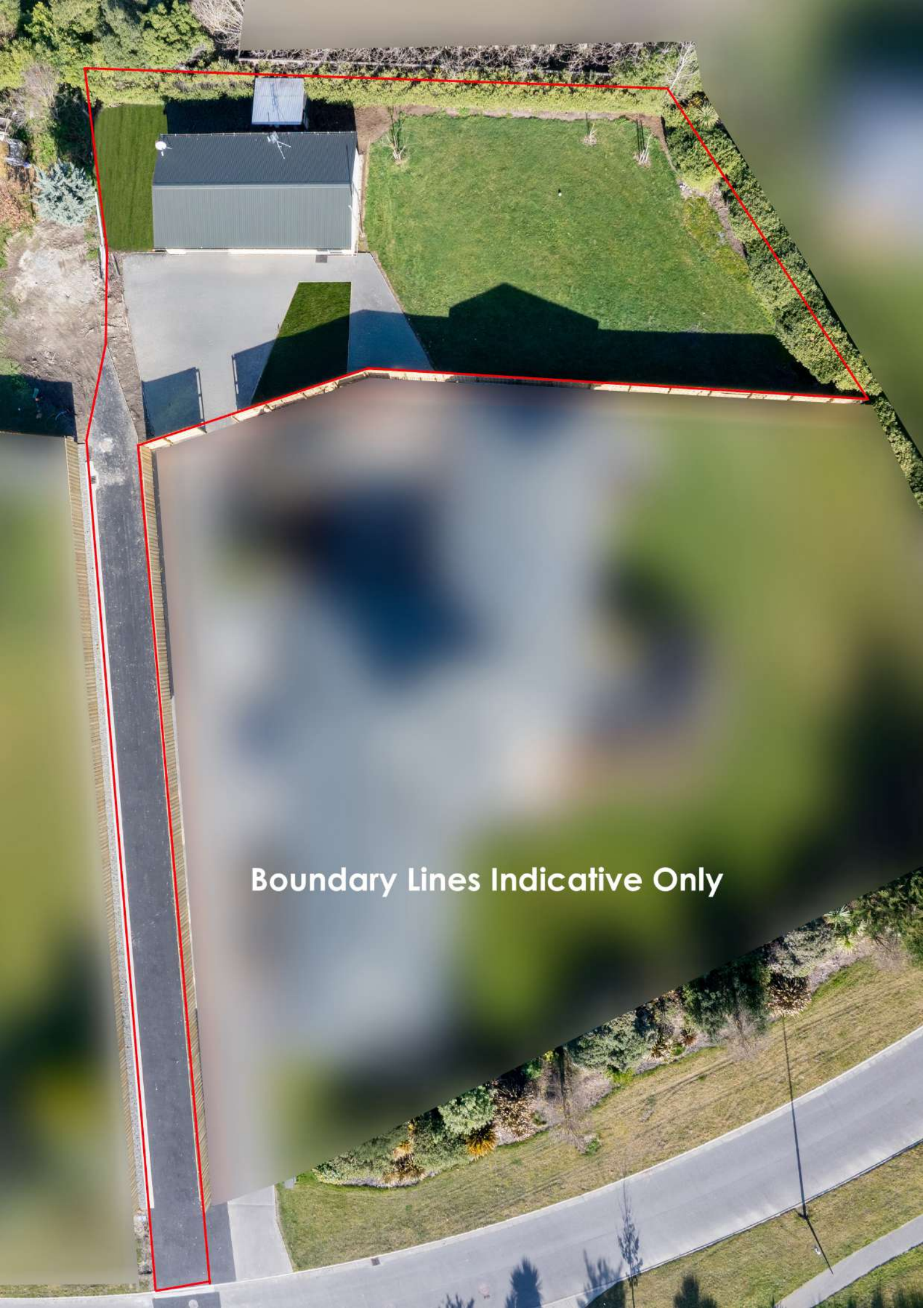


# MCRAE & KNOWLER

---

**PROPERTY BROCHURE**

SECTION OF 19 KIRRIN LANE, WEST MELTON



Boundary Lines Indicative Only

# SECTION OF 19 KIRRIN LANE, WEST MELTON

Deadline Thursday, 21 August, 2pm (unless sold prior)

## RARE FIND – SECTION WITH BONUS SLEEPOUT!

 1  1  1  69 m<sup>2</sup>  820 m<sup>2</sup>

Tucked away in the heart of West Melton, with Preston Downs Reserve at the end of the driveway, this spacious and private 820sqm (approx.) rear section offers the perfect blend of lifestyle and opportunity. Whether you're looking to landbank or create your dream home, this property provides a versatile foundation for your next move.

