

PROPERTY INFORMATION

A

+ S

AMY + SHAR

021 077 9945 / 027 555 0654

amy@asrealestate.co.nz

shar@asrealestate.co.nz

STATEMENT OF PASSING OVER

This information has been supplied by the vendor or third party. A+S (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice.

To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.

A
+ S



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

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




R.W. Muir
Registrar-General
of Land

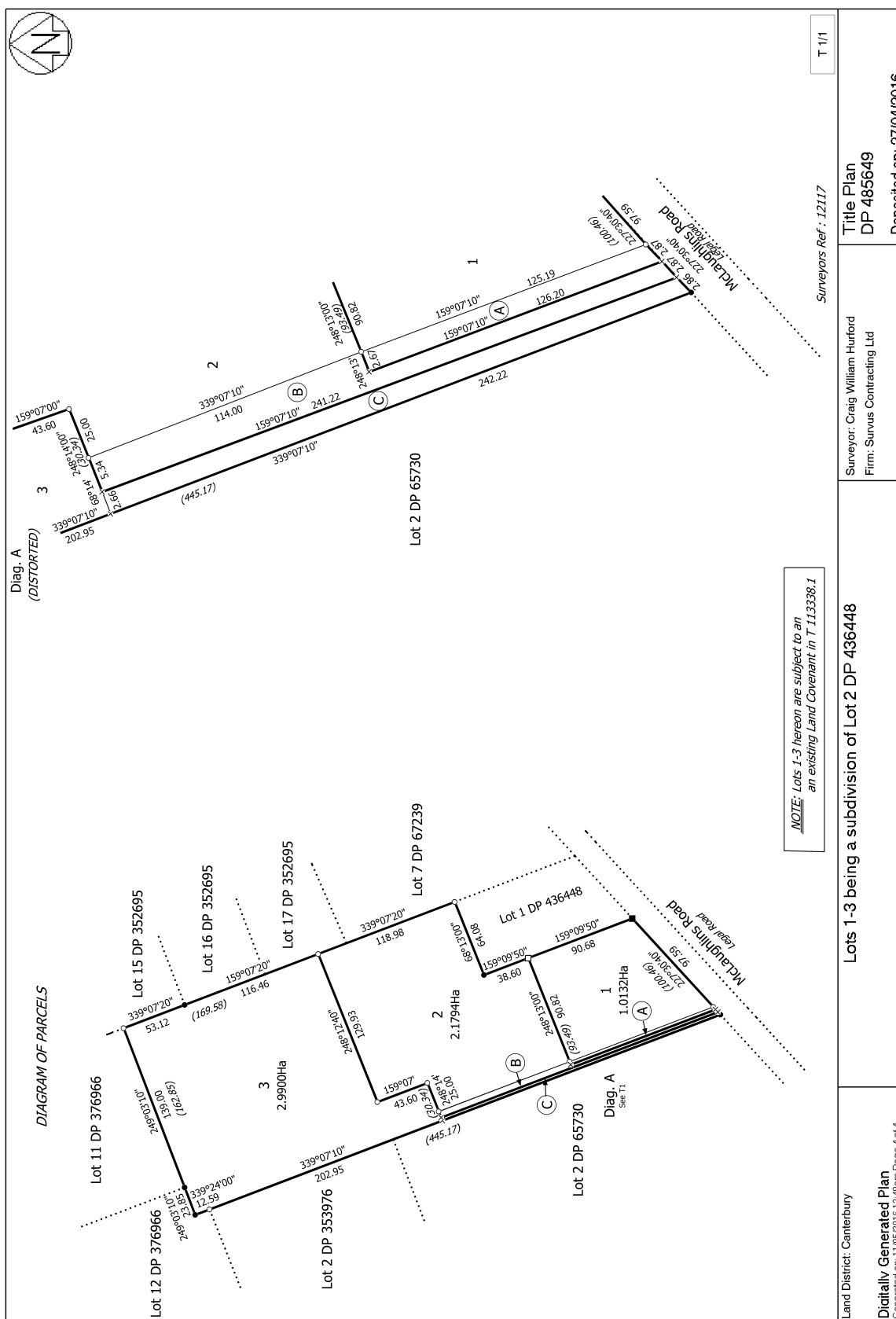
Identifier **696948**
Land Registration District **Canterbury**
Date Issued 27 April 2016

Prior References
535564

Estate Fee Simple
Area 2.1794 hectares more or less
Legal Description Lot 2 Deposited Plan 485649
Registered Owners
Craig Andrew Churstain and Anna Elizabeth Riches

Interests

Land Covenant in Transfer A113338.1 - 19.5.1994 at 11:45 am
10408336.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.4.2016 at 3:27 pm
Subject to a right of way, right to drain water and sewage, right to convey water, electricity, telecommunications and computer media over part marked B on DP 485649 created by Easement Instrument 10408336.4 - 27.4.2016 at 3:27 pm
Appurtenant hereto is a right of way, right to drain water and sewage, right to convey water, electricity, telecommunications and computer media created by Easement Instrument 10408336.4 - 27.4.2016 at 3:27 pm
The easements created by Easement Instrument 10408336.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey telecommunications and computer media over part marked B on DP 485649 in favour of Chorus New Zealand Limited created by Easement Instrument 10408336.5 - 27.4.2016 at 3:27 pm
Land Covenant in Easement Instrument 10408336.6 - 27.4.2016 at 3:27 pm
10768301.1 Surrender of the right of way marked B on DP 485649 created by Easement Instrument 10408336.4 as appurtenant to Lot 1 DP 485649 - 2.6.2017 at 4:34 pm
10947853.2 Mortgage to (now) ASB Bank Limited - 10.11.2017 at 12:49 pm



MEMORANDUM OF TRANSFER

Canterbury Land Registry Office

WHEREAS

1. EDWARD WILLIAM GORDON HURST Company Director of Darfield
and JEAN DALGLIESH HURST his wife

A113338.1 Transfer

Cpy - 01/01, Pgs - 006, 10/06/05, 08:12

(hereinafter called the Transferor) being registered as proprietor of an estate s
below subject to such interests as are therein notified.



DocID: 211444846

SCHEDULE A

ESTATE:		FEE SIMPLE		LEASEHOLD		XXXXXX		XXXXXX		XXXXXX	
(Delete those which do not apply)											
C.T.				AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.					
38C/1135				4.3100 hectares		Lot 1	DP	65730			
38C/1136				4.0400 hectares		Lot 2	DP	65730			
38C/1137				4.4780 hectares		Lot 3	DP	65730			
38C/1138				6.9320 hectares		Lot 4	DP	65730			
<div>10Pnc1 13:27:45 20/04/1994 000000317 New Zealand Stamp Duty - Not Liab Self assessed duty \$44,440.00</div>											

110pxci 13:27:45 20/04/1994 000/003170
New Zealand Stamp Duty - Not Liabls
Self assessed duty 142.494.400.00

ENCUMBRANCES, LIENS AND INTERESTS

Certificate of Title 38C/1138

SUBJECT TO: Memorandum of Mortgage 894176/1

- The Transferor when registered as proprietor of all the said land subdivided part of that land into residential allotments in the manner shown and defined on Deposited Plan No. 65730.
- The Transferor wishes to establish restrictive covenants over each of the said lots for the benefit of all the other Lots set out in Schedule A in respect of the type of buildings and electricity and telephonic communication transmission on the said Lots.
- Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to himself.
- Section 66A of the said Act provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with himself shall be as valid as if made with another.
- The Transferor is desirous of conveying the said land to EDWARD WILLIAM GORDON HURST Company Director of Darfield and JEAN DALGLIESH HURST his wife (hereinafter with their respective successors and assigns called "the Transferee") for the consideration hereinafter appearing and the Transferee is desirous of accepting such conveyance and to entering into the covenants on the part of the Transferee hereinafter contained.

NOW THEREFORE in pursuance of the said Agreement and in consideration of the sum of 10 cents paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER unto the Transferee all their estate and interest in Lots 1 to 4 inclusive on Deposited Plan 65730 described in Schedule A hereto AND the Transferee HEREBY COVENANT with themselves as set out in Schedule B to the intent that such covenants shall be restrictive covenants running with each of the said Lots for the benefit of all the other Lots set out in Schedule A.

