

Disclaimer



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smart
+
real estate



128b King Street, Rangiora

www.smartrealestate.co.nz ID # SMT10463



STARTING FROM
1.25%
COMMISSION
* GST, MARKETING & ADMIN FEES



Affordable first home or investment opportunity!

ID# SMT10463

Situated close to Rangiora Township and an array of shops, cafes and amenities. This home is built from time tested, low maintenance materials and sits upon an easy-care section - excellent for investors or those with busy lives.

There are two good size bedrooms on offer. The master bedroom with ranch slider opens on to the private patio. Recently renovated, well looked after property, with near new carpet that complements the home. Outside there is a single standalone garage and a private north facing courtyard. The courtyard hosts a rock garden very easy care, leaving you more time for yourself. At a price like you have here, you'll find it makes more sense to own than rent. Plus, those looking to add to their property portfolio, it's a smart package. If peace, low maintenance and affordability are high on your priority list then this home is what you've been looking for! Call today or come along to the open home. Those seriously considering its purchase are advised to register their interest immediately.

FOR SALE



128b King Street, Rangiora



Legal Description	LOT 1 DP 13201 Flat 2 DP 35153 and garage 2 DP 35153
Rateable Value	\$240,000
Land Value	\$62,000
Floor Area	70m2
Land Area	n/a
Year Built	1970-1979s
Rates	\$2720.89
Chattels	Cooktop/Electric oven, Fixed Floor Coverings, Drapes, Blinds, Heat pump, Light fittings, TV Aerial.

Please be aware that this information has been sourced from third parties including Property-Guru/Christchurch City Council/CERA and we have not been able to independently verify the accuracy of the same land and floor area measurements are approximate and boundary lines are indicative only.



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE**

Guaranteed Search Copy issued under Section 60 of the Land Transfer Act 2017



R. W. Muir
Registrar-General
of Land

Identifier **CB14A/1427**
Land Registration District **Canterbury**
Date Issued 09 October 1974

Prior References

CB500/77

Estate Fee Simple - 1/4 share
Area 1085 square metres more or less
Legal Description Lot 1 Deposited Plan 13201

Registered Owners

Justine Leonie Goodwin

Estate	Leasehold	Instrument	L 11739.4
		Term	999 years from 30.8.1974

Legal Description Flat 2 Deposited Plan 35153 and Garage 2
Deposited Plan 35153

Registered Owners

Justine Leonie Goodwin

Interests

11739.4 Lease of Flat 2 and Garage 2 DP 35153 Term 999 years from 30.8.1974 Composite CT CB14A/1427 issued - 9.10.1974 (affects fee simple)

11739.5 Lease of Flat 3 and Garage 3 DP 35153 Term 999 years from 30.8.1974 Composite CT CB14A/1428 issued - 9.10.1974 (affects fee simple)

11739.6 Lease of Flat 4 and Garage 4 DP 35153 Term 999 years from 30.8.1974 Composite CT CB14A/1429 issued - 9.10.1974 (affects fee simple)

A178660.5 Lease of Flat 1 DP 68241 and Garage with Flat 1 DP 35153 Term 999 years commencing on 30.8.1974 Composite CT CB39D/673 issued - 19.6.1995 at 11.45 am (affects fee simple)

10883025.2 Mortgage to Westpac New Zealand Limited - 31.8.2017 at 10:16 am

J.A. McLeod
Registered Owner

H. Rowland
Registered Surveyor

I HEREBY CERTIFY THAT THE BUILDINGS SHOWN HEREON ARE WITHIN THE BOUNDARIES OF C.T. 500/77

Total Area
Complied in C.T. 500/77

I, Frank Nelson, Partner in the Firm of Nelson, Partners, of Christchurch, Registered Surveyors and Planners, do hereby certify that the above is a true and correct plan of the land shown hereon, and that the same has been surveyed and measured in accordance with the regulations and provisions of the Survey Act, 1908, and that the same has been approved by the Registrar of Land.

Dated at Christchurch, this 21st day of July 1974.


Registered Surveyor
No. 15, B. 74

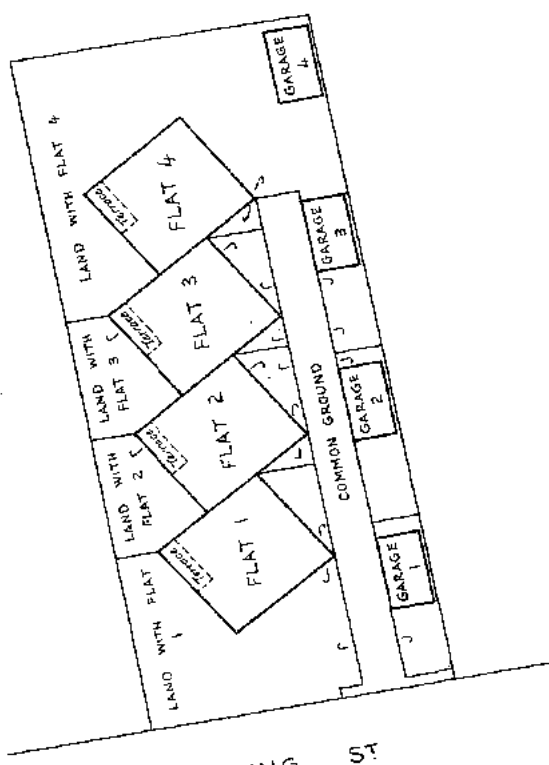
Reference Plans D.P. 13201

Approved as to Survey
16.8.74
District Surveyor

Deposited this 22nd day of August 1974
District Land Registrar

FIG. 1: 200.
Received 14.8.76
OP35153

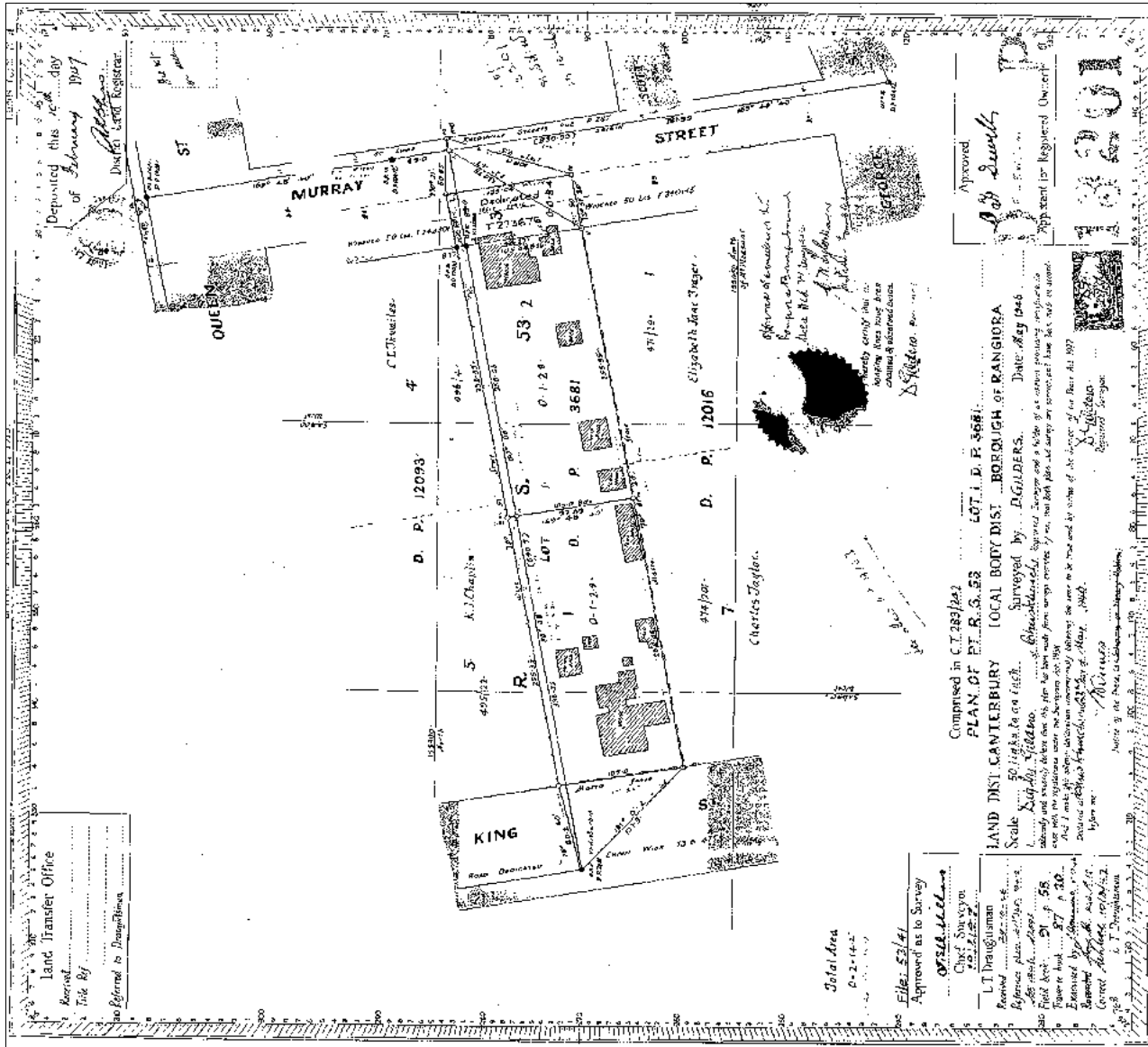




KING ST

LAND DISTRICT CANTERBURY
SURVEY BLK & DIST. VI RANGIORA
BLOCKS 177 SHEET NO. 5.76

LOCAL AUTHORITY BOROUGH OF RANGIORA
Surveyed by E.M. PARNHAM
Scale 1:200 Date JULY 1974



24 September 2019

Mrs J Goodwin
51 Railway Road
Rangiora 7400



Home Insurance

Policy number

AHM013005687

Page 1 of 1

Certificate of Currency.

Who's insured	Justine Goodwin
Period of insurance	31 August 2019 to 31 August 2020
Insured address	Unit 2, 128 King Street, Rangiora 7400
Home Sum Insured	\$292,600
Home excess	\$400
Interested party	Westpac New Zealand Limited

Special terms

The following special terms apply: None

This Certificate of Currency should be read together with your policy schedule and your Home Insurance policy document.

If you have any questions or would like to make any changes to your insurance, please call us on **0800 500 213** or email customerservice@aainsurance.co.nz.

Kind regards

The AA Insurance Team

We're here to
get things sorted.