The section features a modern, fully consented 1-bedroom sleepout – ideal for guests, extended family, a home office, or hobby space. Complete with a living area, double bedroom, bathroom, and single garage, it's a flexible addition ready to be enjoyed.

Located in a peaceful, well-established community and just minutes from local shops, schools, and cafes, this site combines semi-rural charm with everyday convenience.

### Key Features:

- \* Generous 820sqm (approx.) rear section offering privacy and space
- \* Consented 1-bedroom sleepout – perfect for guests, home office, or hobbies
- \* Established location in sought-after West Melton
- \* Services on site
- \* Plenty of room to build your future home

Opportunities like this in West Melton are rare – secure your slice of lifestyle living today.



SCAN TO DOWNLOAD  
REPORTS AND SALE  
PARTICULARS

**TANYA MARILLIER**

tanya@mkrealestate.co.nz

027 383 3844



## LEGALS

Land area	820 sqm
Floor area	69 sqm
Technical category	Rural / Unmapped

## ENERGY

Windows	Aluminum, Double Glazed
Water heating	Gas

## CONSTRUCTION

Year built	2013
Exterior	Plaster
Roof	Colorsteel

## EDUCATION

Early childhood	BestStart
Primary	West Melton Primary
Secondary	Rolleston College

## CHATTELS

Auto Garage Door Opener & 2 x Remotes, Light Fittings, Fixed Floor Coverings
--



AS APPROVED BY  
SELWYN DISTRICT COUNCIL  
Planning Department  
RESOURCE CONSENT  
RC225554 and RC225672

7/11/2022 anderj

#### NOTES:

1. THIS SURVEY HAS NOT INCLUDED SITE MARKING OF THE BOUNDARY POSITIONS UNLESS OTHERWISE INDICATED.
2. SOME UNDERGROUND SERVICE INFORMATION IS SHOWN ON THIS PLAN. THE LOCATION OF ANY SUCH SERVICES SHOULD BE CONFIRMED WITH THE RELEVANT LOCAL AUTHORITY OR UTILITY SERVICE PROVIDER.
3. THE SITE DATUM FOR THIS SURVEY IS:  
MASONRY ANCHOR FLUSH IN CHANNEL  
REDUCED LEVEL: 92.04m  
DATUM: NZVD 2016
4. "SPOT HEIGHT" POSITIONS ARE SHOWN IN THE FOLLOWING FORMAT AND ARE EXPRESSED IN METRES IN TERMS OF THE SITE DATUM FOR THE SURVEY. THE HEIGHTS OF THESE POSITIONS HAVE AN ACCURACY RELATIVE TO THE SITE DATUM AS FOLLOWS:  
x HARD SURFACES eg CONCRETE, ASPHALT +/- 0.030m @ 95% CONFIDENCE LEVEL.  
x SOFT SURFACES eg GRASS +/- 0.050m @ 95% CONFIDENCE LEVEL.
5. CADASTRAL BOUNDARIES BEARINGS AND DISTANCES HAVE BEEN SOURCED FROM DP 443759.
6. SCHEME PLAN ONLY, AREAS & DIMENSIONS ARE APPROXIMATE & SUBJECT TO FINAL SURVEY.
7. AREAS LABELLED C & D ARE SUBJECT TO CONSENT NOTICE 8836691.9 (NO BUILDINGS TO BE ERRECTED IN THOSE AREAS).