SCHEDULE B

1. The Transferee shall not erect any dwelling house or unit other than a new dwelling house or unit nor to allow any second-hand building materials (other than bricks) or fibrolite material for outer wall facings (apart from Soffits) or buildings on the property.
2. The Transferee shall not permit any means by which electricity or telephonic communications are transmitted or conveyed to be effected by way of overhead cables and/or poles on the property, such transmitting or conveying of electricity and telephonic communications shall be by way of underground cable or wires only.

IN WITNESS WHEREOF these presents have been executed this 19th
day of April 1994

SIGNED by the above-named)
EDWARD WILLIAM GORDON HURST)
and JEAN DALGLIESH HURST)
in the presence of:)

E. W. Hurst
J. D. Hurst

Schuster
Christchurch

Partners:
Lindsay William Lloyd LL.B.
David Riley LL.B., B.Com., A.C.A.
Gavin Mark Abbot LL.B.(Hons)

Associates:
Judith Ann Tasker LL.B.
Kevin William Clay LL.M.(Hons)
Timothy John McGinn LL.B.

Macfarlanes

BARRISTERS AND SOLICITORS

Langwood House, Cnr Oxford Tce & Armagh St
Christchurch, New Zealand
P.O. Box 185. Fax (03) 366-8405. Telephone 379-1930.

13 May 1994

Our Reference: D G MacKinnon
Your Reference: Registrar

District Land Registrar
CHRISTCHURCH

Dear Sir

RE: E W G & J D HURST - RESTRICTIVE COVENANTS ON C/Ts 38C/1135 TO 38C/1138 INCLUSIVE

We enclose herewith Memorandum of Transfer creating restrictive covenants to be registered against Certificates of Title 38C/1135 to 38C/1138 inclusive following the dealing on Abstract No. A107544, which followed the dealing on Abstract No. A110985.

We also enclose the authorisation from the mortgagee which has a mortgage registered, Mortgage No. 894176/1 on Certificate of Title 38C/1138 being Lot 4 DP 65730.

Yours faithfully
MACFARLANES

Per:


D G MacKinnon
Law Clerk

CHRISTCHURCH BRANCH

BNZ HOUSE
129 HEREFORD STREET
P O BOX 1461
CHRISTCHURCH 8015

NEW ZEALAND,
Telephone: 03 353-2532
Facsimile: 03 353-2138
DX : 16112

11 May, 1994

The District Land Registrar

CHRISTCHURCH

Dear Sir

We hereby authorise the registration of the transfer recording Restrictive Covenants on Certificates of Title 38C/1135 to 38C/1138.

Yours faithfully




Robyn Heslop
Credit Support Analyst

Correct for the purposes of the Land Transfer Act.


Solicitor for Transferee

I hereby certify that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952 does not apply
to the within transaction.


Solicitor for the Transferee


Particulars entered in the Register at the date and at the
time recorded below


District Land Registrar
Assistant of the District of N.Z.

TRANSFER

MESSRS MACFARLANES
SOLICITORS
CHRISTCHURCH

THE CAXTON PRESS, CHRISTCHURCH

11.28 19.MAY94, A 112039
Withdrawn From Registration
SGD. 
17/5/1994 for D.L.R.

11.45 19.MAY94, A 112038/1
PARTIAL WITHDRAWAL FROM REGISTER
17/5/1994

to the values of each title

LC

View Instrument Details



Instrument No	10408336.2
Status	Registered
Date & Time Lodged	27 April 2016 15:27
Lodged By	Johns, Carol June
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers **Land District**

535564

Canterbury

Annexure Schedule: Contains 1 Page.

Signature

Signed by Timothy James Henry Trollope as Territorial Authority Representative on 27/04/2016 02:17 PM

*** End of Report ***



www.selwyn.govt.nz

IN THE MATTER of the Resource Management
Act 1991

AND

IN THE MATTER of Resource Consent 095325

**CONSENT NOTICE PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT
1991**

To: The District Land Registrar
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

"That there is no council reticulated water supply and nor have any development contributions or connection fees been paid for this lot. Until there is sufficient capacity to allow a water connection, resource consent will be required to erect a dwelling on this lot. The appropriate development contributions and water connection fees will have to be paid at the time a connection is applied for."

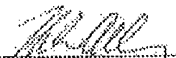
AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All that piece of land being Lot 2 DP 436448 held in Computer Freehold Register 535564

DATED this 2nd day of December 2010

SIGNED for and on behalf of
THE SELWYN DISTRICT COUNCIL

 Authorised Officer

www.selwyn.govt.nz
Selwyn District Council, 2 Norman Kirk Drive Rolleston, P.O. Box 99, Rolleston 7643
Tel: 03 347 2600 Fax: 03 347 2799 Email: admin@selwyn.govt.nz

View Instrument Details



Instrument No 10408336.4
Status Registered
Date & Time Lodged 27 April 2016 15:27
Lodged By Johns, Carol June
Instrument Type Easement Instrument



Affected Computer Registers Land District

696947	Canterbury
696948	Canterbury
696949	Canterbury

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Timothy James Henry Trollope as Grantor Representative on 06/05/2016 04:14 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Timothy James Henry Trollope as Grantee Representative on 06/05/2016 04:14 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Edward William Gordon Hurst and Jean Dalglish Hurst

Grantee

Edward William Gordon Hurst and Jean Dalglish Hurst

Grant of Easement

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** the easement(s) set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, right to drain water and sewage,	Marked "A" On DP 485649	Lot 1	Lots 2 and 3
Right to convey water, electricity,	Marked "B" On DP 485649	Lot 2	Lots 1 and 3
telecommunications and computer media	Marked "C" On DP 485649	Lot 3	Lots 1 and 2

Easement or *profit à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007.

Covenant provisions

Delete phrases in [] and insert Memorandum number as required; continue in additional Annexure Schedule, if required:

--

View Instrument Details



Instrument No 10408336.5
Status Registered
Date & Time Lodged 27 April 2016 15:27
Lodged By Johns, Carol June
Instrument Type Easement Instrument



Affected Computer Registers Land District

696947	Canterbury
696948	Canterbury
696949	Canterbury

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Timothy James Henry Trollope as Grantor Representative on 06/05/2016 04:15 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Timothy James Henry Trollope as Grantee Representative on 06/05/2016 04:15 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Grantor		<i>Surname(s) must be underlined.</i>	
Edward William Gordon Hurst and Jean Dalglish Hurst			
Grantee		<i>Surname(s) must be underlined.</i>	
CHORUS NEW ZEALAND LIMITED			
Grant of easement or <i>profit à prendre</i> or creation of covenant			
<p>The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).</p>			
Schedule A		<i>Continue in additional Annexure Schedule if required.</i>	
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey telecommunications and computer media	"A" DP 485649	Lot 1 on DP 485649 (CFR 696947)	Chorus New Zealand Limited (in gross)
	"B" DP 485649	Lot 2 on DP 485649 (CFR 696948)	
	"C" DP 485649	Lot 3 on DP 485649 (CFR 696949)	
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions)		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
<p>Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.</p> <p>The implied rights and powers are varied/negatived/added to or substituted by:</p> <p>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.</p> <p>The provisions set out in the Annexure Schedule.</p>			
Covenant provisions		<i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>	
<p>The provisions applying to the specified covenants are those set out in:</p> <p>Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.</p> <p>Annexure Schedule 2.</p>			

Annexure Schedule**Insert type of instrument**

Easement

Dated

Page

2

of

5

Pages

*Continue in additional Annexure Schedule, if required.***Continuation of "Easement rights and powers":**

- 1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, the terms of this easement shall prevail.

2 Grant of Easement

- 2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications and computer media without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

3 Grantee's Covenants

- 3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Servient Tenement.

- 3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

3

of

5

Pages

Continue in additional Annexure Schedule, if required.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this easement as reasonably close as possible to the original condition of the Servient Tenement prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Servient Tenement (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Servient Tenement and the Easement Land.

5 Grantor's Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
- (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
- (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
- (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

Annexure Schedule

Insert type of instrument

Easement Dated Page 4 of 5 Pages

Continue in additional Annexure Schedule, if required.

6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Servient Tenement.

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Servient Tenement, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

9.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) "**Grantor**" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 5 of 5 Pages

Continue in additional Annexure Schedule, if required.