0800 500 213

aainsurance.co.nz

Tax Invoice

Justine Goodwin
Flat 2
128 King Street
Rangiora 7400

Phone: 022 657 6902 - Justine
Email: Jules.dorrian@mbie.govt.nz

Date
10 Sep 2019

Payment Claim/Invoice Number
INV-4782

Reference
QU3849 - F2, 128 King

PO Box 20390
Bishopdale
Christchurch 8543
NEW ZEALAND

Admin: 03 358 6440
Email: info@consol2003.co.nz

GST Number
085-715-690

Description	Quantity	Unit Price	Amount
QU3849 GARAGE SURROUND - PLAIN CONCRETE Remove existing concrete, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse	24.00	100.00	2,400.00
ENTRANCE PATH - PLAIN CONCRETE Remove existing concrete, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse	4.60	100.00	460.00
QU3852 SHARED DRIVE - FLAT 2 SHARE DRIVEWAY - COMMON AREA (C) AS PER PLAN Remove existing concrete, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse and expansion cuts as required - SHARED BETWEEN 4 UNITS (\$12,100.00 / 4 units = \$3,025.00 + GST each)	1.00	3,025.00	3,025.00
DRIVEWAY ASPHALT STRIP - COMMON AREA Asphalt make-up strip to footpath - SHARED BETWEEN 4 UNITS (\$460.00 / 4 units = \$115.00 + GST each)	1.00	115.00	115.00
LETTERBOX PAD - Excavate, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse -SHARED BETWEEN 4 UNITS (\$700.00 / 4 = \$175.00 + GST each)	1.00	175.00	175.00
ADJUSTMENT OF GARAGE DOOR	1.00	20.65	20.65
		Subtotal	6,195.65

PAYMENT ADVICE

To: Concrete Solutions 2003 Limited
PO Box 20390
Bishopdale
Christchurch 8543
Canterbury
NEW ZEALAND

Customer Justine Goodwin
Payment Claim/ Invoice Number INV-4782
Amount Due 0.00
Due Date 20 Oct 2019
Amount Enclosed

Enter the amount you are paying above

Description	Quantity	Unit Price	Amount
		Total GST 15%	929.35
		TOTAL NZD	0.00

Due Date: 20 Oct 2019

This is a Payment Claim that has been issued under the Construction Contract Act (2002)

PAYING ONLINE? Please enter Name and Invoice Number as payment reference to:

ANZ Bank: 06-0821-0397260-00

CONCRETE SOLUTIONS

2003 LIMITED

Tax Invoice

Justine Goodwin
Flat 2
128 King Street
Rangiora 7400

Phone: 022 657 6902 - Justine
Email: Jules.dorrian@mbie.govt.nz

Date
10 Sep 2019

Payment Claim/Invoice Number
INV-4782

Reference
QU3849 - F2, 128 King

PO Box 20390
Bishopdale
Christchurch 8543
NEW ZEALAND

Admin: 03 358 6440
Email: info@consol2003.co.nz

GST Number
085-715-690

Description	Quantity	Unit Price	Amount
QU3849 GARAGE SURROUND - PLAIN CONCRETE Remove existing concrete, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse	24.00	100.00	2,400.00
ENTRANCE PATH - PLAIN CONCRETE Remove existing concrete, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse	4.60	100.00	460.00
QU3852 SHARED DRIVE - FLAT 2 SHARE DRIVEWAY - COMMON AREA (C) AS PER PLAN Remove existing concrete, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse and expansion cuts as required - SHARED BETWEEN 4 UNITS (\$12,100.00 / 4 units = \$3,025.00 + GST each)	1.00	3,025.00	3,025.00
DRIVEWAY ASPHALT STRIP - COMMON AREA Asphalt make-up strip to footpath - SHARED BETWEEN 4 UNITS (\$460.00 / 4 units = \$115.00 + GST each)	1.00	115.00	115.00
LETTERBOX PAD - Excavate, box, prep and place 20MPA Plain concrete 100mm thick - includes 100mm AP40 basecourse - SHARED BETWEEN 4 UNITS (\$700.00 / 4 = \$175.00 + GST each)	1.00	175.00	175.00
		Subtotal	6,175.00

PAYMENT ADVICE

To: Concrete Solutions 2003 Limited
PO Box 20390
Bishopdale
Christchurch 8543
Canterbury
NEW ZEALAND

Customer	Justine Goodwin
Payment Claim/ Invoice Number	INV-4782
Amount Due	7,101.25
Due Date	20 Oct 2019
Amount Enclosed	

Enter the amount you are paying above

Scope of Works

CLM/2011/053900



Customer:

Document explanatory note:

This document provides a summary of the earthquake damage identified by the EQC assessment team. Land, building and room by room damage is listed along with an indication of how this damage is to be repaired. A glossary of terms describing the type of damage that may be listed on your Scope of Works is provided at the end of this document.

Assessment of Property at 2/128 KING STREET, RANGIORA 7400 on 8/09/2011

Site

Element	Damage	Repair
Land (Exposed - Soil - 1085.00 m2)		
Land (Under dwelling - Soil - 75.00 m2)		

Services

Element	Damage	Repair
Sewerage (Town Connection - PVC Pipe - 20.00 l/m)	No Earthquake Damage	
Water Supply (Town Connection - Plastic - 20.00 l/m)	No Earthquake Damage	

Main Building

Exterior

Elevation (North wall)

Element	Damage	Repair
Wall Cladding (Stucco - Concrete - 22.41 m2)	Cracking to paint	Paint wall 22.41 m2
Wall framing (Timber Frame - Timber - 22.41 m2)	No Earthquake Damage	

Elevation (South wall)

Element	Damage	Repair
Wall Cladding (Stucco - Concrete - 22.41 m2)	Cracking to paint	Paint wall 22.41 m2
Wall framing (Timber Frame - Timber - 22.41 m2)	No Earthquake Damage	

Elevation (East wall)

Element	Damage	Repair
No Damage		

Elevation (West wall)

Element	Damage	Repair
No Damage		

Foundations (Concrete slab)

Element	Damage	Repair
No Damage		

Roof (Clay tile)

Element	Damage	Repair
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No Damage

Interior

Ground Floor - Lounge

Room Size: 4.50 x 3.60 = 16.20 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Wallpaper / paint - 16.20 m2)	Cosmetic Damage	Remove, dispose and replace wall paper - Paint 16.20 m2
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage	
Floor (Concrete - Carpet - 16.20 m2)	No Earthquake Damage	
Heating (Electric - Heat pump - 1.00 item)	No Earthquake Damage	
Heating (Wood - Wood burner - 1.00 Item)	No Earthquake Damage	
Wall covering (Gib - Lining paper / paint - 38.88 m2)	Cosmetic damage	Remove, dispose and replace lining paper 38.80 m2
	Cosmetic damage	Paint wall 38.80 m2
Window (Aluminium Awning - Pane single glazed - 1.00 No of)	No Earthquake Damage	

Ground Floor - Kitchen

Room Size: 2.40 x 4.10 = 9.84 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Wallpaper / paint - 9.84 m2)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage	
Floor (Concrete - Carpet - 9.84 m2)	No Earthquake Damage	
Hob (Gas - Standard Spec - 1.00 item)	No Earthquake Damage	
Kitchen joinery (Medium Spec - MDF - 1.00 item)	No Earthquake Damage	
Range Hood (Over Head - Standard spec - 1.00 item)	No Earthquake Damage	
Wall covering (Gib - Wall paper / paint - 31.20 m2)	Cosmetic damage	Remove, dispose and replace wallpaper - paint 31.20 m2
Window (Aluminium Awning - Pane single glazed - 1.00 No of)	No Earthquake Damage	
Work top (Kitchen work top - Laminate - 2.80 l/m)	No Earthquake Damage	

Ground Floor - Hallway

Room Size: 0.90 x 3.40 = 3.06 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Gib - Wallpaper / paint - 3.06 m2)	No Earthquake Damage	
Floor (Concrete - Carpet - 3.06 m2)	No Earthquake Damage	
Wall covering (Gib - Paint - 20.64 m2)	Cosmetic damage	Remove, dispose and replace wallpaper 20.60 m2

Ground Floor - Bathroom

Room Size: 2.30 x 1.70 = 3.91 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
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No Damage

Ground Floor - Bedroom (Master)

Room Size: 3.80 x 3.10 = 11.78 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Wallpaper / paint - 11.78 m2)	No Earthquake Damage		
Door (External) (Sliding / Ranch sliding door - Aluminium - 1.00 item)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Carpet - 11.78 m2)	No Earthquake Damage		
Wall covering (Gib - Wallpaper - 33.12 m2)	Cosmetic damage	Remove, dispose and replace wallpaper	33.12 m2

Ground Floor - Bedroom (Mid hall)

Room Size: 3.60 x 2.40 = 8.64 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Wallpaper / paint - 8.64 m2)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Carpet - 8.64 m2)	No Earthquake Damage		
Wall covering (Gib - Wallpaper - 28.80 m2)	Cosmetic damage	Remove, dispose and replace wallpaper	28.80 m2
Window (Aluminium Awning - Pane single glazed - 1.00 No of)	No Earthquake Damage		

Ground Floor - Toilet

Room Size: 0.80 x 1.50 = 1.20 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
No Damage			

Ground Floor - Laundry

Room Size: 1.90 x 1.80 = 3.42 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Wallpaper / paint - 3.42 m2)	No Earthquake Damage		
Door (External) (Single glass door - Timber - 1.00 item)	No Earthquake Damage		
Floor (Concrete - Vinyl - 3.42 m2)	No Earthquake Damage		
Wall covering (Gib - Wall paper / paint - 17.76 m2)	Cosmetic damage	Paint wall	17.76 m2
Wash tub (Single - Stainless Steel - 1.00 item)	No Earthquake Damage		
Window (Aluminium Awning - Pane single glazed - 1.00 No of)	No Earthquake Damage		

External garage

Exterior

Roof (Rolled metal)

Element	Damage	Repair	
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No Damage

Foundations (Concrete slab)

Element	Damage	Repair
No Damage		

Elevation (North)

Element	Damage	Repair
No Damage		

Elevation (South wall)

Element	Damage	Repair
No Damage		

Elevation (East wall)

Element	Damage	Repair
No Damage		

Elevation (West wall)

Element	Damage	Repair
No Damage		

Interior

Ground Floor - Room (Other) (Garage)

Room Size: 2.30 x 5.50 = 12.65 (length(m) x width(m) = Area Size(m²))

Stud Height: 2.20 m

Element	Damage	Repair
Door (External) (Single solid Door - Timber - 1.00 item)	No Earthquake Damage	
Floor (Concrete - Concrete - 12.65 m ²)	No Earthquake Damage	
Garage door (Other - Wood - 1.00 No of)	No Earthquake Damage	
Wall framing (Block - Block - 34.32 m ²)	Cosmetic damage	Grind out and re-mortar 5.00 l/m

Scope of Works - Glossary of Terms

Cosmetic Damage	Cosmetic damage is used to record repairs to an element that can be done in situ e.g. minor cracking to plasterboard. For example a repair strategy may state "rake, stop and paint" and this is carried out without needing to remove or replace the damaged element. Where the plasterboard for example needs to be removed and replaced, this will be recorded as 'structural damage'.
Impact Damage	Impact damage is where an element or part of a building sustains earthquake damage and then breaks away or collapses causing damage to another part of the building. An example is a chimney that has collapsed and caused damage to roof tiles.
Structural Damage	The term structural damage is used where a repair requires an element to be removed and replaced e.g. major cracking to plasterboard or external cladding that has been dislodged. This term does not relate to the structural integrity of the building as a whole, but to the individual element only.

