase price specified on the

settlement statement differs from the purchase price stated above please contact Lilibeth

Espinosa at Auckland immediately for further instruction.

2 Please accept the Bank's instruction to attend to the preparation and registration of the Mortgage

in accordance with this letter and the attached instructions.

2.1 You must ensure all the requirements of the A&I form (as prescribed by the New Zealand Law

Society and Registrar – General of Land) are met.

3 The Bank's instructions for the preparation and registration of the Mortgage have been prepared

on the basis that the Property is not Maori land or Maori reserve (both as defined in section 4 of

the Te Ture Whenua Maori Act 1993). If the Property is Maori land or Maori reserve, please

contact this Lending Services Centre immediately for further instruction.

4 For the purposes of Section 92 of the Property Law Act 2007 please enter the priority amount of

\$1,200,000.00 plus interest in the relevant Landonline registry field for the Mortgage.

The Bank's

registered Memorandum of Mortgage number 2015/4324 can be obtained and downloaded from

the Landonline website if a paper document is required. Please download Memorandum of

Mortgage number 2015/4324 from the Landonline website as you will need to provide a copy to

the Borrower.

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5 We also attach the following "Facility Documents":

- a. two Letters of Advice and
- b. one Home Loan - Facility Master Agreement and
- c. one Personal Account, Service and Facility Fees Brochure ("Fees Brochure")

6 Please:

- a. attend to disclosure of the Facility Documents, the A&I form, the Memorandum of Mortgage, to the parties, and where applicable in accordance with the Credit Contracts

and Consumer Finance Act 2003. Disclosure in accordance with the Credit Contracts and Consumer Finance Act 2003 must be made before the parties sign the documents; and

- b. ensure that the has/have been signed by all the relevant parties.

7 Please draw to the attention of the Borrower to:

- a. clauses detailing the key information set out in Schedule 1 to the Credit Contracts and

Consumer Finance Act 2003 to the extent that they are set out in the attached Letter(s)

of Advice: and

- b. the term of the Home Loan as set out in the Letter of Advice, if any.

8 The Home Loan - Facility Master Agreement and certain sections of the Fees Brochure form part

of the terms of the facility and should be retained by the Borrower. They are not signed and

returned to the Bank.

9 Where the value of the Property is greater than or equal to \$2 million, the Bank requires either a

certificate of currency or the insurance policy to be provided to the Bank. Please note that

Broker's Certificates are not acceptable unless these are endorsed by the insurer.

10 To ensure early confirmation of settlement, please send scanned copies (as a PDF at a

resolution of at least 300 dpi) of the following executed and dated documents to BNZ_Lending_Documents_Retail_Auckland@bnz.co.nz no later than two business days prior

to settlement. If you cannot return the documents by email, please contact us as soon as

possible to discuss other options.

your completed Solicitor's Certificate

Letter(s) of Advice

if the Property is being purchased by the Borrower, a copy of the Pre-Settlement Disclosure

Statement (provided by the vendor pursuant to section 147 of the Unit Titles Act 2010, including a

certificate from the body corporate confirming that the information in that statement is accurate);

and

if the Property is already owned by the Borrower, a written statement from the body corporate

that (i) confirms that there are no levies or metered charges in arrears in relation to the Property;

and (ii) sets out details of any legal proceedings instituted by or against the body corporate.

You should also notify us if you consider that any information contained within the Pre-

Settlement Disclosure Statement (if appropriate), the Pre-Contract Disclosure Statement

(provided pursuant to section 146 of the Unit Titles Act 2010) and/or any Additional *Disclosure Statement (provided pursuant to section 148 of the Unit Titles Act 2010)* may have an adverse effect on the interests of the Bank (including, but not limited to, information which may have an adverse effect on the value of the property or the enforceability of our security). You should summarise the reasons for your concern and

bring to our attention as soon as you become aware of such information, and in any event 3 business days before settlement, and provide us with a copy of the relevant Disclosure Statement.

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11 Please note that the electronic copy of the documents provided by you will be the only copy of

such used, held and relied on by the Bank (including in accordance with the Contract and

Commercial Law Act 2017). Therefore, it is essential that you ensure that the scanned copies

provided are dated, completed (where necessary), fully executed (other than by the Bank) and

comply with these instructions. Please advise all parties of this.

12 Please ensure you provide details of your Solicitor's Trust Account, to enable prompt receipt of settlement proceeds.

13 Once the Mortgage has been registered, a copy of the ordinary search of the relevant updated

Record of Title showing the Mortgage duly registered and the registered mortgage instrument

will be automatically sent by Land Information New Zealand (LINZ) to our Lending

Services

Centre. Please ensure you enter Our Ref details provided on page one of this letter in the 'Bank

Client Ref' field in the Post Registration Search screen in the Landonline workspace.

14 All financial dealings including settlement details are to be made through Lilibeth Espinosa at

Auckland branch on 11 122 2333.

15 All costs are for the account of the Borrower.

16 The Bank wishes you to act for it pursuant to its instructions, which include:

16.1 That no clauses of any of the attached documents (including the Solicitor's Certificate) are to be

added to, deleted, amended or qualified without the prior written approval of the Bank. As the

Bank's solicitor in this matter, you will appreciate that in order for the Bank to consider any

request to amend one of its standard documents, the Bank needs to know the effect of the

amendment and the risk posed to the Bank (if any) by the amendment. Accordingly, if you wish

to amend any of the attached documents you must provide the Bank with your opinion of the

effect of the amendment and the risk posed to the Bank (if any) by the amendment. Your opinion

should be addressed to Lilibeth Espinosa email Lilibeth_Espinosa@bnz.co.nz. Until such

time as your opinion is received, no request for any amendment will be considered.

16.2 The provision of a Solicitor's Certificate in the form provided.

16.3 As a conveyancer, you must comply with section 51C of the Overseas Investment Act 2005 when

giving effect to the acquisition of any interest in residential land. By giving the Bank your

Certificate, you acknowledge and agree that the Bank is relying on your Certificate as confirmation that:

a. you have already complied or will comply prior to lodgement of any transfer instrument

for the Property in all respects with section 51C of the Overseas Investment Act 2005; and

b. the section 51A statement obtained from the relevant Borrower or guarantor provides

that if the relevant Borrower or guarantor requires Overseas Investment Act 2005 consent, that Overseas Investment Act 2005 consent has been granted; and

c. for these purposes, you are not acting as the Bank's agent and will not hold yourself out

as acting as the Bank's agent.

17 If you are unable, for any reason, to act for the Bank in accordance with its instructions, please advise the Bank immediately and return all documents which belong to the Bank or which you hold as agent for the Bank in relation to this matter (including the Bank's instructions, correspondence sent and received and security documents). The Bank will instruct another solicitor to act for it in relation to this matter at the Borrower's expense. Finally, please quote our reference on all correspondence.