- (f) "Line" and "Works" shall have the meanings ascribed to those terms under the Telecommunications Act 2001;

View Instrument Details



Instrument No 10408336.6
Status Registered
Date & Time Lodged 27 April 2016 15:27
Lodged By Johns, Carol June
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

696947	Canterbury
696948	Canterbury
696949	Canterbury

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Timothy James Henry Trollope as Grantor Representative on 06/05/2016 04:15 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Timothy James Henry Trollope as Grantee Representative on 06/05/2016 04:15 PM

*** End of Report ***

Easement instrument to create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Jean Dalgleish Hurst and Edward William Gordon Hurst

Grantee

Jean Dalgleish Hurst and Edward William Gordon Hurst

Grant of Easement or *profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Refer attached annexure schedule – Land Covenant	Refer attached annexure schedules - Deposited Plan 485649	696947 – Lot 1 Deposited Plan 485649 696948 – Lot 2 Deposited Plan 485649	696947 – Lot 1 Deposited Plan 485649 696948 – Lot 2 Deposited Plan 485649
Refer attached annexure schedules A & B – Land Covenant	Refer attached annexure schedules A & B - Deposited Plan 485649	696949 – Lot 3 Deposited Plan 485649	696949 – Lot 3 Deposited Plan 485649

Annexure Schedule

Pages 2 of 5 Pages

Covenant provisions

The provisions applying to the specified covenant are those set out below:

Each of the Servient Tenements will share equally in the cost of maintenance and upkeep of the wind break trees located along the North Western boundaries of Lot 1 and Lot 2 (located in the area marked C on DP 485649) in accordance with good arborist standards.

Form L

Annexure Schedule

Page 3 of 5 Pages

*Insert instrument type***Schedule A****Certificates of Title**

696947 – Lot 1 Deposited Plan 485649

696948 – Lot 2 Deposited Plan 485649

696949 – Lot 3 Deposited Plan 485649

The Grantor when registered proprietor of the land formerly contained in Certificate of Title 535564 subdivided the land into lots in the manner shown and defined on DP 485649 AND WHEREAS it is the Grantor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A ("Dominant Lots") the land covenants set out in Schedule B over the land in the Certificates of Title set out in Schedule A ("Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots.

AND so as to bind the Servient Lots for the benefit of the respective Dominant Lots the Grantee DOTH HEREBY COVENANT AND AGREE in the manner set out in Schedule B so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

*Continue in additional Annexure Schedule, if required***Schedule B**

(1) For the purposes of these covenants the following terms are defined:

"Building" means any structure.

"Developer" means Edward William Gordon Hurst and Jean Dalglish Hurst and includes their respective successors and assigns.

"Dwelling" means a Building or group of Buildings designed and occupied as a single self-contained household unit and includes normal accessory structures. Excluded from the term Dwelling is any separate self contained residential flat or granny flat.

"Factory Farming" means a farm or unit of production in which the process is carried out largely indoors or in a restricted space and which is not dependent on the soil characteristics of the site which is situated and includes (but not by way of limitation) for example, poultry farms, pig farms, rabbit farms, fitch farms, possum farms, mushroom farms and feed lots for commercial livestock such as cattle.

"Lot" means any of the Servient Lots as detailed in Schedule A.

"Lot Owner" means the registered proprietor, tenant or lessee of any Lot together with their successors and assigns.

(2) The Lot Owner of any Lot shall not:

(a) Erect or cause to be erected on the Lot any Dwelling other than a new dwelling with a minimum closed in floor area of not less than 150 square metres (excluding the garaging).

(b) Use as a roofing material anything other than tiles (clay, ceramic, concrete or decramastic) pre coated pressed steel, slate, shingles or painted long run coloursteel.

Form L**Annexure Schedule**

Page 4 of 5 Pages

- (c) Call upon the Developer as the owner of any adjoining land to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Lot and any adjoining land owned by the Grantee provided that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land. The Developer shall be entitled to require the inclusion of a fencing covenant to this effect and any transfer of the Lot.
 - (d) Erect or permit to be erected on the Lot any flat metal or corrugated metal fences.
 - (e) Erect or cause to be erected on the Lot any second hand building or relocated building or any caravan, hut or similar structure for any kind of permanent or temporary residential use provided that this clause shall not affect the right of the Lot Owner to keep a caravan on the Lot after the completion of the dwelling.
 - (f) Occupy any dwelling erected on the Lot until it has been completed and a copy of the code of compliance certificate from the Selwyn District Council or other territorial authority has issued.
 - (g) Permit or suffer any rubbish to accumulate or be placed on the Lot or permit grass or weeds to grow to such height so as to become unsightly.
 - (h) Erect any radio, television or telecommunication aerials or towers on the Lot other than standard radio or television aerials or satellite dishes attached to the dwelling.
 - (i) Keep any pigs or poultry including roosters on the Lot with the exception of a maximum of 12 laying hens for the use of the Lot Owner and not to permit the business of boarding kennels or catteries to be carried out on the Lot.
 - (j) Not allow any animal (including dogs and other domestic pets) to be kept in or about the Lot that is, or is likely to cause, a nuisance or annoyance to other Lot Owners and in particular, not allow on or about the Lot any dog which in whole or in part resembles any of the Pitbull Terrier, Rottweiler or Doberman Pincher breeds.
 - (k) Make any objection to any horticultural, viticulture, pastoral or agricultural use by the owner or occupier of any adjoining property or rural property in the immediate vicinity of the Lot so long as such activity is permitted under the provisions of the district scheme of the Selwyn District Council or other territorial authority provided that such activity does not involve any form of factory type or pig farming or is perceived to be of an offensive or odoriferous nature.
 - (l) Make any objection or submission to the Selwyn District Council or other territorial authority in opposition to any application made by the vendors or their nominee in respect of resource consent applications for the subdivision or development of any adjoining Lot owned by the Grantor.
 - (m) Use any part of the Lot for any type of Factory Farming.
- (3) If there is any breach or non-observance of any of the Covenants then, without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of the Covenants, the Grantor will upon written demand being made by the Grantee ("Grantee's Notice"):
- (a) Remove or cause to be removed from the Lot any rubbish or second-hand material which has accumulated or been placed on the Lot in breach or non-observance of these Covenants;
 - (b) Remove or cause to be removed from the Lot any dwelling, garage, carport, building, hardstand area or other structure constructed, erected or placed on the Lot in breach or non-observance of these Covenants;
 - (c) Replace any building material used in breach or non-observance of these Covenants; and
 - (d) The Grantee's Notice shall specify a date for rectification of the Grantor's breach or non-observance.

Form L

Annexure Schedule

Page 5 of 5 Pages

(4)

If on the expiry of the Grantee's Notice the Grantor has not complied with the demands set out in the Grantee's Notice for rectification of the breach, then the Grantor will pay to the Grantee liquidated damages in the sum of \$100.00 per day from the expiry of the Grantee's Notice until such time as the breach has been rectified.

Land Information Memorandum **L251544**

Application

A + S Real Estate Limited
A + S Real Estate Limited
41E South terrace
Darfield 7510

No.	L251544
Application date	9/07/2025
Issue date	18/07/2025
Phone	02040801668

Property

Valuation No.	2420011254
Location	691 McLaughlins Road
Legal Description	LOT 2 DP 485649
Owner	Riches Anna Elizabeth and Churstain Craig Andrew
Area (hectares)	2.1794

The certificate of title submitted with this application, shows easements, covenants, encumbrances or caveats registered on the title, for further information a copy of these can be obtained from Land Information New Zealand 112 Tuam Street.

Rates

Rateable Value

The date of Selwyn's last General Revaluation was 1/09/24. For further information please contact Council's Rates Department.

Revaluation Year	2024
Land	\$ 570,000
Capital Value	\$ 580,000
Improvements	\$ 10,000

Current Rates Year 2025 to 2026

Annual Rates	\$ 2,352.45
Current Instalment	\$ 588.10
Current Year - Outstanding Rates	\$ 511.42
Arrears for Previous Years	\$ 0.00
Next Instalment Due	15/09/25

The rates for the year commencing 1st July 2025 to 30th June 2026 were adopted at the 19/06/25 Council meeting and will be available on Councils website from Mid-July. For further information please contact our Rates department – phone 0800 SELWYN (0800735996).

Next Revaluation Due 2027.

The rates listed for this property are correct as at the date of this report being issued.

If this property is vacant land, and the applicant intends building a house or making other improvements, additional rates and charges will be added. Such rates and charges are for the operation of the District libraries, local community centre and recreation reserves, sewerage and water systems and refuse collections and recycling.

