

# 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

<b>CHINA CONSTRUCTION BANK (NEW ZEALAND) LIMITED</b> We are the <b>Lender</b> under this Agreement and are also referred to as <b>we</b> and <b>us</b> .  We are registered on the Financial Service Providers registration under number : FSP384546 Our registered name is China Construction Bank (New Zealand) Limited	<b>Address:</b>	Vero Centre 48 Shortland Street Auckland 1010
	<b>Postal Address:</b>	PO Box 1140 Shortland Street Auckland 1040
	<b>Email:</b>	
	<b>Telephone</b>	09 3388200
	<b>Facsimile:</b>	
	<b>Attention:</b>	
<b>Borrower (called you)</b>	<b>Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Telephone:</b>	
<b>Guarantor</b>	<b>Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Telephone:</b>	

## PART A: HOME LOAN TERMS

<b>Disclosure Date</b>	[                      ]
<b>Loan Amount</b>	NZ\$[                      ]
<b>Loan facilities</b>	<i>Facility 1</i> NZ\$[                      ]
	<i>Facility2</i> NZ\$[                      ]
	<i>Facility 3</i> NZ\$[                      ]

<b>Start Date</b>	This is the day on which the loan is advanced to you.	
<b>End Date</b>	The term of the Loan ends on the day 30 years after the Start Date	
<b>Annual Interest Rate</b>	<i>Account 1</i>	[ ] per cent per annum [This is a variable rate.] [The interest rate is a fixed rate for a period of <i>[insert fixed rate period in years]</i> years from the Start Date. See clause 2.1 of the General Terms for further information
	<i>Account 2</i>	[ ] per cent per annum [This is a variable rate.] [The interest rate is a fixed rate for a period of <i>[insert fixed rate period in years]</i> years from the Start Date. See clause 2.1 of the General Terms for further information
	<i>Account 3</i>	[ ] per cent per annum [This is a variable rate.] [The interest rate is a fixed rate for a period of <i>[insert fixed rate period in years]</i> years from the Start Date. See clause 2.1 of the General Terms for further information
<b>Default Interest Rate</b>	Annual Interest Rate plus 6 per cent per annum.	
<b>Establishment Fee</b>	You will pay us an establishment fee of NZ\$585.00 on the Start Date.	
<b>Other fees</b>	These are set out below under the headings “Loan Fees and Charges”, “Default Interest and Charges” and “Full Prepayment”	
<b>Repayment</b>	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. All payments are in New Zealand dollars.	
<b>Purpose</b>	To fund your purchase of the Property	
<b>Property</b>	Address : [ ] CT : [ ] Mortgagors : [ ] Priority Amount : \$[ ] together with interest – including a specified principal amount of \$[ ] (being the initial advances secured by the mortgage) Insurance : An insured amount equal to the full replacement value of the building	
<b>Related Security Agreement</b>	A first ranking registered mortgage (incorporating ADLSi form of mortgage memorandum of general terms and conditions 2015/4328) over the Property.	
<b>Conditions Precedent</b>	Any conditions that must be met before we make the advance to you will be advised to your solicitor.	
<b>Special Conditions</b>	We must receive confirmation from your solicitor 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**

<b>The initial unpaid balance</b> as at the end of the Start Date is:	\$[ ]
<b>Loan Amount</b>	\$[ ]
Less fees to be deducted from the advance on the Start Date	\$[ ]
Balance of Monies to be available to you on the Start Date:	<b>NZ\$</b> [ ]
<b>Subsequent Advances</b>	
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.

*Facility 1*

<b>Payment Amount:</b>	\$[ ] per month for 359 months then a final payment of \$[ ] (until changed – see clause 10.2 of the General Terms)
<b>Payment Dates:</b> (timing of payments)	Monthly, commencing on the day one month after the Start Date.
<b>Number of payments:</b>	360
<b>Total amount of interest:</b>	\$[ ]
<b>Total amount of payments:</b>	\$[ ]

*Facility 2*

<b>Payment Amount:</b>	\$[ ] per month for 359 months then a final payment of \$[ ] (until changed – see clause 10.2 of the General Terms)
<b>Payment Dates:</b> (timing of payments)	Monthly, commencing on the day one month after the Start Date.
<b>Number of payments:</b>	360
<b>Total amount of interest:</b>	\$[ ]
<b>Total amount of payments:</b>	\$[ ]

*Facility 3*

<b>Payment Amount:</b>	\$[ ] per month for 359 months then a final payment of \$[ ] (until changed – see clause 10.2 of the General Terms)
<b>Payment Dates:</b> (timing of payments)	Monthly, commencing on the day one month after the Start Date.

