

Home Loan Agreement Specific Terms

China Construction Bank (New Zealand) Limited agrees to make you a term loan on the terms and conditions of this Agreement.

This Agreement has two parts - these Specific Terms and the attached General Terms.

Specific Terms	General Terms
<p>These Specific Terms set out all the terms that are specific to your Loan, including how much you can borrow, what the loan can be used for, the interest rates and fees that apply, the property you grant us security over and any special conditions that apply.</p> <p><i>It includes the Home Loan Terms and the Other Key Information set out in the tables below.</i></p>	<p>The attached General Terms include information that apply to all our home loans.</p> <p>This includes information about how you can access your loan, the promises you make to us and what we can do if you break any of your promises.</p>

You should read both parts of this Agreement carefully. If you do not understand any part of this Agreement, you should get independent advice from a New Zealand qualified lawyer.

You should keep this Agreement in a safe place.

PARTIES AND NOTICE DETAILS

CHINA CONSTRUCTION BANK (NEW ZEALAND) LIMITED We are the Lender under this Agreement and are also referred to as we and us . We are registered on the Financial Service Providers Register under number: FSP384546 Our registered name on the Financial Services Providers Register is China Construction Bank (New Zealand) Limited	Address:	China Construction Bank Documentation Team; Level 5, 13 - 15 College Hill, Freemans Bay, PO Box 2873, Auckland 1140 ccbteam@nz.firstms.com
	Head Office Address:	Level 29, Vero Centre 48 Shortland Street Auckland 1010
	Email:	ccbteam@nz.firstms.com and LendercontactEmail
	Telephone:	+64 9 338 8185
	Facsimile:	+64 9 306 7444
	Attention:	CCB Team and LendercontactName
Borrower (called you)	Name:	BorrowerFullnametrustee
	Address:	BorrowerFulladdresscomma
	Email: (optional) (by providing your email address, you agree to receiving all communications from us in electronic form)	BorrowerEmail
	Telephone:	BorrowerPhone

Guarantor	Name:	GuarantorFullnametrusteeorliability
	Address:	GuarantorFulladdresscomma
	Email: (optional) (by providing your email address, you agree to receiving all communications from us in electronic form)	GuarantorEmail
	Telephone:	GuarantorPhone

PART A: HOME LOAN TERMS

Disclosure Date	The Start Date.	
Maximum Loan Amount	NZ\$[] (this is the total of all advances that we will make to you under this Agreement).	
[Loan Facilities]	Facility 1	NZ\$[]
	Facility 2	NZ\$[]
	Facility 3	NZ\$[]
Start Date	[] (or any other date we agree with you), being the day on which the [initial advance of the] Loan will be advanced to you (subject to the terms of this Agreement).	
End Date	The term of the Loan ends on the day [30 years][] after the Start Date.	
Annual Interest Rate	[Loan][Facility 1]	<p>[] per cent per annum [This is a variable rate. We may change this rate from time to time (including prior to the Start Date) in accordance with clause 10.2(b) of the General Terms.]</p> <p>[The interest rate is a fixed rate for a period of [insert fixed rate period in years] years from the Start Date. At the end of the fixed rate period, the current standard variable rate will apply. We may change the standard variable rate from time to time in accordance with clause 10.2(b) of the General Terms.]</p>
	[Facility 2]	<p>[] per cent per annum [This is a variable rate. We may change this rate from time to time (including prior to the Start Date) in accordance with clause 10.2(b) of the General Terms.]</p> <p>[The interest rate is a fixed rate for a period of [insert fixed rate period in years] years from the Start Date. At the end of the fixed rate period, the current standard variable rate will apply. We may change the standard variable rate from time to time in accordance with clause 10.2(b) of the General Terms.]]</p>
	[Facility 3]	<p>[] per cent per annum [This is a variable rate. We may change this rate from time to time (including prior to the Start Date) in accordance with clause 10.2(b) of the General Terms.]</p> <p>[The interest rate is a fixed rate for a period of [insert fixed rate period in years] years from the Start Date. At the end of the fixed rate period, the current standard variable rate will apply. We may change the standard</p>