If a ratepayer in the district purchases additional properties, that ratepayer maybe eligible for certain rating exemptions due to multiple ownership. The exemptions would only apply to uniform library charges on bare land blocks and an exemption from the uniform annual general charge if contiguous or same use land is purchased.

Please contact the Councils rates team if you require clarification on 0800 SELWYN (735 996).

Note: Rates are charged in four equal instalments for the period commencing 1 July and ending 30 June each year.

Planning/Resource Management

Partially Operative District Plan: LLRZ

Operative District Plan Zoning: Darfield Living 2A1

The Council has undertaken a review of the Operative District Plan and through this process it has developed a New District Plan ('The Partially Operative District Plan') which provides clear objectives, policies and rules to manage the effects of land use activities on the environment, but also sets a clear direction for our district's development and reflects our communities' needs and expectations. It also incorporates any changes in legislation, national and regional policy statements, environmental standards and other regulations.

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 6th of October 2023 and the Council released the Appeals Version of the Partially Operative District Plan on 27th November 2023. Many provisions in Partially Operative District Plan are now beyond challenge and are operative/treated as operative (pursuant cl 103 of Schedule 1 and s86F of the Resource Management Act (1991)). The Operative District Plan now only applies where a relevant provision in the Partially Operative District Plan remains subject to appeal. For more information visit <https://www.selwyn.govt.nz/property-And-building/planning/strategies-and-plans/selwyn-district-plan/selwyn-district-plan-review>

25/11/14

Resource Consent 145611

To Undertake Three Lot Subdivision

Section 224 Issued 15/12/15

Granted By Local Authority Officer 5/02/15

Planning Notes

The information provided on this LIM has come from the information lodged against the property file/information and GIS at the time of processing. Please note that the resource consents, fill certificates and other relevant property files listed are based on what is available on our general property information, and that there may be other documents for the property which have not yet been added to the property record.

Resource Consents often contain a multitude of information and reports that are not ordinarily separately referenced or included in the LIM itself. Information identifying each (if any) special feature or characteristic of the land concerned, including but not limited to potential erosion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants.

Preliminary Site Investigation Reports, Detailed Investigation Site Reports and Geotechnical Reports are submitted as part of the subdivision Resource Consent Process it is not likely to be currently of relevance in relation to the "land concerned", otherwise it would be elsewhere noted on the LIM to the extent any issues still apply following subdivision).

Any resource applications or consents that may contain information relating to the land which is not otherwise included in the LIM, including Geotechnical, Environmental and other expert reports, can be obtained via Selwyn District Council Information Management team on information.management@selwyn.govt.nz

A resource consent may not be required to establish a residential unit on this property subject to compliance with the provisions of the District Plan. For further information visit <https://eplan.selwyn.govt.nz/review> or contact the duty planner on 0800 SELWYN (0800735996).

There is a consent notice on the Record of Title to this property. This records a condition/s of a subdivision consent which must be complied on an ongoing basis.

Building

There are no known buildings sited on this property at the time of issuing this report.

Buildings erected prior to 1965 may not have a building permit record or had inspections carried out.

All building products and materials have a designed life, and must be maintained in accordance with the manufacturer's specifications.

In the case of building permits and building consents no further inspections have been carried out by the council since these structures were completed.

Any concerns of this nature should be referred to an organization that carries out property checks or the product manufacturers.

Schedule 1 Exempt Building Work

Under section 42A of the Building Act 2004 building owners can carry out certain types of building work specified in Schedule 1 of the Building Act 2004 without need to obtain building consent approval. Where Council holds any information provided by a property owner in relation to exempt works undertaken on the property it is important to note that Council do not check or review the documentation for compliance, it is simply filed for record keeping purposes and not to satisfy any statutory obligation. Any information held of this nature has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

Services

Water

Council water scheme is available and not connected.

This property has a restricted water supply available but not connected to the Darfield Water Supply Scheme. For any further information, please contact water.services@selwyn.govt.nz.

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at <http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws>

The water supply for this property is restricted and rated at 3.5 Units. As a restricted supply you are required to have a minimum of 3 days on property tank storage. i.e. if you receive 2 units your minimum tank size will be 6000 litres.

Commercial properties are required to have an RPZ backflow device. This must be installed just inside the boundary of the property at the point of water supply – this backflow device will be owned by the property owner and will be maintained under the building compliance schedule in addition to any other on-site backflow devices deemed necessary by the building department.

If, during a Civil Defence emergency event the water supply is not operational, Council's immediate focus for its staff and resources will be to bring the supply back into operation. Depending on the size and scale of the event, it may be difficult to meet everyone's needs so property owners are asked to take personal responsibility for drinking water.

As a precaution, the Council would also recommend from a drinking water perspective that a property owner also has bottled water available to meet their immediate drinking water needs of all individuals living on the property for a 72hr period (the recommended amount is 4 litres of water per person per 24hrs).

For those properties not connected to a Council reticulated water supply, it is encouraged that the quality of the domestic water supply be regularly tested to ensure that it is to a potable standard. If the same water supply is also used for irrigation or stock water, check that there is a backflow protection device to prevent any contamination of water supply.

Sewer

Council sewer scheme is not available.

On-site sewage treatment and disposal.

The property is not serviced through Council sewer network. Any onsite wastewater treatment or changes to it will require Environment Canterbury consent.

If there is an existing domestic onsite wastewater treatment system on this property, the owner is responsible for ensuring regular maintenance and servicing is carried to ensure it continues to function satisfactorily.

Any new or replacement of domestic onsite wastewater treatment system will need to meet the requirements of Rule 5.8 of the Canterbury Land and Water Regional Plan to be considered a permitted activity and will require a building consent from Selwyn District Council prior to installation.

Any property with onsite sewage treatment and disposal, animal effluent disposal or water extraction for irrigation may have or require consent from Environment Canterbury and may require consent from the surrounding properties for a variety of discharges. This could have an adverse effect on the neighbouring property in relation to odour, potable water supply quality, or be of a general nuisance factor.

Information regarding what consents have been granted for this or surrounding properties can be obtained by contacting the issuing authority Environment Canterbury.

Land used to dispose of waste or to spread effluent or treated sewage, may be contaminated due to the concentrations or mix of material deposited onto the land over time. If any soil tests have been carried out, please forward a copy to the Council in order for the records to be updated.

For those properties not connected to a Council reticulated sewer system, it is important that the effluent system is regularly checked and maintained. You should also be aware of the limits on what can and should not be disposed of through these systems. Any concerns should be referred to an organization that carries out checks and maintenance or to the product manufacturers.

Council have agreed to build a sewer network for Darfield and Kirwee. Property owners are encouraged to review the evolving progress. Please refer to Selwyn District Council website <https://www.selwyn.govt.nz/services/water/wastewater/darfield-wastewater> for detailed information.

Should you have any further questions please phone 0800 SELWYN (0800 735996) and ask for Water Services.

Stormwater

Stormwater to soa khole

This property may be located within an area covered by Environment Canterbury stormwater consent. It is the responsibility of the property owner to contact Environment Canterbury customer services to ensure that any activity undertaken on site complies with the relevant consent conditions.

Note – the above describes the current roof water disposal type and does not reflect the future situation, which should be determined as part of the subdivision (if applicable). For more information please contact Council.

If you have any questions about the Water, Sewage or Stormwater information above please contact the Selwyn District Council Water Department at 0800 SELWYN or contactus@selwyn.govt.nz

Water Races

Nearby Obsolete as attached map.

Kerbside Waste Collections

Refuse and recycling collection is available on Thursday

The Council provides refuse and recycling collection services for most residential and rural residential properties where these properties occur alongside maintained public roads. Private roads and Right of Ways (as maybe referenced in the Transportation Notes pertaining to this LIM) will not be directly serviced as these access ways are not usually of a sufficient standard to be used safely and efficiently by the collection vehicles. This could also apply to other public roads or streets that are narrow and/or have a lack of vehicle turning facilities. Rural and high country areas and settlements are not covered by regular collection services however localised refuse drop off facilities maybe available for use in specific areas. For further details and advice on refuse collection and recycling services as they may pertain to the property please phone the Council's Asset department on phone 3472 800.

[Selwyn District Council - Collection Days & Routes](#)

If your address shows “no results found”, this means

- your property is not serviced directly by kerbside collections, OR
- you have a new property and either:
 - o you have requested for your property to be added to the route and it is in the process of being added, OR
 - o you have not yet requested for your property to be added to the route, OR

Please contact Council for further detail.