Additional Information

Building Terms	The Department of Building and Housing website has a comprehensive list of common building terms: http://www.dbh.govt.nz/building-az-wxyz
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Consenting & Compliance Group

Producer statement construction (PS3)

All sections of this PS3 must be completed

Tick applicable Contractor for:

- Building, Waterproof Membranes, Mechanical (HVAC), Emergency Lighting, Drainlayer, Solar Heating, Cladding, Fire Alarm, Other (specify): ROOFING, Escalator, Lift

Author name:

DAVID BEAUMONT

Author company:

BEAUMONT ROOFING LTD

Site address:

2/128 KING STREET RANGIORA

Description of building work:

REDO MORTAR WORK ON RIDGE LINE AND GABLE ENDS

Owners Details:

Scope of work covered by statement:

RMORTAR RIDGE LINES AND GABLE ENDS

System/Product used (if applicable):

MORTAR AND SELLEYS FLEXIBLE MORTAR

I (constructor): DAVID BEAUMont

have been engaged by (applicant, designer, main contractor etc) to construct: [X] part [] all

As specified in the attached particulars of Building Consent Number: NA and its attached conditions I am satisfied on reasonable grounds that the building work specified above has been completed to the extent required by that Building Consent and complies with the NZ Building Code.

NZBC clauses: [select as applicable]

- B1, B2, C1, C2, C3, C4, C5, C6, D1, D2, E1, E2, E3, F1, F2, F3, F4, F5, F6, F7, F8, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, G15, H1

I understand that this Producer Statement, if accepted, may be relied on by the Council for the purpose of establishing compliance with the Building Consent.

Registration No:
LPB119115

Or N/A

Qualifications/Experience:
35 YEARS ROOFING

Address:
33 MARRIOTTS ROAD CHRISTCHURCH

Postcode:
8063

Phone:
039810278

Fax:

Mobile:
0212234200

Email:
dave@beaumontroofing.co.nz

Signature:



Date: 31/7/19

CONSTRUCTION COMPLETION INSPECTION

Address: 2/128 King st Rangiora.
 Claim Number: 2011/053900
 Contractor: SBS construction.
 Works Supervisor: John Vine

Inspection completed by: John Vine
 Others present: Justine Goodwin, Simon Bassett-Smith
 Date: H/O Contractor

This document is a record of the Construction Completion Inspection carried out at the above address. It documents that all work specified in the Scope of Work and authorised by the Works Order (including all Variations to that Works Order) and has been carried out by the Contractor to a workmanlike standard, is in accordance with any regulations, and is to the satisfaction of EQC.

- 1. Has all work completed as per approved Scope of Work? (If NO, detail what/why) Yes No
- 2. All Variations completed? (If YES, detail below) N/A Yes No
- 3. Are there any quality issues or minor defects? (If YES, detail below) Yes No
- 4. Is there any significant deferred work? (if YES, detail below) Yes No
- 5. All required technical inspections (Council, Engineer or LBP) completed and documented? N/A Yes No
- 6. Are all required compliance documents present at Completion Inspection N/A Yes No

ALL VARIATIONS COMPLETED (BRIEF DESCRIPTION)	As per variation approval	Quality
VO1		
VO2		
VO3		
VO4		

MINOR DEFECTS

Minor defects are considered those that can be remedied promptly and do not have any impact on the overall quality or finish of the work. The Works Supervisor is to follow up and ensure that all minor defects are rectified by the date shown below.

- 1.
- 2.
- 3.
- 4.
- 5.

Date that all minor defects will be rectified: / /

SIGNIFICANT DEFERRED WORK

Significant Deferred Work is work defined in the Scope of Work that cannot be completed until a later time (i.e. Garage rebuilds, external painting, awaiting components from overseas etc.).

Brief description:

[Redacted area for brief description]

Proposed date for commencement of Significant Deferred Work: / /

SIGNATURES

This is to advise that the earthquake repair work performed under this contract has been reviewed, and has been agreed to have been completed as per the Approved Scope of Work and any Approved Variations, excluding any minor defects noted.

Works Supervisor

John Vine. [Signature] 8/18/19.
Contractor

X SIMON BASSETT-SMITH 29/7/19

Works Leader-

EQC/QA DATV MUM [Signature] (PHOTOS SIGNED) 8/18/19

Homeowner (or their authorised representative)

X Justine Goodwin [Signature] 8/18/19
Name Signature Date

If the Homeowner's signature is not obtained for any reason, please state the reason below:

[Redacted area for reason]

NOTES

EQC/QA DID NOT ATTEND SIGN OFF - PHOTOS OF COMPLETED WORK SIGNED

FOR OFFICE USE

Table with 2 columns: Description (ECM UPDATED, ALL MINOR DEFECTS CONFIRMED AS RECTIFIED*, ALL ACTIONS COMPLETED) and Date (Initials, Date).

*Note: Practical Completion Certificate not to be issued until it is confirmed that all minor defects have been rectified.

Memorandum from licensed building practitioner: Record of building work

Section 88, Building Act 2004

Please fill in the form as fully and correctly as possible.

If there is insufficient room on the form for requested details, please continue on another sheet and attach the additional sheet(s) to this form.

THE BUILDING	
Street address:2-128 King St	
Suburb:Rangiora	
Town/City:	Postcode:

THE PROJECT
Building consent number:EQC #2011/053900

THE OWNER(S)	
Name(s):	
Mailing address:	
Suburb:	PO Box/Private Bag:
Town/City:	Postcode:
Phone number:	Email address:

RECORD OF WORK THAT IS RESTRICTED BUILDING WORK

PRIMARY STRUCTURE

Work that is restricted building work	Description of restricted building work	Carried out or supervised
Tick <input checked="" type="checkbox"/>	If necessary, describe the restricted building work.	Tick <input checked="" type="checkbox"/> whether you carried out the restricted building work or supervised someone else carrying out the restricted building work.
Foundations and subfloor framing <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Walls <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Roof <input checked="" type="checkbox"/>	remove,replace damaged roofing tile,mortar	<input type="radio"/> Carried out <input checked="" type="radio"/> Supervised
Columns and beams <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Bracing <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Other <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised

EXTERNAL MOISTURE MANAGEMENT SYSTEMS

Work that is restricted building work	Description of restricted building work	Carried out or supervised
Tick <input checked="" type="checkbox"/>	If necessary, describe the restricted building work.	Tick <input checked="" type="checkbox"/> whether you carried out the restricted building work or supervised someone else carrying out the restricted building work.
Damp proofing <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Roof cladding or roof cladding system <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Ventilation system (for example, subfloor or cavity) <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Wall cladding or wall cladding system <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Waterproofing <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised
Other <input type="checkbox"/>		<input type="radio"/> Carried out <input type="radio"/> Supervised

ISSUED BY

Name and contact details of the licensed building practitioner who is licensed to carry out or supervise restricted building work.

Name: **Simon Bassett-Smith**

LBP number: **104582**

Class(es) licensed in: **Carpentry**

Plumbers, Gasfitters and Drainlayers registration number (if applicable):

Mailing address (if different from below):

Street address/Registered office: **47 Melton Grange Rd R.D.1**

Suburb: **West Melton**

Town/City: **Christchurch**

PO Box/Private Bag

Postcode: **7671**

Phone number: **3477-699**

Mobile: **0274-386-688**

After hours:

Fax:

Email address: **sbschoppers@gmail.com**

Website:

DECLARATION

I, **Simon Bassett-Smith** carried out or supervised the restricted building work recorded on this form.

Signature: 

Date: **9.8.19**

9 August 2019

Tel: 0800 DAMAGE (326 243)
Email: info@eqc.govt.nz

Ms Justine Goodwin
51 Railway Road
Rangiora, 7400
Waimakariri District

Dear Justine

CLM/2011/053900

Damaged location: 2/128 King Street, RANGIORA, 7400

This letter is to confirm that earthquake repair works at the above address are now complete.

Included with this letter are the sign off documents, from contractors etc., which may be required if you should sell your property, so please keep these safe.

If you would like any other documents or information regarding your claim, this can be requested by visiting our website www.eqc.govt.nz and completing a form on the 'contact us' page.

Kind regards,

Karin Rhoda
Claims Advisor
Earthquake Commission

EXEMPT BUILDING WORK
FILE RECORD

CLAIM NUMBER:

2011 053900

THIS IS A RECORD OF THE DECISION TO COMPLETE EARTHQUAKE REPAIRS WITHOUT BUILDING CONSENT. THE WORKS DESCRIBED HAVE BEEN DETERMINED AS EXEMPT FROM THE NEED FOR BUILDING CONSENT.

PROPERTY ADDRESS: 2/129 King st Rangiora

DATE 26-9-18

HUB Princess st

CONT. SUPERVISOR John Vine.

PROPERTY CONTACT NAME:

CONTACT DETAILS: PH.(1) EMAIL:
PH.(2)

CONTRACTOR:

SITE SUPERVISOR NAME:

CONTACT DETAILS: PH. EMAIL:

A brief description of the work is as follows (and as otherwise described within the body of the claim file);

Repair cracks to exterior plaster, replaster & paint.
Remove lining paper to walls, rake out plaster skim & paint in laundry hallway & bathroom
Rake out plaster & paint ceiling to bathroom, laundry & hallway.
Paint exterior to garage after crack repair

Accordingly I have determined that this work is exempted under Schedule 1(.....)of the Building Act 2004

This assessment and record was completed by myself as an authorised agent of The Fletcher Construction Company Limited, acting under the delegated authority of the company to determine exempted work on behalf of the owner.