		variable rate from time to time in accordance with clause 10.2(b) of the General Terms.]]
Default Interest Rate	In relation to the Loan or a Facility (as applicable), the relevant Annual Interest Rate plus 6 per cent per annum. We may change the Default Interest Rate from time to time in accordance with clause 10.2(b) of the General Terms.	
Other fees	These are set out below under the headings "Loan Fees and Charges", "Default Interest and Fees" and "Full Prepayment". We may change our fees and charges from time to time in accordance with clause 10.2(b) of the General Terms.	
Repayment	<p>You must repay the Loan, together with all interest and costs in the manner and at the times set out in the Payments Details below. You must repay the balance then owing (if any) in full on the End Date.</p> <p>All payments are to be made in New Zealand dollars.</p>	
Purpose	[To fund your purchase of the Property][].	
Property	<p>Address : []</p> <p>CT : []</p> <p>Mortgagors : []</p> <p>Priority Amount : \$[] together with interest</p> <p>Insurance : An insured amount equal to the full replacement value of the building</p>	
Related Security Agreement (s)	<p>A first ranking registered and exclusive mortgage (incorporating ADLS form of mortgage memorandum of general terms and conditions 2015/4328) over the Property provided by you in favour of us as security for this Loan.</p> <p>A General Security Agreement in the Collateral specified below is created by the Borrower and the Guarantors signing these specific terms (see clause 16 of the General Terms)</p> <p>Collateral all of the debtor's present and after acquired property</p> <p>Collateral the specific personal property of the debtor detailed in the Annexure to these Specific terms. This will be a specific security interest granted in the funds held on the deposit specified in the Annexure.</p> <p>Debtor (individual) Borrowerindividualsdob whose address is shown as above</p> <p>Debtor (company) Borrowercompaniesnumber whose address is shown as above and for whom (insert name of person acting on behalf of the company) is the person acting on behalf of the company.</p>	
Conditions Precedent	<p>Any conditions that must be met before we make any advance of the Loan to you will be advised to you or your solicitors, including receipt (to our satisfaction of):</p> <p>(a) fully signed and completed originals of the Loan Documents;</p> <p>(b) registrations to ensure that we obtain a first ranking charge over the Property;</p> <p>(c) a certificate from a solicitor reasonably acceptable to us in relation to the Loan Documents and registrations;</p> <p>(d) all fees payable in connection with this Agreement that are payable on or before the relevant date of advance and are not included in the Loan;</p> <p>(e) evidence of insurance in respect of the Property as required by us;</p>	

	<p>(f) all information and documents required by us for the purposes of regulatory and tax compliance (including under applicable anti-money laundering legislation);</p> <p>(g) a Direct Debit Authority;</p> <p>(h) if you or a Guarantor is non-resident, evidence that a New Zealand resident agent for service has been appointed, including an irrevocable power of attorney;</p> <p>(i) if you or any Guarantor does not have English as his or her primary language, a certified copy of a translator's certificate as required by us;</p> <p>(j) all the other information and documents we have asked for.</p>
	We must receive confirmation from a solicitor reasonably acceptable to us that the information in this Agreement has been communicated to you in your primary language and that you have subsequently made an informed decision to enter into, and are aware of the implications of entering into, this Agreement.

PART B: OTHER KEY INFORMATION

The initial unpaid balance (the amount you owe) as at the end of the Disclosure Date is:	NZ\$[] [(Facility [])]	
made up of:		
(a) Application fee:	NZ\$500.00	
(b) Establishment fee:	NZ\$672.75	
and		
(b) Amount to be advanced to you on the Start Date:	NZ\$[]	
[Subsequent Advances]		
The following amounts will be advanced to you after the Disclosure Date (subject to the terms of this Agreement):		
Facility	Amount	Date of advance
Facility []	NZ\$[]	[]
][There are no subsequent advances to you under this Agreement. We will make the Loan available to you in one lump sum on the Start Date.]		

PAYMENT DETAILS:

You are required to make each payment of the amount specified and by the time specified.

[Loan][Facility 1]

[Principal and interest payments][Interest-only payments]	
Payment Amount:	\$[] per month for [] months [during the fixed rate period then \$[] per month for [] months while the standard variable interest rate applies] then a final payment of \$[]
Payment Dates: (timing of payments)	Monthly, commencing on the day one month after the Start Date.