Land and Building Classifications

Energy Infrastructure and Transport

None known

Hazard and Risk

Reference: Plains Flood Management Overlay

This property is identified in the Partially Operative District Plan as being located within a Natural Hazard Overlay. For further information visit

<https://apps.canterburymaps.govt.nz/SelwynNaturalHazards/> or contact the duty planner on 0800SELWYN (0800735996)

Reference: Liquefaction Unlikely Overlay

This property is identified in the Partially Operative District Plan as being located within a Natural Hazard Overlay. For further information visit <http://eplan.selwyn.govt.nz/review> or contact the duty planner on 0800SELWYN (0800735996)

Culture and Heritage

None known

Natural Environment

None known

District-wide matters

None known

Area-specific matters

None known

Land Notes

Land Notes: Central Plains Water Trust holds various resource consents to convey and apply irrigation water to land and to construct and operate a distribution network for the Central Plains Water Enhancement Scheme. Although this property is within the command area of the Scheme, it will not be directly affected by the distribution network.

Land Notes: For further information on the Central Plains Water Enhancement Scheme including relevant maps, please contact Selwyn District Council and/or Central Plains Water Limited.

Property owners can contact Central Plains Water Limited (CPW) to update their details on (03) 928 2960.

Listed Land Use Register (LLUR):

Hazardous activities and industries involve the use, storage or disposal of hazardous substances. These substances can sometimes contaminate the soil. Environment Canterbury identifies land that is used or has been used for hazardous activities and industries. This information is held on a publicly available database administered by Environment Canterbury called the Listed Land Use Register (LLUR). The Selwyn District Council may not hold information that is held on the LLUR, therefore, it is recommended that you check Environment Canterbury's online database at www.llur.ecan.govt.nz.

Residential Swimming Pool

No pool registered to this property.

Land Transport Requirement

McLaughlins Road is a formed and sealed local road maintained by Selwyn District Council. Direct access is via a private right of way (ROW) which is not maintained by Council.

Special Land Features

	NZS3604:2011	AS/NZS1170:2002
Wind Region	A	A7
Snow Zone	N4	N4 Sub-alpine
Earthquake	Zone: 2	Z Factor: 0.3
Approximate Altitude (Amsl)	197m	-
Exposure Zone	B	-

Exposure Zone Descriptions

Zone B: Low

Inland areas with little risk from wind blown sea-spray salt deposits

Zone C: Medium

Inland coastal areas with medium risk from wind blown sea-spray salt deposits. This zone covers mainly coastal areas relatively low salinity. The extent of the affected area varies significantly with factors such as winds, topography and vegetation.

Zone D: High

Coastal areas with high risk wind blown sea-spray salt deposits. This is defined as within 500 m of the sea including harbours, or 100 m from tidal estuaries and sheltered inlets.

Flooding

Flood Management Area - 500 year event

The Council is undertaking a District Plan Review and through this process the Council has obtained and holds information showing that this property may be susceptible to flooding from the Selwyn River and/or in heavy rainfall events. The two reports are outlined below and can be found at <https://apps.canterburymaps.govt.nz/SelwynNaturalHazards/>:

ECan report R19/41 – Selwyn River/Waikirikiri floodplain investigation. The report identifies areas that may be affected by flooding from the Selwyn River/Waikirikiri.

DHI Water and Environment Ltd report – Regional Policy Statement Modelling for SDC – District Plan. The report identifies areas that may be affected by flooding in heavy rainfall events in the Selwyn District. For more information, please contact the Selwyn District Council: phone: 0800 SELWYN (735 996), email contactus@selwyn.govt.nz or visit 2 Norman Kirk Drive, Rolleston.

Alluvion

None known

Avulsion

None known

Erosion

None known

Land Fill

None known

Slippage

None known

Ground Water Level

Not known

Soil Type

Lismore shallow silt loam

Liquefaction and Subsidence

None known

Licences/Environmental Health

No information located.

Network Utility Operators

Information related to the availability of supply, authorisations etc. (e.g. electricity or gas) can be obtained from the relevant Network Utility Operator.

Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:
 - a) Discharge consents.
 - b) Well permits.
 - c) Consents to take water.
 - d) The existence of contamination and/or hazardous sites.
 - e) Flooding.
 - f) Clean air discharge compliance.

Further information may be obtained from Environment Canterbury by requesting a Land Information Request (LIR). To find out more contact the Environment Canterbury on 0800 ECINFO (0800 324 636) or at <http://www.ecan.govt.nz/>

2. The following further information is supplied on the basis set out in note 2 below.

Notes

1. The information supplied in the sections of this report, other than 'Other Information', is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM document based on our current records we would appreciate your response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).
2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:
 - a) The information may be relevant to the purposes for which this report is obtained;
 - b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that

relevant professional advice should be taken before reliance is placed upon that information.

3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

Building owners can carry out certain types of building work without needing to obtain a building consent. This exempt building work is listed in Schedule 1 of the Building Act 2004.

It is the owners' responsibility to ensure that any exempt building work done complies with the Building Code and fits within the provisions of the schedule before they carry out the work.

Please note that Council do not check or review documentation for compliance where information on exempt work has been provided by a property owner to Council. This information is simply filed for record keeping purposes and not to meet any statutory obligation.

Any information of this nature held by Council has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.
6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.
7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.

Information Management Team

Date: 18 July 2025

LIM Report Legend

Base Layers

Road

— Road

Railway

—+— Railway

District Boundary

--- District Boundary

Township Boundary

--- Township Boundary

Ratepayer Information

□ Ratepayer Information

Parcels

□ Parcels

PODP - Zones and Precincts

Precincts

■ Commercial Precincts

■ Industrial Precincts

■ Airfield Precincts

■ Rural Precincts

Zones

- Large lot residential zone
- Low density residential zone
- General residential zone
- Medium density residential zone
- Settlement zone
- General rural zone
- Neighbourhood centre zone
- Local centre zone
- Large format retail zone
- Town centre zone
- General industrial zone
- Special purpose zone

Zone and Water Services

Water_pt

- ▲ EQUIPMENT - BORE
- ▲ EQUIPMENT _ GENERATOR
- ▲ EQUIPMENT - SAMPLE TAP
- ▲ EQUIPMENT - OTHER
- FACILITY
- ★ FIRE PLANT
- ⊕ HYDRANT
- ▲ IRRIGATION
- NODE
- OBSOLETE
- ⊕ SUPPLY POINT
- TANK
- ⊗ VALVE

Water_In

- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE - TREATED
- PIPE - UNTREATED
- PIPE - SEWER
- SITE_BOUNDARY

Sewer_pt

- ◡ CHAMBER
- ▲ EQUIPMENT
- FACILITY
- MANHOLE
- NODE
- ⊗ VALVE

Sewer_In

- OUTLINE
- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE_GRAVITY
- PIPE_RISINGMAIN
- SITE_BOUNDARY

Storm_pt

- CHAMBER
- ▲ EQUIPMENT
- FACILITY
- ✱ INLET/OUTLET
- ▣ MANAGEMENT
- MANHOLE
- NODE
- SOAKHOLE
- SUMP
- ⊗ VALVE

Storm_In

- CHANNEL
- DIM LINE
- MANAGEMENT
- NON SDC SERICE
- OBSOLETE
- OUTLINE
- PIPE
- SITE_BOUNDARY
- ▲ Soakhole w/Hoz Soakage
- StopBank

Storm_py

- CATCHMENTS
- CONSENT AREA
- GROUNDWATER LESS 6M
- OUTLINE OF BASIN
- RATED AREA

Stormwater Management Area

- Stormwater Management Area

West Melton Observatory Zone

- West Melton Observatory Zone

Planning Zones

- High Country
- Port Hills
- Existing Development Area
- Living 1
- Living 2
- Living 3
- Living X
- Living West Melton (North)
- Living Z
- Deferred Living
- Business 1
- Business 2
- Business 3
- Inner Plains
- Outer Plains
- Malvern Hills
- Key Activity Centre
- Living West Melton (South)