#### Legend

- sewer line
- water supply line
- stormwater line

#### MEMORANDUM OF EASEMENTS

Nature	Servient Tenement	Dominant Tenement
	Lot No.	Shown
ROW & all services	2	A
	3	B

#### INFORMATION ONLY

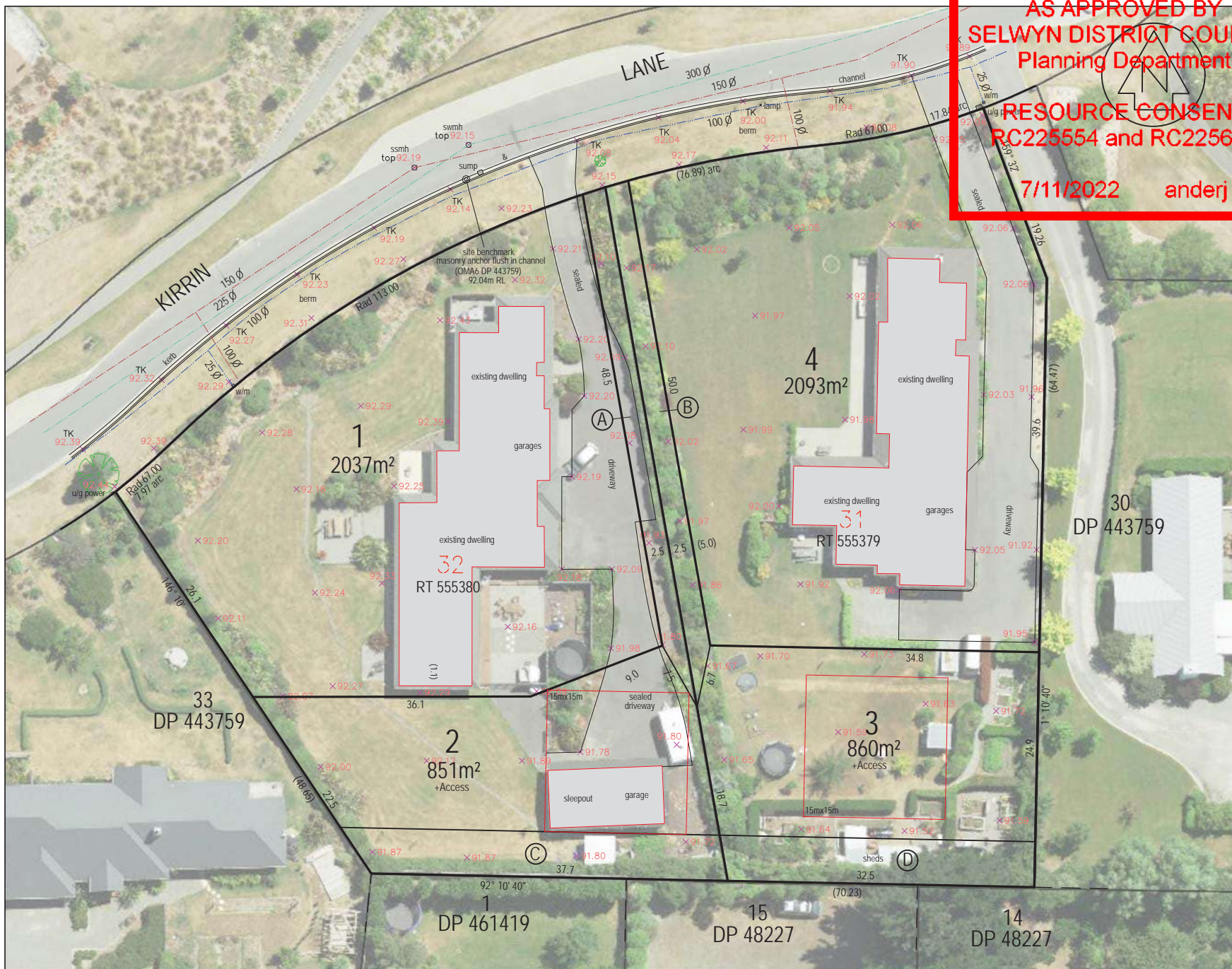
PROJECT NO  
15440

SCALE  
1:400 (A3)