<b>Number of payments:</b>	360
<b>Total amount of interest:</b>	[\$ [ ]
<b>Total amount of payments:</b>	[\$ [ ]

#### LOAN FEES AND CHARGES

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 fees and prepayment fees are set out in other sections below.

<i>Fee Description</i>	<i>When payable</i>	<i>Amount</i>
<b>Establishment fee</b>	On or before Start Date	\$585.00
<b>Re-Documentation fee</b>	On or before Start Date – if the documents are required to be changed	\$295.00
<b>Discharge fee</b>	At the time the loan is repaid in full and the mortgage discharged	\$230.00
<b>Restructuring fee</b>	At the time you ask for a variation to your loan that requires the loan to be re-documented	\$295.00

#### INTEREST

Method of charging interest

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the Annual Interest Rate by 365. Interest is charged to your account monthly

#### 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>
<b>Default Interest</b>	see clause 3.1 of the General terms	Annual Interest Rate plus 6%
<b>Third party costs and disbursements</b>	If on default or otherwise we incur costs and expenses payable to a third party, you will have to pay these costs. We will not charge a margin on these third party costs. These costs will be payable on demand. .	Not ascertainable

#### FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment if you choose a fixed rate for your loan and repay before the end of that fixed rate term. The fee we charge you will be a reasonable estimate of our loss, calculated using a complex formula which takes into account whether the relevant hedged rate for the remainder of the fixed rate period is lower than, or the same as, the original hedged rate. (The hedged rate is the interest rate at which we determine fixed rate funds can be accessed from the wholesale money market on the relevant mortgage prepayment date). We recommend you contact us for a quote before making an early repayment or switching interest rates.

The amount you may have to compensate us for the loss will not be calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004.

#### CHANGES WE CAN MAKE

We can make changes to the Annual Interest Rate if the rate is a variable rate (but we may not change a fixed interest rate)

during its fixed rate period). We may change the amount of any fee that you have to pay us or we may introduce new fees by giving you written notice. Any new or changed fee must be reasonable. See clause 10.2 of the General Terms

#### **CONTINUING DISCLOSURE**

We will provide you with regular statements about your account.

Statements will be provided at intervals of not less than 6 months (unless a loan account is a revolving credit account and then they will be provided at intervals of not less than 45 working days)

#### **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 repossess and sell this property. If we sell the property and there is a shortfall, you will remain liable to pay us the amount of any shortfall

**Property** which is (or will be) subject to a security interest is described above as the Property.

**Nature and extent of the security interest:** This must be a first ranking charge over the property and will be in the form of an all obligations mortgage which means that all money that you will owe us from time to time will be secured to us by this mortgage.

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 contract by giving notice to us within a short time of receiving this form.

##### **How to cancel**

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

To cancel, you must:

- give written notice to us; and
- return to us any advance and any other property received by you under the contract.

##### **The time limits for cancellation are:**

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

If the signed 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 the documents are mailed to you, you must give the notice within 9 working days after they were 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 the contract we can charge you: -

- the amount of any reasonable expenses we had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc);
- 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 to keep up your payments because of an unexpected event that causes you hardship, for example illness, injury, loss of employment or the end of a relationship, you can apply to us for a hardship variation.

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

- (a) extending the term of the contract and reducing the amount of each payment due under the contract accordingly (without a consequential change being made to the annual interest rate(s));
- (b) giving you longer to pay by postponing, during a specified period, the dates on which payments are due under the contract (without a consequential change being made to the annual interest rate(s)); or
- (c) both of the above – postponing payments for a specified time and reducing the amount of your payments by extending the term.

Do this as soon as possible because, if you leave it for too long, we do 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

**EXECUTED AND DELIVERED AS A DEED**

**By the Borrower**

[ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

Witness to signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**By the Guarantor**

[ \_\_\_\_\_ ]

\_\_\_\_\_  
Signature

Witness to signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address