



**RayWhite**<sup>®</sup>



# EQC Documents

We recommend that you seek legal and/or technical advice regarding this document.

Statement of passing over information.

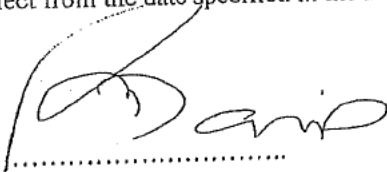
This information pertained hereafter has been supplied by the vendor or the vendor's agents. Accordingly, Prier Manson Limited is merely passing over information as supplied to use by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not audited or reviewed the information. All intending purchasers are advised to conduct their own due diligence investigation into this information. To the maximum extent permitted by the law Prier Manson Limited does not accept any responsibility to any person for the accuracy or use of the information herein.

## NOTICE OF ASSIGNMENT OF EQC CLAIMS

To : The Earthquake Commission ('EQC')  
From : Rona Durant Davis

Rona Durant Davis gives you notice in terms of Sections 50-52 of the Property Law Act 2007 that all of her rights, interests and remedies in respect of any claims she may have against you in respect of damage suffered from the earthquake in Canterbury on 4 September 2010 and earthquakes/aftershocks following 4 September 2010 (to the extent only that such claims provide any entitlement to compensation for land damage and/or residual benefits and the resulting proceeds) have been absolutely assigned to Tracey McLaughlin in accordance with the attached Deed of Assignment.

All obligations owed by you to Rona Durant Davis will now be owed to Tracey McLaughlin with effect from the date specified in the Deed of Assignment.

  
.....  
Rona Durant Davis

### Purchaser's Contact details

Name: Tracey McLaughlin  
Address: 53 Woodhurst Drive, Christchurch  
Email: [REDACTED]  
Phone: [REDACTED]

This Deed is made on this 17 day of August 2022

between (1) Rona Durant Davis ("the Vendor")

and (2) Tracey McLaughlin ("the Purchaser")

## Introduction

- A. The Purchaser has an unconditional contract to purchase from the Vendor the property at 53 Woodhurst Drive, Christchurch ("the Property"), pursuant to an agreement for sale and purchase dated 26 June 2022 ("the Agreement"), with settlement of the purchase to occur on 17 August 2022 ("Settlement Date").
- B. The Property was damaged in Earthquakes on or following 4 September 2010 ("Earthquake").
- C. The previous owner of the property assigned all their rights to the claims under claim numbers CLM/2010/134454 and CLM/2011/147541 ("the claims") to the current Vendor.
- D. EQC have finalised the EQC Claims noted in Clause C above. However, to the extent of any rights to compensation in respect of land damage and/or residual benefits arising from the claims, the Vendor agrees to assign their rights under the EQC claims to the Purchaser in respect of any damage suffered from the events on and following 4 September 2010.

## It is agreed

### 1. Assignment

In consideration of the settlement of the purchase of the Property by the Purchaser, the Vendor as from the Settlement Date assigns absolutely to the Purchaser, all the Vendor's rights, interests and title to the Claims and the resulting proceeds, to the extent only of any rights to compensation in respect of residual benefits and/or land damage, including increased flood and liquefaction risk.

The prior Vendor warranted that they had not committed any act or made any statement that would invalidate the Claims.

This assignment does not affect any of the rights or obligations of the Purchaser or the Vendor arising under the Agreement.

### 2. Insurance Valid

The prior Vendor warranted that they had a valid New Zealand house (fire) insurance policy in place in respect of the Property at the date of the Earthquake and have not committed any act or made any statement that would invalidate that policy.

### 3. Co-operation

As far as the Vendor is required, to complete the Claims, the Vendor will co-operate with the Purchaser in dealing with any representative of the Earthquake Commission and sign all documents necessary to finalise the Claims.

For the avoidance of doubt, the Vendor will not have to make any contribution toward any further excess payable under the Claims.

4. Counterparts

This Deed may be executed in any number of counterparts (including e-mail and facsimile copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Deed by executing any counterpart.

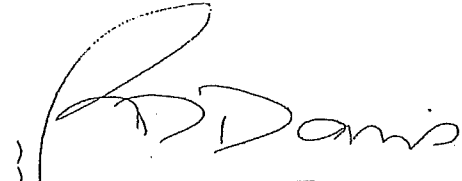
5. Governing law and jurisdiction

This Deed shall be governed by, and construed in accordance with, New Zealand law and the parties submit to the jurisdiction of the New Zealand Courts.

Execution

Executed as a deed.

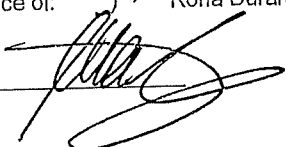
SIGNED by the said  
Rona Durant Davis  
as Vendor in the presence of:

  
\_\_\_\_\_  
Rona Durant Davis

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

  
Tita Louise Harnett Elliott  
Solicitor  
Christchurch

Witness Address: \_\_\_\_\_

SIGNED by the said  
Tracey McLaughlin  
as Purchaser in the presence of:

\_\_\_\_\_  
Tracey McLaughlin

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

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between (1) Rona Durant Davis ("the Vendor")

and (2) Tracey McLaughlin ("the Purchaser")

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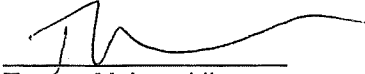
SIGNED by the said \_\_\_\_\_ )  
Rona Durant Davis \_\_\_\_\_ )  
as Vendor in the presence of: \_\_\_\_\_ ) Rona Durant Davis


Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

Witness Address: \_\_\_\_\_

SIGNED by the said \_\_\_\_\_ )  
Tracey McLaughlin \_\_\_\_\_ )  
as Purchaser in the presence of: \_\_\_\_\_ )   
Tracey McLaughlin

Witness Signature:  \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Occupation: Jill Lynette Forde  
Registered Legal Executive  
Christchurch

Witness Address: \_\_\_\_\_