Liquefaction Drains and Water Race

- ▲ GATE
- Site
- ▲ WEIR

CDrain_pt

- ▲ GATE
- Site
- ▲ WEIR

CDrain_In

- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

WRace_pt

- DISCHARGE
- + DIVIDE
- △ EQUIPMENT
- GATE
- ▣ GRILL
- ✱ HEADWALL
- MANHOLE
- NODE
- ⊕ POND
- SITE
- SHAFT
- SOAKHOLE

WRace_In

- AQUEDUCT
- CULVERT
- ↔ DIM LINE
- EMERGENCY DISCHARGE
- INTAKE
- LATERAL
- LOCAL
- MAIN
- OBSOLETE
- OUTLINE
- SIPHON
- +— TUNNEL

SDC Cleaned

- SDC Cleaned

Project Extent

- Project Extent

Boundary Between Liquefaction Assessment Zones

- Boundary Between Liquefaction Assessment Zones

Liquefaction Susceptibility

- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

Ecan River Protection Scheme

- Properties Beside Rivers
- ▲ Halswell Staff Gauges
- ◆ Halswell Floodgates
- Halswell Drainage

Greendale Fault

- Greendale Fault 50m Buffer
- Fault Lines (GNS 2013)
- Folds (GNS 2013)

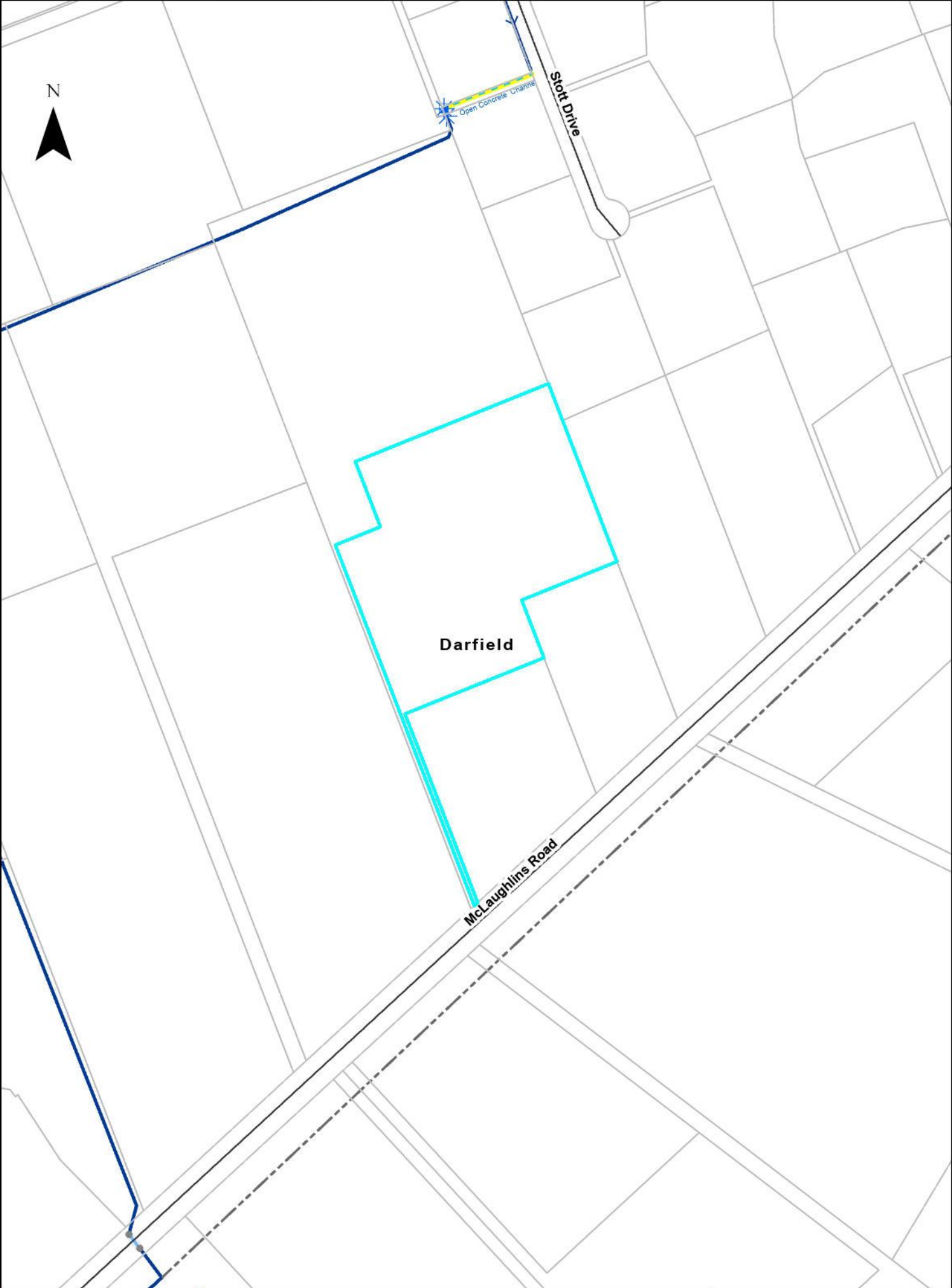
Biodiversity

- ◆ Canterbury Plains SDC AB and C Classes
- Endangered Flora and Fauna
- Potentially Significant Sites
- Confirmed SNA Sites
- Significant Natural Areas (Final 115)

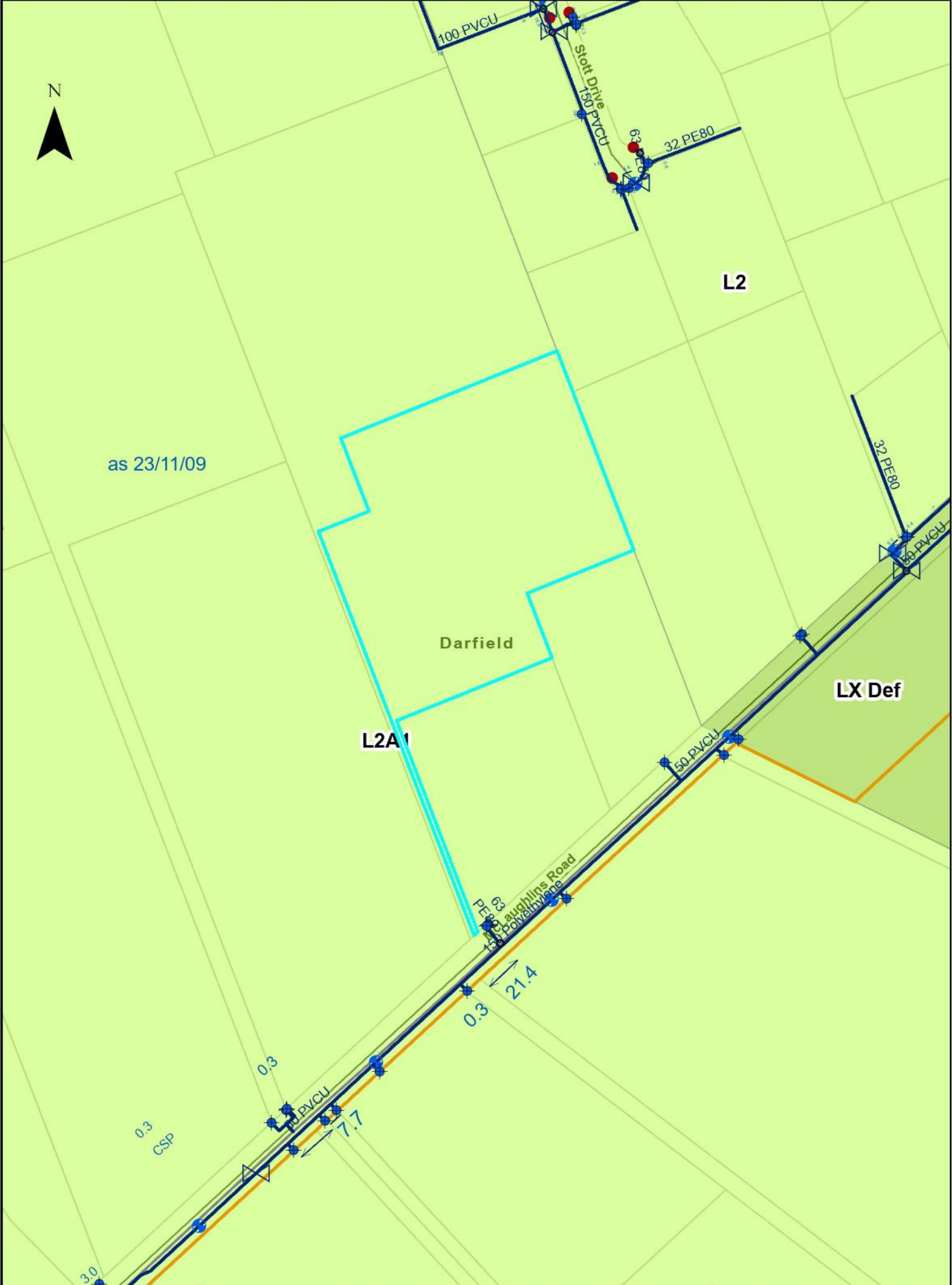
LIM REPORT - PODP Zone and Precinct



LIM REPORT - Liquefaction, Drains and Water Races



LIM REPORT - Zone and Water Services



RESOURCE CONSENT INFORMATION

This document is one of three pages titled “Resource Consent Information” which should be read together.