Provided to homeowner/agent Name)..... John Vine, Date 26/9/18
(provided to the property owner or his/her authorised agent on request only).

Note¹ The homeowners/agents authority to apply Exemption status is given in the Building Act 2004, Schedule 1, this exemption information is augmented by supplementary guidance issued by The Department of Building & Housing and by the relevant Councils (i.e. - CCC Form B390).

Note² Only work prescribed within Schedule 1(a- j) and (m & n)of the Building Act 2004 is recorded on this form.

Note³ Work Exempted under Schedule 1(k) of the Building Act 2004 is not to be recorded on this form. Claimants should refer to the formal "Exemption from building consent" records of the relevant City or District Council. (viewing EQR Aconex File Recording System may assist).

Note⁴ For background information refer to 'Your guide to the repair process (with Fletcher EQR)' the home owners information bulletin provided by EQR staff, usually the Community Liaison Officer, just prior to or at the time of the scoping of the works.

Note⁵ This record applies to earthquake damaged residential buildings in the Canterbury Region following earthquake events of 2010/2011.

Note⁶ Building remediation work for the majority of Fletcher EQR projects is completed by Licensed Building Practitioners (LBP's)

Note⁷ This record will usually be completed by the Contracts Supervisor, but may be completed by his/her immediate (Hub) Works Manager.

Note⁸ This record is held in the Fletcher EQR Aconex File Recording System (an online information management system).

Exempt Building Works Record



This is a record of the decision to complete earthquake repairs without building consent, as the works described have been determined as exempt from the need for building consent.

Street Address: 2/128 King st

Claim Number: CLM/2011/053900

Suburb: Rangiwa

City/Town: CHRISTCHURCH

Briefly describe the work (as otherwise described within the body of the claim file)

Repair mortar tiles to roof

Accordingly, I have determined that this work is exempted under Schedule 1() of the Building Act 2004

Name: SIMON BARRETT-SMITH

Signature:

Position: DIRECTOR

Date: 29.7.19

Office: SBS CONTRACTING

Provided to Homeowner/Agent?

(Provide to property owner or authorised agent on request only)

[Yes] [No]

Name of Recipient:

Date sent:

Note¹ The homeowners/agents may apply for exemption status if the building work falls within Exempted Building Work under Schedule 1 to the Building Act 2004. This exemption information should be read in conjunction with any supplementary guidance issued by The Ministry of Business Innovation & Employment, and by the relevant Councils (i.e. CCC Form B390).

Note² Only work that falls within Part 1, clauses 3-31 of Schedule 1 to the Building Act 2004 is recorded on this form.

Note³ Work exempted under Part 2 of Schedule 1 to the Building Act 2004 is not to be recorded on this form. For this work, claimants should refer to the formal "Exemption from Building Consent" records of the relevant City or District Council.

CONSTRUCTION COMPLETION INSPECTION

SIGNIFICANT DEFERRED WORK

Significant Deferred Work is work defined in the Scope of Work that cannot be completed until a later time (i.e. Garage rebuilds, external painting, awaiting components from overseas etc.).

Brief description:

Proposed date for commencement of Significant Deferred Work: / /

SIGNATURES

This is to advise that the earthquake repair work performed under this contract has been reviewed, and has been agreed to have been completed as per the **Approved Scope of Work** and any **Approved Variations**, excluding any minor defects noted.

Works Supervisor

John Vine. *John Vine* 26/9/18.

Contractor

T Johnston *T Johnston* 26/9/18.

Works Leader — EQC/OA

JOHN MCURT *John* 26/9/18

Homeowner (or their authorised representative)

X Justine Goodman *J L Croodlin* 26/9/18.
Name Signature Date

If the Homeowner's signature is not obtained for any reason, please state the reason below:

NOTES

Damage to drains & drive with Southern Response. via Jules

FOR OFFICE USE

ECM UPDATED	/ /
ALL MINOR DEFECTS CONFIRMED AS RECTIFIED*	/ /
ALL ACTIONS COMPLETED (Letter, PCC issued, etc.)	/ /
Initials	Date

*Note: Practical Completion Certificate not to be issued until it is confirmed that all minor defects have been rectified.

CONSTRUCTION COMPLETION INSPECTION

Address	2/128 King Street, Rangiora, 7400
Claim Number	CLM/2011/053900
Contractor	McBride Construction
Works Supervisor	John Vine

Inspection completed by: *John Vine* Date *26/9/18*
 Others present: *Tom Johnston* Contractor
Justine Goodwin H/O
John McKay ERC QS.

This document is a record of the Construction Completion Inspection carried out at the above address. It documents that all work specified in the Scope of Work and authorised by the Works Order (including all Variations to that Works Order) and has been carried out by the Contractor to a workmanlike standard, is in accordance with any regulations, and is to the satisfaction of EQC.

- | | | | |
|----|---|---|---|
| 1. | Has all work completed as per approved Scope of Work? (If NO, detail what/why) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. | All Variations completed? (If YES, detail below) | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. | Are there any quality issues or minor defects? (If YES, detail below) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. | Is there any significant deferred work? (if YES, detail below) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. | All required technical inspections (Council, Engineer or LBP) completed and documented? | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. | Are all required compliance documents present at Completion Inspection | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

ALL VARIATIONS COMPLETED (BRIEF DESCRIPTION)	As per variation approval	Quality
VO1 <i>Extra Works required to hallway, bedroom, laundry</i>		
VO2 <i>skirting to hallway, uplift/relay carpet floor protection</i>		
VO3 <i>Paint Manhole Cover & trim, Grind out remainder</i>		
VO4		

MINOR DEFECTS

Minor defects are considered those that can be remedied promptly and do not have any impact on the overall quality or finish of the work. The Works Supervisor is to follow up and ensure that all minor defects are rectified by the date shown below.

-
-
-
-
-

Date that all minor defects will be rectified: / /

Contractor Producer Statement for Construction

CONTRACT: 2/128 King Street, Rangiora CLM/2011/053900

THIS STATEMENT IS ISSUED BY: McBride Construction Ltd
49 Braddon Street, Addington

ISSUED TO: the Earthquake Commission

IN REGARDS TO: the work completed by the Contractor (and Sub-Contractors where applicable) at
the following address: 2/128 King Street, Rangiora

The above Contractor has contracted to the Earthquake Commission to carry out and complete the building works required in accordance with the above named Contract, Works Order and Scope of Works for the address specified above.

Description of the building work covered by this Statement - please ensure that you provide a breakdown of the work completed and also that the description includes only the work that is covered by this Statement, and where necessary distinguishes between work completed by the Contractor and any work completed by a Sub-Contractor.

Waterblast to exterior

Plaster and paint repairs to elevations - exterior

Note: All of the above covered under the sub-contractors Producer Statement

Plaster and paint repairs to Hallway, Bathroom, Laundry

Remove and relay carpet - Hallway

Remove and refit mirror - Bathroom

Remove and refit towel rails x2 – Bathroom

Remove and reinstate washing machine – Laundry

Grind out and remortar cracks to block wall in garage (Bricklayer memo)

A copy of the completed Record of Works is attached to this Statement.

I, the duly authorised representative of the Contractor, believe on reasonable grounds, that the Contractor (and where applicable the Sub-Contractor) has completed the building works in accordance with the contract, the Works Order and Scope of Works.

I understand that this Producer Statement will be relied upon to confirm that the building works completed in accordance with the contract, the Works Order and Scope of Works has been performed in compliance with best trade practices, the Building Act 2004, and the NZ Building Code with respect to the following applicable clause(s) and where the building works is the subject of a Building Consent, in compliance with the Consent and duly authorised associated amendments.

Signed by:

Date 07/09/18

Qualification (including LBP licence number and class) BP197129

PRODUCER STATEMENT

PAGE 1 OF 1 MS-SF0704-A





ASBESTOS ANALYSIS REPORT

Friday 13th July 2018

Reference No: F10068

Laboratory Reference No.	Client Sample No.	Sampling Address/Sampling Location/Description/Dimensions	Fibre Identification Analysis Results
F10068.1	1	2/128 King Street, Rangiora 7400 Hallway walls © White plaster material with fibrous lining attached Sample weight: 9.35 g	Organic Fibres Synthetic Mineral Fibres No Asbestos Detected
F10068.2	2	2/128 King Street, Rangiora 7400 Bathroom walls © Grey painted plaster material with fibrous lining attached Sample weight: 9.18 g	Organic Fibres No Asbestos Detected
F10068.3	3	2/128 King Street, Rangiora 7400 Bathroom ceilings © White painted plaster material with fibrous lining attached Sample weight: 8.22 g	Organic Fibres Synthetic Mineral Fibres No Asbestos Detected
F10068.4	4	2/128 King Street, Rangiora 7400 Laundry walls © White painted plaster material Sample weight: 8.75 g	Organic Fibres No Asbestos Detected
F10068.5	5	2/128 King Street, Rangiora 7400 Laundry ceilings © White painted plaster material with fibrous lining attached Sample weight: 9.20 g	Organic Fibres Synthetic Mineral Fibres No Asbestos Detected
F10068.6	6	2/128 King Street, Rangiora 7400 Garage walls © Mortar Grey particulate material Sample weight: 10.17 g	Organic Fibres No Asbestos Detected

Note: The results contained in this report relate specifically to the samples submitted.

Positive samples have been highlighted.

This document may not be reproduced except in full.

Identified By:

Belinda Hughes PgDip (Envr)
Laboratory Technician

Reviewed By:

Jessica Campbell BSc (Geol & Geog)
Laboratory/ Quality Manager

AUDIT FORM QA COVER REPORT

Repair Type: Schedule 5
Remedial
Specialist

CLM # 2011/053900 Address: 2/128 KING STREET - RANGIORA
S/O Appointment Time/Date: 11am

C/S JOHN VINE Present Contractor M. BRIDFE CONSTRUCTION Present
H/O Present Yes No Contractor's Rep TOM JONHSTON Position PROJECT MANAGER
Any Incomplete Work noted Yes No Any Deferred Works noted Yes No Subfloor Inspected by QA Yes No N/A
Any Potential Negative V/O's Yes No COMPLETED Any Defects noted Yes No First S/O Attendance at this Repair by QA Yes No

- Result 1 Signed off at first visit, no repair issues
- Result 7 Signed off, previously identified repair issues now addressed
- Result 8 Final site visit, Defects to be remedied
- Result 9 No Final Result Logged
- Result 2 Appointment Cancelled
- Result 3 No Show
- Result 5 Agreed Quality Defect (not signed off)

AUDIT SUMMARY

Outcomes based on non-invasive observational inspections on completion of work.