DRAWING NO  
SC-01

SIZE  
A3

REV  
C



**SURVUS**  
CONSULTANTS  
PLANNING • SURVEYING • ENGINEERING

4 Meadow Street, PO Box 5558, Papanui, Christchurch  
P 03 352 5599 AMBERLEY 03 314 9200  
F 03 352 5527 ASHBURTON 03 307 7021  
TOLL FREE 0508 787 887 DARFIELD 03 318 8151

REV	DATE	REVISION DETAILS
C	07/07/22	FOR SUBDIVISION CONSENT
B	01/07/22	FOR SUBDIVISION CONSENT
A	13/05/22	FOR SUBDIVISION CONSENT

DRAFTED SRS	VERIFIED
DATE	APPROVED

PROJECT	TITLE
DANI McRAE - 13 & 19 KIRRIAN LANE, WEST MELTON	PROPOSED SUBDIVISION OF LOTS 31 & 32 DP 443759
RT 555379 & 555380	SHEET 1 OF 1

# Resource Consent Decision

## RC225554 and RC225672



<b>APPLICANT:</b>	D McRae
<b>PROPOSAL:</b>	To undertake a four lot residential subdivision (RC225554); and To erect dwellings on undersized lots (RC225672)
<b>LOCATION:</b>	13 and 19 Kirrin Lane, West Melton
<b>LEGAL DESCRIPTION:</b>	Lot 31 DP 443759 being 3085m <sup>2</sup> in area more or less, as contained in Record of Title 555379; and Lot 32 DP 443759 being 3007m <sup>2</sup> in area more or less, as contained in Record of Title 555380.
<b>ZONING:</b>	<b>Operative Selwyn District Plan (2016)</b> The property is zoned Living WM (North) under the provisions of the Operative District Plan (Townships) Volume
<b>STATUS:</b>	<b>Operative Selwyn District Plan (2016)</b> This application has been assessed as a subdivision consent for a Non-Complying activity and a land use consent for a Discretionary activity under the Operative District Plan.
This application was formally received by the Selwyn District Council on 11 August 2022. Assessment and approval took place on 7 November 2022 under a delegation given by the Council.	

## Decision

### RC225554 - Subdivision

- A. Resource consent RC225554 be processed on a **non-notified** basis in accordance with sections 95A-F of the Resource Management Act 1991; and
- B. Resource consent RC225554 be **granted** pursuant to sections 104, 104B and 104D of the Resource Management Act 1991 subject to the following conditions imposed under sections 108 and 220 of the Act:
  1. That the following conditions of consent shall be met prior to the issue of the Section 224(c) Completion Certificate, at the expense of the Consent Holder.
  2. That the subdivision shall proceed in general accordance with the attached approved subdivision plan (now marked SDC 225554) and the details included with the application, including the creation of any additional utility lots, except where varied by the following conditions of consent.
  3. That all required easements shall be duly created and granted or reserved.

### Consent Notices

4. That pursuant to Section 221 of the Resource Management Act 1991 a Consent Notice shall be registered on the Record of Titles for Lot 1 stating the following:

- a. All accessory buildings shall be setback a minimum of 10m from the road boundary.
  - b. The maximum site coverage for Lot 1 shall not exceed 35%.
  - c. The existing landscaping on Lot 1 located along the full length of the road boundaries shall be maintained to a minimum height of 1.2m. Should any of this vegetation die or become diseased it shall be replaced with a similar species within the first planting season following its demise.
  - d. A minimum of six (6) specimen trees shall be planted on the site. Each tree shall be deciduous and shall have a minimum height of 1.8m at the time of planting and a minimum height of 5m at maturity, and shall be maintained at a minimum height of 5m. The trees shall be planted in the first planting season following the issuing of code of compliance for the construction of dwellings on Lots 2 and 3.
  - e. Should any of the trees required by this consent notice, die or become diseased it shall be replaced with a similar species within the first planting season following its demise.
5. That pursuant to Section 221 of the Resource Management Act 1991 a Consent Notice shall be registered on the Record of Title for Lot 2 stating the following:
- a. All buildings on Lot 2 shall have a maximum height of 6.5 metres.
  - b. The maximum site coverage for Lot 2 shall not exceed 35%.
  - c. A minimum of six (6) specimen trees shall be planted on each site, Each tree shall be deciduous and shall have a minimum height of 1.8m at the time of planting and a minimum height of 5m at maturity, and shall be maintained at a minimum height of 5m. The trees shall be planted in the first planting season following the issuing of code of compliance for the construction of dwellings on Lots 2 and 3.
  - d. Should any of the trees required by Condition 5(c) above, die or become diseased it shall be replaced with a similar species within the first planting season following its demise.
6. That pursuant to Section 221 of the Resource Management Act 1991 a Consent Notice shall be registered on the Record of Title for Lot 3 stating the following:
- a. All buildings on Lot 3 shall have a maximum height of 6.5 metres.
  - b. The maximum site coverage for Lot 3 shall not exceed 35%.
  - c. A minimum of six (6) specimen trees shall be planted on each site, Each tree shall be deciduous and shall have a minimum height of 1.8m at the time of planting and a minimum height of 5m at maturity, and shall be maintained at a minimum height of 5m. The trees shall be planted in the first planting season following the issuing of code of compliance for the construction of dwellings on Lots 2 and 3.
  - d. Should any of the trees required by Condition 6(c) above, die or become diseased it shall be replaced with a similar species within the first planting season following its demise.
7. That pursuant to Section 221 of the Resource Management Act 1991 a Consent Notice shall be registered on the Record of Titles for Lot 4 stating the following:
- a. All accessory buildings shall be setback a minimum of 10m from the road boundary.
  - b. The maximum site coverage for Lot 4 shall not exceed 35%.
  - c. The existing landscaping on Lot 4 located along the full length of the road boundaries shall be maintained to a minimum height of 1.2m. Should any of this vegetation die or become diseased it shall be replaced with a similar species within the first planting season following its demise.
  - d. A minimum of six (6) specimen trees shall be planted on each site, Each tree shall be deciduous and shall have a minimum height of 1.8m at the time of planting and a minimum height of 5m at maturity, and shall be maintained at a minimum height of 5m. The trees shall be planted in the first planting season following the issuing of code of compliance for the construction of dwellings on Lots 2 and 3.

- e. Should any of the trees required by Condition 7(d) above, die or become diseased it shall be replaced with a similar species within the first planting season following its demise.

#### Engineering- General

8. Engineering Approval: The engineering design plans and specifications for all works shall be submitted to the Development Engineering Manager for approval including, but not limited to:

- Water supply
- Sewerage
- Stormwater
- Roothing, including streetlighting and entrance structures
- Upgrade of existing road frontages
- Shared accessways
- Landscaping and irrigation.

No work shall commence until Engineering Approval has been confirmed in writing. Any subsequent amendments to the plans and specifications shall be submitted to the Development Engineering Manager for approval.

9. All work shall comply with the conditions set out in the Engineering Approval and be constructed in accordance with the approved engineering plans.
10. All work shall comply with the Engineering Code of Practice, except as agreed in the Engineering Approval.
11. The consent holder shall include with the engineering plans and specifications submitted for Engineering Approval, copies of any other consents required and granted in respect of this subdivision, including any certificate of compliance or consent required by Canterbury Regional Council.
12. Unless specific provision is made otherwise through the Engineering Approval the services to all lots shall extend from the road boundary to a point one metre inside the net area of the lot. Please note that the net area is the area excluding any right of way or accessway.
13. The consent holder shall provide accurate 'as built' plans of all services to the satisfaction of the Development Engineering Manager. All assets being vested in Council shall be provided in an appropriate electronic format for integration into Council's systems. Any costs involved in provision and transfer of this data to Councils systems shall be borne by the consent holder.
14. The consent holder shall provide a comprehensive electronic schedule of any assets to be vested in the Council to the satisfaction of the Development Engineering Manager. The schedule shall include but not be limited to installed material unit costs, type, diameter, class, quantity and include summary details.

#### Maintenance Bonds (In accordance with the Council's Bonding Policy of Subdivision Works and Large Projects as at the date of issue of this consent)

15. The Consent Holder shall enter into a bond and be responsible for the maintenance of all subdivision and associated works vested in the Council in relation to the Consent at the issuance of the section 224(c) certificate and continue until the Council tests and accepts the quality of the bonded infrastructure and the agreed or stipulated maintenance period taking into account any needed repairs, replacement or rectification required for a period of:
- (a) 12 months for roading, water, sewer and stormwater reticulation; and
  - (b) 24 months for landscaping, reserve assets, stormwater treatment and discharge systems and sewer pump stations.