- Because of the large number of resource consents only consents which fall within the red buffer as identified on the map have been included with this report.
- If further information is required please contact the Council’s Planning Department – Phone Direct 03 3472 868.
- Every effort is made by the Council to identify resource consent in proximity to the property subject to this LIM application. However, it is suggested that a site inspection be undertaken by prospective purchasers to identify any land uses of interest. These may include uses which have existing use rights or other uses which are permitted under the Council’s District Plan.

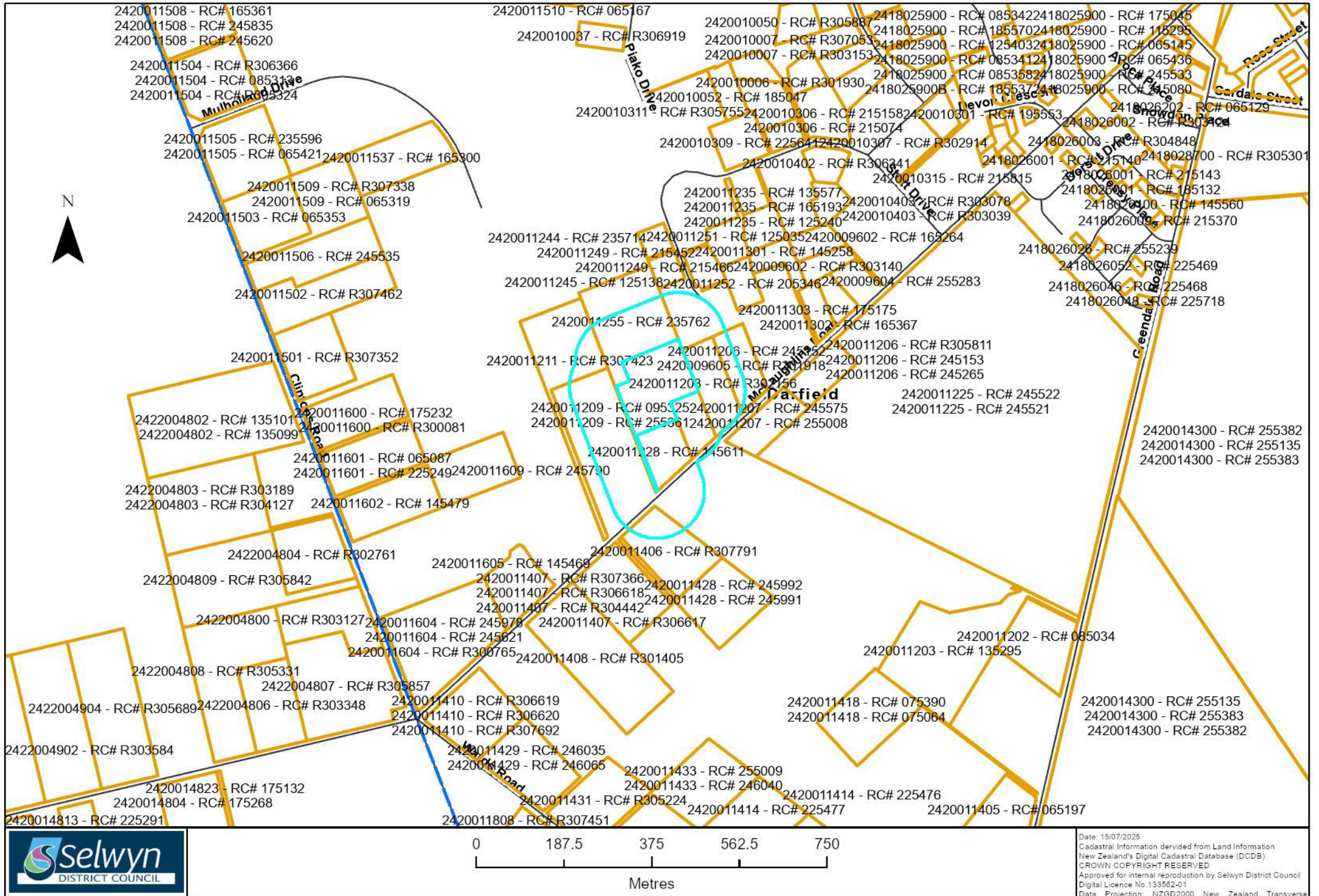
Resource Consent Status Codes:

GHP	Granted by Hearing
GEC	Granted by Environment Court
GDEL	Granted by Delegation
GCOM	Granted by Commissioner
DCOM	Declined by Commissioner
DHP	Declined by Hearing
WD	Withdrawn application
AP	Approved
DC	Declined
Blank	No decision issued
DN	Decision Notified

ADN	Appeal Decision Notified
AE	Appeal expiry
AEC	Appeal Heard by Environment
AN	Abatement Notice
AR	Appeal received
ARI	Application returned incomplete
AWD	Appeal withdrawn
CC	Cancelled
CCI	Certificate Compliance Issued
D37	Deferred under s.37
D37E	s.37 deferral ends
D91	Deferred under s.91
D91E	s.91 deferral ends
ECDN	Environment Court Decision notified
FI	Further Information
FICR	Further Information request - no clock restart
FR	Formally received
HD	Hearing Date
HH	Hearing held
INV	Invoiced
IR	Information received
LAPS	Lapsed
LD	Lodged
LN	Limited Notified
LS	Lapsed
ODN	Objection decision notified
OH	On Hold
OR	Objection received

PA	Pre- application
PN	Publically notified
PS	Process suspended
RAD	Recommendation adopted by Council
RRA	Recommendation to required authority
S223	Section 223
S224	Section 224
SC	submissions closed
WAR	Written Approval Requested
WARE	Written Approvals Received

2420011254



Assessment_ID	RC Number	Proposal	Decision Date
2420009605	R301918	TO ERECT A DWELLING & ACCESSORY BUILDINGS ON RU RES ZONE	1995-08-08
2420011208	R302156	TO ERECT DWELLING IN RU RES ZONE	1996-03-08
2420011209	255316	To erect a 220spm Pole Shed exceeding site coverage	
2420011209	255361	To establish an accessory building exceeding building coverage.	
2420011209	095325	TWO LOT RESIDENTIAL SUBDIVISION TO CREATE 7500m2 LOT WITH EXISTING DWELLING & BALANCE LOT OF APPROX 16.1820HA ZONED L2A1	2010-07-01
2420011211	R307423	TO CREATE TWO LOTS > 2 HA IN LIVING 2A1 ZONE	2005-05-06
2420011228	145611	To undertake three lot subdivision	2015-02-05
2420011255	235762	To erect a residential unit exceeding building coverage	2024-01-16
2420011406	R307791	SUBDIVIDE TO CREATE TWO LOTS OF 2.034HA & 2.21HA ZONED LIVING 2A1	2005-12-19



IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS

STREET TREES AND IRRIGATION

The Selwyn District Council would like to make all new home/land owners and their contractors aware of the process of gaining approval to relocate/remove street trees, or alter Council irrigations systems.

In some areas of the Selwyn District, various types of linked dripper irrigation systems are installed to water establishing street trees. In some cases, the system has not been installed very deep in the ground. It is particularly important that any contractors who are going to be excavating within road berms are aware of this and excavate carefully to locate irrigation lines or drippers, or seek assistance from Council as to their presence/location before excavating. Similarly, care should be taken when excavating near street trees to avoid damage to tree roots.

The developer has put a lot of effort into enhancing the streetscape and providing an attractive environment within your subdivision. It is accepted that in some cases when a new home is built, a planted street tree and associated irrigation system may need to be shifted or removed to facilitate vehicle access to the site. Upon formal request, Council will consider giving approval for such changes to the initial planting plan or irrigation system on a case by case basis, after exploring all alternative options available.