	Met	Minor Defects	Not Met	N/A
1 Underfloor CARPET - GRIND & REPAIRING BLOCK TO INTERIOR OF CARPET	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2 Wallpaper and paperhanging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 Painting } LAUNDRY, BATHROOM, HALLWAY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Plastering } (WALLS & CEILING)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Masonry EXTERNAL WALLS - PLASTER REPAIR & PAINT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Glazing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Engineers Report Complied With/Inspection Visits Signed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3 Other: <u>NEW SIGNINGS TO HALLWAY & LAUNDRY</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1 All Works Completed on AOW	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If not specify (please circle) VO issued / Defective workmanship / WND				
0 HO Initiated Work That May Impact EQ Repairs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(Note in detail on next page)	

Overall Rating (lowest grade from above)	Met	Minor Defects	Not Met	N/A
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: PAYOUT FOR POTENTIAL DRAINAGE DAMAGE.

Requested by: J. M. Lay Name: JOHN MILLY Date: 26/9/18

THE FOLLOWING HAVE BEEN COMPLETED:

- Spreadsheet updated
- Photos uploaded
- Risk assessment completed
- CMS note added

Notes of Note

See record on the following page(s):

Who actually attended sign-offs. (Names and position in EQR/EQC):
 What physical inspections were made during sign-off, and any pre sign-off inspections. (i.e. did you look under the floor, if not why not?)
 What role EQR played in the supervision of the work, worked on the property, or just signed the work off (not cosmetic work).
 What role EQR played in the supervision and final sign off of the work. I.e. did EQR identify issues and issue directives to resolve the issues.
 What role engineers played in the supervision and sign off of work.

SBS**CONTRACTING**

Quote

Simon Bassett-Smith
 47 Melton Grange Road
 R.D.1 West Melton
 Christchurch

After Hours (03)3477-699
 Email : sbschoppers@gmail.com
 Cellphone: 0274-386-688

EQC In House Repair Programme
 Level 11 Majestic Centre
 100 Willis St
 Wellington

Date : **8.7.19****EQC0014 LPB104582**

Description	QTY	Rate	Total
EQC Claim #2011/053900 2-128 King St Rangiora			
To Repair Earthquake Damage			
Roof remove,replace damaged roofing tile mortar	1	\$ 1,897.61	\$ 1,897.61
P&G project management	3hrs	\$ 55.00	\$ 165.00
admin/health & safety	3hrs	\$ 55.00	\$ 165.00
site visits	3	\$ 120.00	\$ 360.00
We confirm that only accredited suppliers have been used to provide products, materials & services in the completion of these works		Sub Total	\$ 2,587.61
		GST	\$ 388.14
		Total	\$ 2,975.75



This is a record of the decision to complete earthquake repairs without building consent, as the works described have been determined as exempt from the need for building consent.

Street Address: 2/128 King Street

Claim Number: CLM/2011/053900

Suburb: Rangiora

City/Town: Christchurch

Briefly describe the work (as otherwise described within the body of the claim file)

Waterblast to exterior
Plaster and paint repairs to elevations - exterior
Note: All of the above covered under the sub-contractors Producer Statement

Plaster and paint repairs to Hallway, Bathroom, Laundry
Remove and relay carpet - Hallway
Remove and refit mirror - Bathroom
Remove and refit towel rails x2 – Bathroom
Remove and reinstate washing machine – Laundry
Grind out and remortar cracks to block wall in garage (Bricklayer memo)

Accordingly, I have determined that this work is exempted under Schedule 1(.....) of the Building Act 2004

Name: Karl McBride

Signature:

Position: Owner/Director

Date: 07/09/18

Office: 49 Braddon Street, Addington

Provided to Homeowner/Agent?

(Provide to property owner or authorised agent on request only)

[Yes] [No]

Name of Recipient:

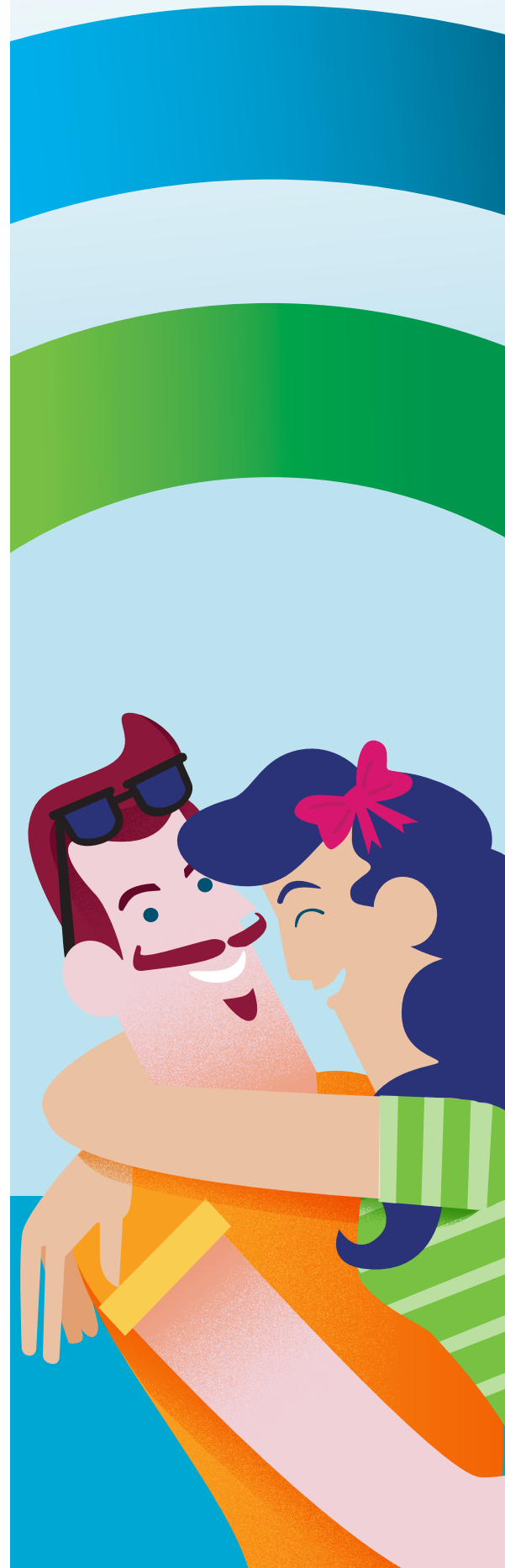
Date sent:



Buying or selling your property?

New Zealand Residential
Property Sale and Purchase
Agreement Guide

Brought to you by the
Real Estate Authority



This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information



About settled.govt.nz and the Real Estate Authority

Settled.govt.nz guides kiwis through home buying and selling.

Buying or selling your home is a big move and one of the biggest financial decisions Kiwis make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. It'll help you feel more in control and help to get you settled. You can find information about the risks, how they can impact you, and get useful tips on how to avoid some of the major potential problems.

You'll learn your tender from your BBO, your price by negotiation from your auction. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, settled.govt.nz explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority (REA). REA is the independent government agency that regulates the New Zealand real estate industry. Our aim is to promote and protect the interests of consumers involved in real estate transactions, and to promote a high standard of professionalism and service in the industry.



For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz

To find out more about REA visit rea.govt.nz, call us on **0800 367 7322** or email us at info@rea.govt.nz



Key things to know about sale and purchase agreements



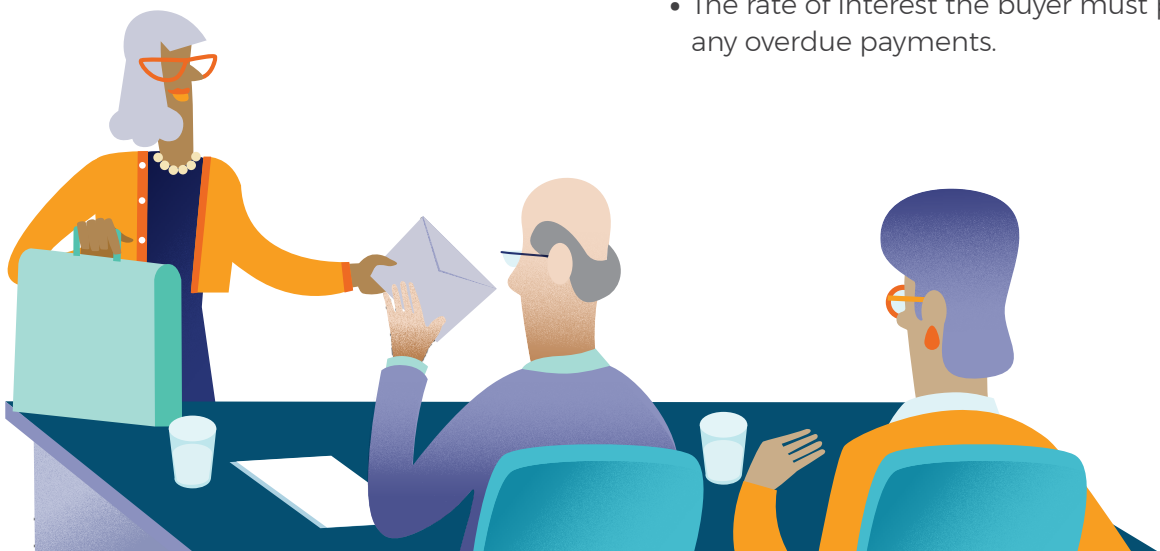
- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate the conditions in a sale and purchase agreement.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- The real estate agent is working for the seller of the property but must treat the buyer fairly.
- If your agent or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you an independent registered valuation of your property.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer needs to sell another property first and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.

Always check your sale and purchase agreement with a lawyer before signing.



Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the agent must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

- The names of the people buying and selling the property.
- The address of the property.
- The type of title (for example, freehold or leasehold).
- The price.
- Any deposit the buyer must pay.
- Any chattels being sold with the property (for example, whiteware or curtains).
- Any specific conditions you or the other party want fulfilled.
- How many working days you have to fulfil your conditions (if there are conditions).
- The settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in).
- The rate of interest the buyer must pay on any overdue payments.

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs.

Your lawyer will explain these clauses to you.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan



The agent helps the buyer and the seller to include the conditions they each want. Even though the agent works for the seller, they also have to deal fairly and honestly with the buyer. They can't withhold any information, and they must tell the buyer about any known defects with the property.

Your agent will probably use the agreement for sale and purchase approved by the Auckland District Law Society and the Real Estate Institute of New Zealand.

- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- builder's report – to determine the condition of the building
- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date.

The buyer pays the deposit. Depending on what the agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. Usually the deposit is held in the agency's trust account for 10 working days before it is released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

Payment of a commission

Once the sale is complete, the seller pays the agent for their services. The agent or agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the

deposit is enough to cover the commission. The agent cannot ask the buyer to pay for their services if they have been hired by the seller.

The buyer pays the rest

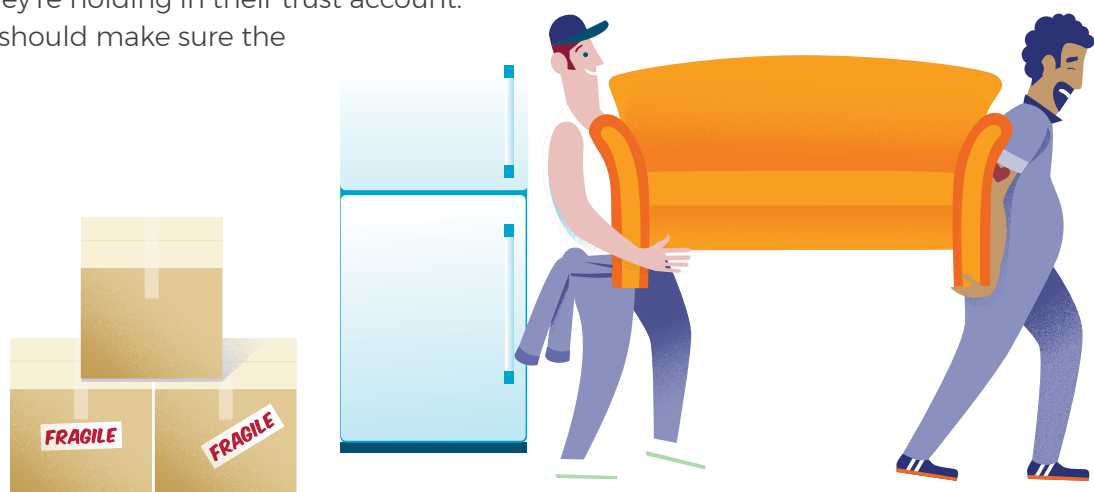
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

The agreement for sale and purchase may contain a specific date for possession that may differ from the settlement date, for instance, where the property is tenanted. If the property is tenanted, the agreement for sale and purchase should specify this.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate, in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.



What happens if you have a problem

If you're worried about the behaviour of your agent, discuss it with them or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA).^{*} We can help in a number of ways if your complaint is about the behaviour of a real estate agent. For example, we can help you and the agent or agency to resolve the issue and remind the agent of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

^{*} Settled.govt.nz is brought to you by REA.

Call us on
0800 367 7322,
email us at
info@rea.govt.nz
or visit us
online at
rea.govt.nz



Where to go for more information

You can get more help and information from various places.

Read more about buying and selling a property at settled.govt.nz

[Settled.govt.nz](http://settled.govt.nz) provides comprehensive independent information and guidance for home buyers and sellers.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres
communitylaw.org.nz

Citizens Advice Bureau
cab.org.nz

Consumer Protection
(Ministry of Business, Innovation and Employment)
consumerprotection.govt.nz

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.



AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR: Justine Leonie Goodwin

PURCHASER:

and/or nominee

The vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement:	Yes/No
--	---------------

PROPERTY

Address: 128b King street, Rangiora, Waimakariri District

Estate:	FEE SIMPLE	LEASEHOLD	STRATUM IN FREEHOLD	STRATUM IN LEASEHOLD
	CROSSEASE (FEE SIMPLE)		CROSSEASE (LEASEHOLD)	(fee simple if none is deleted)

Legal Description:
Area (more or less): 1085 sqm 1/4 share **Lot/Flat/Unit:** 1 **DP:** 13201 **Record of Title (unique identifier):** CB14A/1427

Flat 2 Deposited Plan 35153 and Garage 2 Deposited Plan 35153

PAYMENT OF PURCHASE PRICE

Purchase price: \$

~~Plus GST (if any)~~ OR **Inclusive of GST (if any)**
 If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 14.0):

Deposit (refer clause 2.0): \$ To be paid to the Public Trust O/A New Zealand Real Estate trust Upon Confirmation of this agreement becoming unconditional.

Balance of purchase price to be paid or satisfied as follows:

- (1) By payment in cleared funds on the settlement date which is
 OR
 (2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement: 14% p.a.

CONDITIONS (refer clause 10.0)

Finance condition	LIM required: (refer clause 10.2)	Yes/No
Lender:	Building report required: (refer clause 10.3)	Yes/No
Amount required:	OIA Consent required: (refer clause 10.4)	Yes/No
Finance date:	Land Act/OIA date:	

TENANCIES (if any)

Name of tenant:

Bond:	Rent:	Term:	Right of renewal:
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SALE BY: Smart Real Estate Limited PO Box 19833 CHRISTCHURCH 8241 Ph: 03 384 8600	Manager: Debra Hakaraia Salesperson: Jahna Brennan enquiries.christchurch@smartrealestate.co.nz Licensed Real Estate Agent under Real Estate Agents Act 2008
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It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

Release date: 12 November 2018

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GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (3) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (4) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (5) "Cleared funds" means:
 - (a) An electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines; or
 - (b) A bank cheque, but only in the circumstances permitted by the PLS Guidelines and only if it has been paid strictly in accordance with the requirements set out in the PLS Guidelines.
- (6) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (7) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (8) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (9) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (10) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (11) "LINZ" means Land Information New Zealand.
- (12) "Local authority" means a territorial authority or a regional council.
- (13) "OIA Consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (14) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society.
- (15) "Property" means the property described in this agreement.
- (16) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (17) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (18) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under subclause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (19) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (20) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (21) "Settlement date" means the date specified as such in this agreement.
- (22) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (23) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (24) "Unit title" means a unit title under the Unit Titles Act 2010.
- (25) The terms "principal unit", "accessory unit", "owner", "unit plan", and "unit" have the meanings ascribed to those terms in the Unit Titles Act 2010.
- (26) The term "rules" includes both body corporate rules under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.
- (27) The terms "building", "building consent", "code compliance certificate", "compliance schedule", "household unit", and "commercial on-seller" have the meanings ascribed to those terms in the Building Act.
- (28) The term "title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (29) The terms "going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", and "taxable activity" have the meanings ascribed to those terms in the GST Act.
- (30) The terms "tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (31) The terms "associated person", "conveyancer", "residential land purchase amount", "offshore RLWT person", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (32) The term "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (33) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of subclause 10.2(2) the 15th day of January) in the following year, both days inclusive; and
 - (d) the day observed as the anniversary of any province in which the property is situated.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- (34) Unless a contrary intention appears on the front page or elsewhere in this agreement:
 - (a) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
 - (b) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.2 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 1.2(2).

1.3 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by facsimile; or
 - (iv) by email; or
 - (v) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in subclause 1.3(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
 - (c) in the case of facsimile transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the lawyer's office;
 - (d) in the case of email, when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement;
 - (e) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;

- (f) in the case of sending by secure web document exchange, at the time when in the ordinary course of operation of that secure web document exchange, a notice posted by one party is accessible for viewing or downloading by the other party.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.
- (6) In accordance with section 222 of the Contract and Commercial Law Act 2017, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of an electronic communication, subject to the rules regarding service set out above.

1.4 Interpretation

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
- (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and
- (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and
- (3) where the property is a unit title:
- (a) a pre-settlement disclosure statement, certified correct by the body corporate, under section 147 of the Unit Titles Act 2010; and
- (b) an additional disclosure statement under section 148 of the Unit Titles Act 2010 (if requested by the purchaser within the time prescribed in section 148(2)),
- have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 149(2) of the Unit Titles Act 2010 to postpone the settlement date until after the disclosure statements have been provided; or
- (4) this agreement is cancelled pursuant to subclause 6.2(3)(c) or avoided pursuant to subclause 10.8(5) or, where the property is a unit title and the purchaser having the right to cancel this agreement pursuant to section 151(2) of the Unit Titles Act 2010 has cancelled this agreement pursuant to that section, or has waived the right to cancel by giving notice to the vendor, or by completing settlement of the purchase.

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
- (2) to re-enter the property on or before the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property and the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
- (2) prior to settlement:
- (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
- (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
- (2) prior to settlement:
- (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
- (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under subclause 3.12 or 3.14);
- (2) the vendor's lawyer shall immediately thereafter:
- (a) release or procure the release of the transfer instrument and the other instruments mentioned in subclause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
- (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in subclause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
- (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement.
- 3.9 All obligations under subclause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement, provided that where payment by bank cheque is permitted under the PLS Guidelines, payment may be made by the personal delivery of a bank cheque to the vendor's lawyer's office, so long as it is accompanied by the undertaking from the purchaser's lawyer required by those Guidelines.

Last Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last minute settlement; and
- (2) if the day following the last minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this subclause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to subclause 3.12(1).
- 3.13 Where subclause 3.12(1) applies and the parties are unable to agree upon any amount claimed by the vendor for additional expenses and damages:
- (1) an interim amount shall on settlement be paid to a stakeholder by the purchaser until the amount payable is determined;
 - (2) the interim amount must be a reasonable sum having regard to all of the circumstances;
 - (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
 - (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (6) the amount determined to be payable shall not be limited by the interim amount; and
 - (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.14 (1) For the purposes of this subclause 3.14:
- (a) the default period means:
 - (i) in subclause 3.14(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in subclause 3.14(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in subclause 3.14(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.14(2)(b) during the default period. A purchaser in possession under this subclause 3.14(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 3.14(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of subclause 3.14(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.14(2)(b) during the default period.
- (6) The provisions of this subclause 3.14 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) Where the parties are unable to agree upon any amount payable under this subclause 3.14:
- (a) an interim amount shall on settlement be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined;
 - (b) the interim amount shall be the lower of:
 - (i) the amount claimed; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date.
 - (c) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (d) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (e) the amount determined to be payable shall not be limited by the interim amount; and
 - (f) if the parties cannot agree on a stakeholder the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

Deferment of Settlement and Possession

- 3.15 If
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.16 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.17 If
- (1) the property is a unit title;
 - (2) the settlement date is deferred pursuant to either subclause 3.15 or subclause 3.16; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in subclause 9.2(3),
- (4) then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to subclause 3.15, to the tenth working day following the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to subclause 3.16, to the tenth working day following the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.18 (1) Where
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
 - (c) then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day following the later of the date on which:
 - (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Subclause 3.18(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to issue.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under subclause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under subclause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this subclause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to subclause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to subclause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under subclause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) in the case of a property zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in subclause 8.4 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- (a) the tenth working day after the date of this agreement; or
 - (b) the settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
- (a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - (b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - (c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- (4) In the event of cancellation under subclause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.3 (1) If the title to the property being sold is a cross lease title or a unit title and there are:
- (a) in the case of a cross lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted user covenant;
 - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- then the purchaser may requisition the title under subclause 6.2 requiring the vendor:
- (c) in the case of a cross lease title, to deposit a new plan depicting the buildings or structures and register a new cross lease or cross leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.

- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.4 Except as provided by sections 36 to 42 of the Contract and Commercial Law Act 2017, no error, omission, or misdescription of the property or the title shall enable the purchaser to cancel this agreement but compensation, if claimed by notice before settlement in accordance with subclause 8.1 but not otherwise, shall be made or given as the case may require.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not ensure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at settlement:
- (1) The chattels and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure so to deliver them shall only create a right of compensation.
 - (2) All electrical and other installations on the property are free of any charge whatsoever.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property.
 - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - (c) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
 - (9) Any chattels included in the sale are the unencumbered property of the vendor.
- 7.3 If the property is or includes part only of a building, the warranty and undertaking in subclause 7.2(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.4 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.
- 7.5 If the purchaser has not validly cancelled this agreement, the breach of any warranty or undertaking contained in this agreement does not defer the obligation to settle but that obligation shall be subject to the rights of the purchaser at law or in equity, including any rights under subclause 6.4 and any right of equitable set-off.

8.0 Claims for compensation

- 8.1 If the purchaser claims a right to compensation either under subclause 6.4 or for an equitable set-off:
- (1) the purchaser must serve notice of the claim on the vendor on or before the last working day prior to settlement; and
 - (2) the notice must:
 - (a) in the case of a claim for compensation under subclause 6.4, state the particular error, omission, or misdescription of the property or title in respect of which compensation is claimed;
 - (b) in the case of a claim to an equitable set-off, state the particular matters in respect of which compensation is claimed;
 - (c) comprise a genuine pre-estimate of the loss suffered by the purchaser; and
 - (d) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 8.2 For the purposes of subclause 8.1(1), "settlement" means the date for settlement fixed by this agreement unless, by reason of the conduct or omission of the vendor, the purchaser is unable to give notice by that date, in which case notice may be given on or before the last working day prior to the date for settlement fixed by a valid settlement notice served by either party pursuant to subclause 11.1.
- 8.3 If the amount of compensation is agreed, it shall be deducted on settlement.
- 8.4 If the amount of compensation is disputed:
- (1) an interim amount shall be deducted on settlement and paid by the purchaser to a stakeholder until the amount of the compensation is determined;
 - (2) the interim amount must be a reasonable sum having regard to all of the circumstances;
 - (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
 - (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (6) the amount of compensation determined to be payable shall not be limited by the interim amount; and
 - (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.
- 8.5 The procedures prescribed in subclauses 8.1 to 8.4 shall not prevent either party taking proceedings for the specific performance of the contract.

9.0 Unit title and cross lease provisions

Unit Titles

- 9.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act 2010 ("the Act") require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.
- 9.2 If the property is a unit title, the vendor warrants and undertakes as follows:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
 - (3) Not less than five working days before the settlement date, the vendor will provide:
 - (a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Act; and
 - (b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
 - (4) There are no other amounts owing by the owner under any provision of the Act or the Unit Titles Act 1972.
 - (5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (6) No order or declaration has been made by any Court against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
 - (7) The vendor has no knowledge or notice of any fact which might give rise to or indicate the possibility of:
 - (a) the owner or the purchaser incurring any other liability under any provision of the Act or the Unit Titles Act 1972; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
 - (8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.
 - (9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.
 - (10) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan; or
 - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan,
 which has not been disclosed in writing to the purchaser.
 - (11) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.
- 9.3 If the property is a unit title, in addition to the purchaser's rights under sections 149 and 150 of the Act, and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 in accordance with the requirements of subclause 9.2(3), the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date.
- 9.4 If the property is a unit title, each party specifies that:
- (1) the facsimile number of the office of that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Act; and
 - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Act.
- 9.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of this agreement.

Unauthorised Structures – Cross Leases and Unit Titles

- 9.6 (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
- (a) in the case of a cross lease title, any required lessors' consent; or
 - (b) in the case of a unit title, any required body corporate consent,
- the purchaser may demand within the period expiring on the earlier of:
- (i) the tenth working day after the date of this agreement; or
 - (ii) the settlement date,
- that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
- (2) Should the vendor be unwilling or unable to obtain a current consent then the procedure set out in subclauses 6.2(3) and 6.2(4) shall apply with the purchaser's demand under subclause 9.6(1) being deemed to be an objection and requisition.

10.0 Conditions and mortgage terms

Particular Conditions

- 10.1 If particulars of any finance condition(s) are inserted on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance in terms of those particulars on or before the finance date.
- 10.2 (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
- (a) that LIM is to be obtained by the purchaser at the purchaser's cost;
 - (b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and
 - (c) this agreement is conditional upon the purchaser approving that LIM provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of subclause 10.8(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of subclause 10.8(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.
- 10.3 If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the tenth working day after the date of this agreement a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment. The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods. Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report. The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent. If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 10.8(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 10.4 (1) If the purchaser has indicated on the front page of this agreement that OIA Consent is required, this agreement is conditional upon OIA Consent being obtained on or before the Land Act/OIA date shown on the front page of this agreement, the purchaser being responsible for payment of the application fee.
- (2) If the purchaser has indicated on the front page of this agreement that OIA Consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA Consent.
- 10.5 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is subject to the vendor obtaining the necessary consent by the Land Act/OIA date shown on the front page of this agreement.
- 10.6 If the Land Act/OIA date is not shown on the front page of this agreement, that date shall be the settlement date or a date 95 working days from the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or a date 20 working days from the date of this agreement whichever is the sooner.
- 10.7 If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

Operation of Conditions

- 10.8 If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

Mortgage Terms

- 10.9 Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 10.10 If the vendor is to advance mortgage moneys to the purchaser then, unless otherwise stated, the mortgage shall be in the appropriate "fixed sum" form currently being published by Auckland District Law Society Incorporated.

11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
 (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able, and willing to proceed to settle in accordance with this agreement or is not so ready, able, and willing to settle only by reason of the default or omission of the other party.
 (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to subclause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,
- time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
 (3) The vendor may give a settlement notice with a notice under this subclause.
 (4) For the purpose of this subclause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to subclause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 - (3) The damages claimable by the vendor under subclause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 - (4) Any surplus money arising from a resale as aforesaid shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.

13.0 Agent

- 13.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor appoints as the vendor's agent to effect the sale. The vendor shall pay the agent's charges including GST for effecting such sale.
- 13.2 The agent may provide statistical data relating to the sale to the Real Estate Institute of New Zealand Incorporated.

14.0 Goods and Services Tax

- 14.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1).
- 14.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 14.3 The vendor warrants that any dwelling and curtilage or part thereof supplied on sale of the property are not a supply to which section 5(16) of the GST Act applies.

- 14.4 (1) Without prejudice to the vendor's rights and remedies under subclause 14.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
- (3) The vendor may give a settlement notice under subclause 11.1 with a notice under this subclause.

15.0 Zero-rating

- 15.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement is correct at the date of this agreement.
- 15.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 15.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 15.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 15.5 If any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, the purchaser shall notify the vendor of the altered particulars and of any other relevant particulars in Schedule 1 which may not have been completed by the purchaser as soon as practicable and in any event no later than two working days before settlement. The purchaser warrants that any altered or added particulars will be correct as at the date of the purchaser's notification. If the GST treatment of the supply under this agreement should be altered as a result of the altered or added particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 15.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - (2) that part is still being so used at the time of the supply under this agreement,
- the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 15.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in subclauses 15.3 and 15.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.

16.0 Supply of a Going Concern

- 16.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated herein:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
 - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 16.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 14.0 of this agreement shall apply.

17.0 Limitation of Liability

- 17.1 If any person enters into this agreement as trustee of a trust, then:
- (1) That person warrants that:
 - (a) the person has power to enter into this agreement under the terms of the trust;
 - (b) the person has properly signed this agreement in accordance with the terms of the trust;
 - (c) the person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this agreement; and
 - (d) all of the persons who are trustees of the trust have approved entry into this agreement.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

18.0 Counterparts

- 18.1 This agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this agreement by signing a counterpart copy and sending it to the other party, including by facsimile or e-mail.

FURTHER TERMS OF SALE

Further Terms continued on Appendix page



SCHEDULE 1

(GST Information – see clause 15.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1

1.	The vendor's registration number (if already registered):	
2.	Part of the property is being used as a principal place of residence at the date of this agreement. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
3.	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
4.	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 3 and 4 is "No", go to question 7

5.	The purchaser's details are as follows: (a) Full name:	
	(b) Address:	
	(c) Registration number (if already registered):	
6.	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No Yes/No
7.	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No

If the answer to question 7 is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

Section 2

8.	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
9.	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 8 and 9 is "No", there is no need to complete this Schedule any further.

10.	The nominee's details (if known to the purchaser) are as follows: (a) Full name:	
	(b) Address:	
	(c) Registration number (if already registered):	
11.	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop").	Yes/No Yes/No

SCHEDULE 2

List all chattels included in the sale

*(strike out or add as applicable)***Stove**

Cooktop, Electric oven, Drapes, TV Aerial, Heat pump.

Fixed floor coverings**Blinds****Curtains****Light fittings****WARNING** *(This warning does not form part of this agreement)*This is a binding contract. **Read the information set out on the back page before signing.****Acknowledgements**

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Agents Authority.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010.

Signature of Purchaser(s):**Signature of Vendor(s):**_____
Director / Trustee / Authorised Signatory / Attorney**Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity*_____
Director / Trustee / Authorised Signatory / Attorney**Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity*_____
Director / Trustee / Authorised Signatory / Attorney**Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity*_____
Director / Trustee / Authorised Signatory / Attorney**Delete the options that do not apply**If no option is deleted, the signatory is signing in their personal capacity*

*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Appendix

19.0 19 ASSIGNMENT OF SETTLED & UNSETTLED CLAIMS.