Number of payments:	360
Total amount of interest:	[\$]
Total amount of payments:	[\$]
(Payment Amounts may change if the Annual Interest Rate changes (except during a fixed rate period) - see clause 10.2(b) of the General Terms)	

[Facility 2

[Principal and interest payments][Interest-only payments]	
Payment Amount:	\$[] per month for [] months [during the fixed rate period then \$[] per month for [] months while the standard variable interest rate applies] then a final payment of \$[]
Payment Dates: (timing of payments)	Monthly, commencing on the day one month after the Start Date.
Number of payments:	360
Total amount of interest:	[\$]
Total amount of payments:	[\$]
(Payment Amounts may change if the Annual Interest Rate changes (except during a fixed rate period) - see clause 10.2(b) of the General Terms)	

]

[Facility 3

[Principal and interest payments][Interest-only payments]	
Payment Amount:	\$[] per month for [] months [during the fixed rate period then \$[] per month for [] months while the standard variable interest rate applies] then a final payment of \$[]
Payment Dates: (timing of payments)	Monthly, commencing on the day one month after the Start Date.
Number of payments:	360
Total amount of interest:	[\$]
Total amount of payments:	[\$]
(Payment Amounts may change if the Annual Interest Rate changes (except during a fixed rate period) - see clause 10.2(b) of the General Terms)	

]

LOAN FEES AND CHARGES

As at the Disclosure Date, the following loan fees and charges (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, this Agreement. Default interest, default fees and full prepayment fees are set out in other sections below. We may change our fees and charges from time to time in accordance with clause 10.2(b) of the General Terms.

Fee Description	When payable	Amount
Non-proceeding fee	If the Loan is not advanced to you on the	NZ\$258.75

	Start Date in accordance with this Agreement	
Re-documentation fee	If any of the Loan Documents are required to be changed before the Start Date	NZ\$339.25
Repayment administration fee	When the Loan is repaid in part or in full	NZ\$150.00
Discharge fee	When the Loan is repaid or prepaid in full and the mortgage discharged	NZ\$264.50
Re-structuring fee	If you ask for a variation that requires any of the Loan Documents to be changed after the Start Date	NZ\$402.40
Further advance fee	If any increase to the amount of the Loan is requested and approved after the Start Date	NZ\$402.50
Valuation fee	If we obtain a valuation of the Property at any time in accordance with this Agreement	Actual cost.

METHOD OF CHARGING INTEREST

In relation to the Loan or a Facility (as applicable), interest is calculated on a monthly basis on each Payment Date by multiplying:

- (a) the average unpaid daily balance of the Loan or Facility for the period ending on that Payment Date and starting on the day immediately after the prior Payment Date (or in the case of the first Payment Date after the Start Date, starting on the Start Date); by
- (b) the average period interest rate. The average period interest rate is calculated by dividing the relevant Annual Interest Rate by 12 (where the frequency of Payment Dates is monthly).

Interest is charged in arrears on each Payment Date (as part of the Payment Amount).

DEFAULT INTEREST AND FEES

If there is an Event of Default due to non-payment and while it continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, you must pay us the default fees specified below.

<i>Description</i>	<i>When payable</i>	<i>Amount</i>
Default Interest	See clause 3.1 of the General Terms	Default Interest Rate
Dishonour fee	The business day after the due date for any amount due and payable by you under the Agreement which we were unable to collect on its due date from your bank for any reason.	NZ\$20.00
Third party costs and expenses	If we incur costs and expenses payable to a third party in enforcing this Agreement or a Related Security Agreement, you will have to pay us those costs (on demand).	Actual cost.
Other costs and expenses	You must pay us (on demand) any other costs or expenses we reasonably incur in enforcing this Agreement or a Related Security Agreement after you are in default (such as paying insurance, rates or taxes for the Property).	Actual cost.
GST	You must pay us (on demand) an amount equal to any GST payable by us under section 5(2) of the Goods and Services Act 1985 upon the exercise of any power of sale under a Related Security Agreement.	Actual cost.

PREPAYMENT

If you pay the unpaid balance in full or part before the final payment is due (**prepayment**), you may be required to pay a fee or charge to compensate us for any loss resulting from the prepayment. We may have suffered a loss if our current interest rate is lower than any fixed rate then applying to the Loan. You may also have to pay our administrative costs relating to the prepayment. If a fixed rate applies to the Loan, we recommend you contact us for a quote before making an early repayment.

The amount you may have to compensate us for the loss will be calculated using a similar formula to the ones set out in the Credit Contracts and Consumer Finance Regulations 2004. See clause 2.3 of the General Terms for the detail of how we calculate a reasonable estimate of our loss.

Repayment administration fee - NZ\$150 payable on prepayment.

We may change our fees and charges from time to time in accordance with clause 10.2(b) of the General Terms.