Where it has been qualified that trees can be removed or relocated and/or an irrigation system needs to be shifted, then these works are to be organised by Council and/or the Developer and carried out by one of their approved contractors. All costs associated with these works are to be borne by the requesting land owner.

Please be aware, that in some situations, street trees can be removed and landscaping in a subdivision might still be under the management of the developer. In such cases, Council should still be contacted in the first instance, who will forward the request onto the developer for a response.

The following procedure is to be followed by a land owner who is wanting to request removal or relocation of a street tree and/or associated irrigation systems, in order to facilitate vehicle access to their property.

Requests for the removal or shifting of a tree must be made in writing to the Council Reserves Department stating:

- Street address of the property and the lot number;
- Name of the contact person;
- Contact details;
- Reason for the tree to be removed

On receipt of this formal request, Council staff will assess the following:

- Quality of the tree and whether or not the tree can successfully be moved;
- Whether an irrigation system is present and also needs shifting or decommissioning;
- Any conditions of sale by the developer;
- Any Resource Consent conditions;
- Streetscape theme and amenity value contribution of the tree.

If a tree is not able to be shifted and has to be removed, the landowner may also be required to pay for the cost to plant another tree of the same species and of similar size within the road berm as a replacement.

If an agent of the land owner makes the request to Council, then the agent is deemed to be the person responsible for the payment of all expenses relating to this procedure.

CARE FOR ESTABLISHING STREET TREES

Although the Developer and/or Council endeavours to water in newly planted street trees during their initial establishment years, the public is encouraged to assist with watering trees on your road berm. Establishing a tree in an urban environment faces many challenges so give your tree the best chance of reaching its full potential and value.

Council implements an annual programme of street tree inspections and maintenance throughout the district. Street tree maintenance is the responsibility of the Council, who employs a contractor to provide arboricultural services. It is critical that any other tree maintenance required is undertaken by our appointed contractor to ensure consistency in both quality and tree form.

Please contact us by lodging a Service request if your tree requires any tree maintenance.

Thank you for your assistance and co-operation

Reserves Maintenance Staff
Selwyn District Council

Be water wise



Reducing water use is important as Selwyn households tend to be high users of water. Residential properties connected to a Council supply used an average of 1,470 litres of water per day in 2012/13 and 1,386 litres per day in 2011/12. As a comparison, typical household use in New Zealand is around 675 litres per day.

Part of the reason why Selwyn households have higher water consumption is because properties tend to have large sections and over dry summers water use can increase

significantly. Additional bores can be added to increase the capacity of Council water supplies, but this is costly and unsustainable.

Over summer, demand for water is much higher than in winter, as people use more water to maintain their lawns. When demand for water is very high during dry summers, water restrictions can be introduced if necessary.

Demand is especially high at the peak times of 6–9am in the morning and 4–9pm in the evening, when people

use water for cooking, washing and dishwashers, and often water their lawns at the same time.

We are asking everyone to be careful about how they use water, especially in summer when there is more demand for water. Some areas like Rolleston and Darfield also pay for their water based on metered use so reducing your water consumption will mean you spend less on water bills.

How much water do you use?

This chart shows the amount of water typically used for different household activities. Once you know where your water is going, you can think about how you could reduce your water use. If your water is metered and billed this will help reduce how much you spend on water.

Kitchen—Activity	Water used	Buckets
Dishwashing by Hand	12 to 15 litres per wash	1–1½
Dishwasher	20 to 60 litres per wash	2–6
Drinking, Cooking, Cleaning	8 litres per person	¾–1
Bathroom—Activity	Water used	Buckets
Toilet	4.5 to 11 litres per flush	½–1
Bath	50 to 120 litres (half full)	5–12
Shower (8 minutes)	70 to 160 litres per 8 minutes	7–16
Handbasin	5 litres	½
Tap Running (Cleaning teeth, washing hands)	5 litres	½
Leaking Tap	200 litres	20
Laundry—Activity	Water used	Buckets
Washing Machine (Front loading)	23 litres per kg of dry clothing	4–5
Washing Machine (Top Loading)	31 litres per kg of dry clothing	5–6
Outside—Activity	Water used	Buckets
Hand Watering by Hose	600 to 900 litres per hour	60–90
Garden Sprinkler	Up to 1500 litres per hour	150
Car Wash with Hose	100 to 300 litres	10–30
Filling Swimming Pool	20,000 to 50,000 litres	2,000–5,000
Leaking Pipe (1.5mm hole)	300 litres per day	30



Tips for managing your water use

You can help manage your water consumption wisely by following these tips:

Your garden and lawn

- Water your garden and lawn every few days rather than every day. Wetting the soil surface every day encourages roots to develop at the surface, making them more vulnerable to hot dry spells.
- Water your garden and lawn outside of peak water usage hours (avoid 6am–9am, and 4pm–9pm). Watering in the early morning (before 6am) or late evening (after 9pm) will minimise evaporation loss. Also avoid watering in a Nor' West wind as the water will quickly evaporate.
- Using a watering can or hand watering plants by hose often uses far less water than a sprinkler.
- Use a timer to avoid overwatering as it makes plants more susceptible to fungus diseases and will leach out soil nutrients.
- Use mulch or cover the soil with a layer of organic matter to keep the soil moist. Mulches help protect plant roots from drying effects of sun and wind and also reduce weed growth.

- Check if the soil needs watering by digging down with a trowel and having a look. This is a more accurate way to see if watering is needed than looking at the surface.
- Check you have the right head for your sprinkler. Sprinklers should apply water gently so that it seeps into the soil. Some sprinklers apply water faster than the soil can absorb.
- When planting choose drought resistant plants that don't require a lot of water.



Outdoors

- Wash your car with a bucket of water rather than a hose.
- Use a broom rather than hosing down paths and driveways.
- Inspect hoses and taps both indoors and outdoors to check for leaks which waste water.
- Collect rainwater for use watering gardens and lawns.
- If you have a swimming pool, keep it covered to stop the water evaporating.

Indoors

- Reduce your water consumption at the peak times of 6-9am and 4-9pm. Easy ways to do this include using your washing machine after 9pm at night, and putting your dishwasher on just before you go to bed.
- Take a short shower instead of a bath.
- Don't switch on the dishwasher or washing machine until you have a full load.
- Use a half flush when using the toilet.



2 Norman Kirk Drive, Rolleston, New Zealand
PO Box 90, Rolleston 7643
Telephone (03) 347-2800
Toll-free Darfield (03) 318-8338
Enquiries: accounts.receivable@selwyn.govt.nz

A + S Real Estate Limited
41E South terrace
Darfield 7510

GST Number: 53-113-451
Invoice Date: 18/07/2025
Account No: 806544
Order No.

Tax Invoice 237455

Qty	Description	Rate	GST	Amount
L251544	18/07/25 : A + S Real Estate Limited : A + S Real E			
2420011254	691 McLaughlins Road			
	Non Residential - Land Information Memorandum		58.70	450.00
Subtotal				391.30
GST				58.70
Total Amount				\$450.00

(Please detach and return this portion with your payment)

REMITTANCE ADVICE

A + S Real Estate Limited
41E South terrace
Darfield 7510

Account No.: 806544
Invoice No.: 237455
Total Due: **\$450.00**

Amount Enclosed:

Payment can be made by internet banking to the following account: 03 1587 0050000 00.

Please enter your account number in the particulars field, and your invoice number in the code field.

You are welcome to pay your invoice online by visiting our
website <https://www.selwyn.govt.nz>



Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





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

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on [rea.govt.nz](https://www.rea.govt.nz) and [settled.govt.nz](https://www.settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://www.settled.govt.nz). The guide tells you more about the agreement you sign with the agency helping to sell your property.

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](https://www.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.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

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 or needs a property inspection and the settlement date.

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- 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 any 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 (such as being late on paying the deposit or the remaining amount at the settlement date).

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 day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- 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
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

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

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

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

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 bank approval for 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
- 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
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- 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.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



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 process.

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 and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be 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.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate 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 real estate professional cannot ask the buyer to pay for their services if they have been engaged 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

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

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 something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate 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 real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them 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.

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

About settled.govt.nz



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

Buying or selling your home is one of the biggest financial decisions you will 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. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. 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 – Te Mana Papawhenua (REA).

For more information

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



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

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



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.