19.1 The parties acknowledge and accept that the Vendor has lodged claim(s) with the EQC and/or the Vendor's Private Insurer in respect of damage caused to the property in the earthquakes, including under claim number(s):

19.2 The parties acknowledge that the Vendor has previously settled the claims either in whole or in part. The Vendor from date of confirmation of this agreement, will not be responsible for any liability or defects in such workmanship complete by EQC/Fletchers under such claims.

19.3 Upon settlement the Vendor must do all things required to assign any remaining benefits in the claim(s) to the Purchaser including but not limited to delivering to the Purchaser's lawyer a duly executed "Deed of Assignment of Claim" and "Notice of Assignment of Claim", and

19.4 If at any time between the date of this agreement and the settlement date any further payment is made directly to the Vendor by the EQC or the Private Insurer in respect of the claims the Vendor must,

(a) apply the full proceeds of the claim towards the re-instatement and repair of the property.

OR

(b) instruct the Vendors lawyer to hold the funds on interest bearing deposit for the sole benefit of the Purchaser until settlement and on settlement to pay the full amount of such funds to the Purchaser any such additional claims must be assigned to the Purchaser by way of Deed of Assignment to the Purchaser on settlement date.

19.5 Prior to settlement the Vendor must provide all information reasonably required by the Purchaser in relation to the claims and cooperate with the Purchaser in dealing with any representative of the EQC and/or the Private Insurer, including providing authority for the Purchaser to discuss the claims directly with the EQC and/or the Private Insurer.

19.6 The Vendor must make further claims to the EQC and/or the Private Insurer for any subsequent earthquake events that occur between the date of this agreement and the settlement date. Any such additional claims must be assigned to the Purchaser on settlement as set out in this clause. (19)

19.7 The Vendor warrants and undertakes that all information provided by the Vendor to the Purchaser in relation to the status of the claims, including any settlement, is to the Vendor's knowledge true and correct. The Vendor must provide all information in relation to the claims that is reasonably required by the Purchaser.

Assignment Disclaimer

19.8 Despite any other clause in this agreement, the Purchaser acknowledges that no representation has been made by the Vendor or the Vendor's agent on which the Purchaser has been relying concerning: the effectiveness of the assignment of the claims in accordance with clause (19) of this agreement and the executed "Deed of Assignment of Claim" and "Notice of Assignment of Claim" referred to in that clause, or the likelihood of the EQC and/or the applicable Private Insurer accepting the assignment of the claims in whole or in part:

(a) any information supplied from EQC or the Private Insurer in relation to any claims, including for the avoidance of doubt any proposed scope of work that has not been completed.

20.0 BUILDER AND OR ENGINEERS SPECIALIST REPORT

This Agreement is conditional upon the Purchaser arranging within TEN (10) working days of the date hereof and being satisfied with and approving by such date a Specialist Report on the structural integrity of the said property (including any structural problem with the property, or its construction, or materials used in its construction) pursuant to a Report obtained from a Registered Engineer and or Building Structural Certifier or other qualified specialist the purchaser deems necessary. Should the purchaser in good faith be dissatisfied with any matter contained in the Report then the purchaser reserves the right to cancel the agreement forthwith or give Notice to the Vendor of such matter/s and permit the Vendor THREE (3) working days from the date of Notice (notification of such dissatisfaction) to rectify or agree to rectify such matter/s by the date of settlement, or any such later date as agreed by the parties. If on receipt of such Notice from the purchaser, the vendor shall not have agreed to rectify such matter/s within a further FIVE (5) working days then this agreement shall be voidable at the option of the purchaser by notice in writing to the vendor. This clause is inserted for the sole benefit of the purchaser.

21.0 Insurance

This agreement is subject to the purchasers obtaining insurance satisfactory to the Purchaser in all respects within..... working days of this agreement. This is inserted for the sole benefit of the purchaser.

22.0 Electronic Signature Acknowledgement

The parties consent to this agreement being in electronic form, being signed by either of them electronically and acknowledge that an electronic signature to this agreement is binding and valid.

23.0 PURCHASER WARRANTY: OIA CONSENT TO PURCHASE

The Purchaser warrants that the Purchaser does not require consent to purchase the Property under the Overseas Investment act 2005 (OIA) or in the event that OIA consent is required, the Purchaser warrants that they have obtained OIA pre-approval to purchase the Property. Should the Purchaser breach this warranty, the Purchaser acknowledges that they will be in breach of the OIA and may be liable for fines of up to \$300,000.00, may not be able to settle the transaction, and may incur liability to the Vendor (including losing the deposit). the Purchaser further acknowledges that the Vendor and the Vendor's Agent have advised the Purchaser to seek independent legal and technical advice prior to entering into this agreement.

24.0 DEPOSIT NZ REAL ESTATE TRUST

DEPOSIT NZ REAL ESTATE TRUST

The Vendor and Purchaser agree that the deposit payable under this Agreement will be lodged with Public Trust, to be held on behalf of the Vendor and the Purchaser, NZ Real Estate Trust is an independent third party trust account service provided by SafeKiwi (New Zealand) Limited. SafeKiwi (New Zealand) Limited acts as a stakeholder in respect of the deposits paid into NZ Real Estate Trust. Interest earned on the deposit whilst it is held by Public Trust is payable to SafeKiwi (New Zealand) Limited. Terms of Use can be viewed at www.realestatetrust.co.nz/termsfuse

25.0 CLAUSES, CHATTELS

The Vendor/s & Purchaser/s acknowledge that the salesperson has fully explained to them Clauses 3.2, 3.4, 7.2 & Chattels. They acknowledge that come settlement any chattels included in the agreement must be delivered in full working condition. This includes keys for every lock on the property and alarm code if there is an alarm included in the chattels. The Vendor/s & Purchaser/s also agree that any chattels included in this agreement override any representation made in any previous listing agreement and any forms of marketing.

26.0 TITLE

This Agreement is conditional upon approval by the Purchaser's Solicitor of the title to the property within _____ working days of the date of this Agreement. The condition is inserted for the sole benefit of the Purchaser.

27.0 SOLICITOR'S APPROVAL

This agreement is subject to and conditional upon the approval of the Vendor's & Purchaser's solicitor of the form and content of this agreement within two working days from the date of acceptance of this agreement. This condition is inserted for the sole benefit of the Vendor/s and Purchaser/s.



BEFORE SIGNING THE AGREEMENT

- It is recommended both parties seek professional advice before signing. This is especially so if:
 - there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
 - the purchaser is not a New Zealand citizen. There are strict controls on the purchase of property in New Zealand by persons who are not New Zealand citizens.
 - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
 - the property is vacant land in the process of being subdivided or there is a new unit title or cross lease to be issued. In these cases additional clauses may need to be inserted.
 - there is any doubt as to the position of the boundaries.
 - the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- Both parties may need to have customer due diligence performed on them by their lawyer or conveyancer in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 which is best done prior to the signing of this agreement.
- The purchaser should investigate the status of the property under the Council's District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a unit title or cross lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, before the purchaser enters into the agreement:
 - the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010;
 - the purchaser should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate's long term maintenance plan and enquire whether the body corporate has imposed or proposed levies for a long term maintenance fund or any other fund for the maintenance of, or remedial or other work to, the common property.
- The vendor should ensure the warranties and undertakings in clauses 7.0 and 9.0:
 - are able to be complied with; and if not
 - the applicable warranty is deleted from the agreement and any appropriate disclosure is made to the purchaser.
- Both parties should ensure the chattels list in Schedule 2 is accurate.
- Before signing this agreement, both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.

THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

THE PURCHASER IS ENTITLED TO A COPY OF ANY SIGNED OFFER AT THE TIME IT IS MADE.

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AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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DATE:

VENDOR:

Justine Leonie Goodwin

Contact Details:

VENDOR'S LAWYERS:

Firm: Property Transfer Office Limited

Individual Acting: Karen Faalilo

Contact Details:

PO BOX 16709

Christchurch

8441

Ph: 0272081157

Email: karen@propertytransferoffice.co.nz

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Contact Details:

LICENSED REAL ESTATE AGENT:

Smart Real Estate Limited

Agent's Name:

Manager: Debra Hakaraia

Salesperson: Jahna Brennan

(021 557 010)

Contact Details:

PO Box 19833

CHRISTCHURCH 8241

enquiries.christchurch@smartrealestate.co.nz

Ph: 03 384 8600

Fax:

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Example Sale Price of Home	Smart Real Estate 1.25% Fee	2.95%+ ^{*(b)}		3.95%+ ^{*(a)}	
		Commission	How much SRE could save you vs 2.95% ^{*(b)}	Commission	How much SRE could save you vs 3.95% ^{*(a)}
\$250,000	\$4,077	\$9,045	\$4,967	\$11,989	\$7,913
\$300,000	\$4,945	\$10,741	\$5,796	\$14,260	\$9,315
\$350,000	\$5,664	\$12,437	\$6,773	\$16,531	\$10,870
\$400,000	\$6,383	\$14,018	\$7,636	\$18,803	\$12,421
\$450,000	\$7,102	\$15,140	\$8,038	\$19,953	\$12,852
\$500,000	\$7,820	\$16,261	\$8,441	\$21,103	\$13,283
\$600,000	\$9,258	\$18,504	\$9,246	\$23,403	\$14,146
\$700,000	\$10,695	\$20,746	\$10,051	\$25,703	\$15,008
\$800,000	\$12,133	\$22,989	\$10,856	\$28,003	\$15,871
\$900,000	\$13,570	\$25,231	\$11,661	\$30,303	\$16,733
\$1,000,000	\$15,008	\$27,473	\$12,466	\$32,603	\$17,596

(a) 3.95% figures based on companies charging \$550 administration fee + 3.95% commission on the first \$400,000 then 2% thereafter + GST. Advertising costs are additional
 (b) 2.95% figures based on companies charging \$490 administration fee + 2.95% commission on the first \$390,000 then 1.95% thereafter + GST. Advertising costs are additional
 Smart Real Estate figures are based on 1.25% + \$550 administration fee + gst. Minimum commission \$2995 applies. Advertising costs are additional

"We found her to very professional in her work and went that wee bit extra keeping us informed on all aspects of our property. She also advised us of the Property Conveyancing Practitioner who finalized the sale of our property, saving us some dollars. We would not hesitate to use her and your firm to sell on our behalf again and would recommend her and your firm to other property sellers or buyers."

- Tim & Christine O'Donnell

"Jahna was fantastic to deal with, any questions about the property Jahna was happy to help and she was very quick to respond"

- Sharon & Johannes

Phone Jahna Brennan today
 021 557 010 / 384 8600
jahna.brennan@smartrealestate.co.nz
 Smart Real Estate Limited

