

## 1. PUT OPTION – LEGAL SUMMARY

- 1.1 The Put Option is the document that gives you the right to require the Lessor (under the Agreement to Lease and the Lease) to buy the Home back from you. This right expires on 16 December 2031.
- 1.2 To exercise your rights, you will have to advise Whai Rawa in writing that you are exercising the put option before 16 December 2031. The effect of delivering this notice is to create a binding agreement for sale and purchase between you and Whai Rawa. The essential terms of the agreement are that:
  - (a) Whai Rawa (or someone else that Whai Rawa nominates) will purchase your Home and your interest in the lease;
  - (b) the purchase price will be equal to the amount you paid to the Lessor under the Agreement to Build. If the Lessor is required to rectify any non-compliance with the Lease by you, the cost of doing so will be deducted from the purchase price paid to you; and
  - (c) settlement will take place at a date chosen by the Lessor, this date cannot be later than 13 months following your exercising of the option.
- 1.3 The other terms will follow the standard Auckland District Law Society/Real Estate Institute of New Zealand Agreement for Sale and Purchase.
- 1.4 Any purchase price paid will, however, have to be applied to repay any outstanding debt owed under the mortgage or the Lease at the settlement date (including returning the Home to the condition it is required to be kept in under the Lease), so you will get the “net” amount.
- 1.5 The rights under the Put Option are personal to you. If you assign or sell your Home to someone else, the rights under the Put Option will not be transferred to the new owner.
- 1.6 You will also be entitled to exercise your rights under this Put Option where Practical Completion of the Works is not achieved by the Sunset Date, as contemplated by the Agreement to Build. In this case, the deposit paid to the Developer under the Agreement to Build will be returned to you.