CONTINUING DISCLOSURE

We will provide you with regular statements about your account. Statements will be provided to you at intervals of not less than 6 months.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS TO US

Security interest:

This is a secured loan. If you fail to meet your commitments to us under this Agreement, we may be entitled to take possession of and sell the Property.

The Property which is (or will be) subject to a security interest is described above on page 2 of these Specific Terms.

Our security interest must be a first ranking charge over the Property. All money that you owe us from time to time (whether now or in the future) will be secured to us by this mortgage. If we sell the Property and there is a shortfall, you will remain liable to pay us the amount of any shortfall.

If you give a security interest over the Property to another person without our prior written consent then we can ask you to repay what you owe and, if you do not do so, we may be entitled to take possession of and sell the Property.

Security Deposit: By signing this Agreement, the person named as account holder, being either a borrower or a guarantor under this Agreement, hereby grants us a specific security interest in respect of the following bank deposit:

Bank / Branch: China Construction Bank (New Zealand) Limited

Account Number: 01-1839-0330018-01 reference: **Borrowersreference**

Account holder: **Borrowernames**

Amount: **\$LoanSsaamount**

Nature and extent of the security interest:

Land: In respect of property that is land, the security must be a first ranking charge over the.

General Security interest over all present and after acquired property: By signing this Agreement, a general security interest is granted in respect of all of the assets of the company granting the security. .

All obligations secured: Each security is in the form of an all obligations security. This means that all money you will owe us and all obligations you have to us from time to time will be secured to use by the mortgage and the general security agreement.

If you give a security interest over the above property to another person without our prior written consent then we can ask you to repay the Loan and if the Loan is not repaid then we may be entitled to repossess and sell this property.

RIGHT TO CANCEL

You are entitled to cancel this Agreement by giving notice to us within a short time of receiving this Agreement.

How to cancel

If you want to cancel this Agreement you must do so within the time limits set out below.

To cancel, you must:

- give written notice to us that you intend to cancel this Agreement, by giving the written notice to us (or one of our employees or agents), posting the notice to us (or one of our employees or agents), sending the notice to our email address, or sending to notice to our fax number; and
- return to us any advance and any other property received by you under this Agreement.

The time limits for cancellation are:

If this Agreement is handed to you directly you must give notice that you intend to cancel within 5 working days after you receive it.

If this Agreement is sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.

If this Agreement is posted to you, you must give notice within 9 working days after it was posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

What you may have to pay if you cancel

If you cancel this Agreement we can charge you:

- the amount of any reasonable expenses we had to pay in connection with this Agreement and its cancellation (including legal fees and fees for credit reports, etc); and
- and interest for the period from the day you received the Loan until the day you repay the Loan.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of an unexpected event that causes you hardship, for example illness, injury, loss of employment or the end of a relationship, you may be able to apply to us for a hardship variation.

To apply for a hardship variation you need to give us a request in writing which explains the reason for your request and requests one of the following variations:

- (a) extending the term of this Agreement and reducing the amount of each payment due under this Agreement accordingly;
- (b) postponing, during a specified period, the dates on which payments are due under this Agreement ; or
- (c) both of the above.

Do this as soon as possible because, if you leave it for too long, we may not have to consider your application.

IF YOU HAVE A DISPUTE

If you have a complaint or a dispute, we recommend that you contact us and discuss it with us first. We may be able to help you. Please contact us by telephone on 09 338 8297. If you are not happy with our response or you want the dispute dealt with by an independent party, you may contact our dispute resolution scheme whose contact details are:

Name: Banking Ombudsman	Website: http://www.bankomb.org.nz
Phone: 0800 805 950	Business address: Level 5, Huddart Parker Building, 1 Post Office Square, Wellington 6011

ELECTRONIC COMMUNICATIONS

You may send notices or other communications to us by sending an email to our email address specified on the front page of these Specific Terms. Please also see clause 12 of the General Terms.

AGREEMENT

You and each Guarantor (each a **Relevant Party**) acknowledges that:

- (a) the Relevant Party has read and understood this Agreement (which comprises these Specific Terms and the attached General Terms) and each Related Security Agreement;
- (b) all information provided to us by the Relevant Party in connection with this Agreement and each Related Security Agreement is complete, accurate and not misleading.

By signing below, you accept our offer to provide the Loan on the terms set out in this Agreement.

EXECUTED AND DELIVERED AS A DEED

Date:

By the Borrower

[]

Signature

Witness to signature

Signature

Print Name

Occupation

Address

By the Guarantor

[]

Signature

Witness to signature

Signature _____

Print Name

Occupation

Address