#### Vehicle Crossings and Accessways

16. A vehicle crossing to service Lot 2 and 3 shall be formed in accordance with Appendix 13 of the District Plan (Townships Volume). The vehicle crossing shall be sealed/metalled to match the existing road surface for the full width of the crossing between the site boundary and sealed carriageway.
17. The vehicle accessway serving 2 and 3 shall be formed in accordance with Appendix 13 of the District Plan (Townships Volume).

#### Water Supply, Stormwater and Sewer

18. Each lot within the subdivision shall be separately serviced with water, sewer and stormwater systems. This condition does not apply to stormwater where ground soakage is available.
19. Where sewer and water mains and stormwater systems in private property are to be vested, a written request shall be submitted for Council approval. Easements in gross in favour of Council shall be provided.

#### Water Supply

20. The net area of each lot shall be provided with an individual potable high pressure connection to the West Melton water supply in accordance with the approved Engineering Plans.
21. Water meters shall be installed in the road reserve only (please note that multi meter boxes may be utilised).
22. Connection into Council's reticulated water supply shall either be carried out or supervised by Council's contractor CORDE at the cost of the consent holder.
23. Any existing water connections crossing the proposed boundary between Lot 1 and 2 and Lot 3 and 4 shall be disconnected to the satisfaction of Council's Development Engineering Manager. Approval for the reestablishment of individual connections shall be requested separately from this consent.

#### Sewer

24. That each lot shall be provided with an individual sewer lateral laid to the boundary of the net area of that lot in accordance with the approved Engineering Plans.
25. All laterals shall be installed ensuring grade and capacity are provided for and in accordance with Council engineering standards, giving regard to maximum upstream development density.
26. All sewer reticulation to be vested shall meet Council CCTV standards.
27. Connection to the Council sewer shall be arranged by the consent holder and the work shall be done by a registered drainlayer.

#### Stormwater

28. The consent holder shall install stormwater reticulation treatment and disposal systems to service the subdivision in accordance with the approved engineering plans and the requirements of Canterbury Regional Council.
29. The consent holder shall prepare and submit a Stormwater Design Report and Management Plan in accordance with the requirements of Selwyn District Council and Canterbury Regional Council. This plan shall be provided for Selwyn District Council's approval and sign-off at the consent holder's cost. It shall include, but not be limited to:
  - A plan showing existing ground levels on neighbouring properties along with proposed levels on the subdivision sites. Interference with pre-existing stormwater flows needs to be considered so as not to cause ponding or nuisance on neighbouring or developed land.
  - Existing and proposed drainage plan with sub catchments and flow arrows to show how the drainage will be affected.
  - Calculations to demonstrate compliance with the Engineering Code of Practice and any relevant Environment Canterbury consent conditions.
  - Ongoing operation and maintenance requirements.

30. Where stormwater discharges are to be undertaken as a permitted activity, confirmation in writing of permitted status shall be provided from Canterbury Regional Council in the form of a certificate of compliance.
31. The proposed development shall not discharge run off onto adjacent properties unless via a controlled outlet approved as part of the Engineering Design Approval.
32. In the event that an adjacent neighbour's historical stormwater drainage was onto the site, the proposed development must maintain or mitigate the historical discharge.
33. Where a specific discharge consent is issued by Canterbury Regional Council (Environment Canterbury), any consent or associated conditions will be subject to Selwyn District Council acceptance, where these obligations will be transferred to Selwyn District Council. The consent holder will hold, operate and maintain the stormwater consent for a minimum of two years after the section 224(c) Completion Certificate has been issued. Council must be satisfied at the end of this period that all aspects of the system, including but not limited to compliance with consent conditions, operations and maintenance costs are acceptable to Council.

#### Power and Telecommunications Services

34. The consent holder shall provide electricity and telecommunications to the net area of each lot of the subdivision with direct frontage to a road by way of underground reticulation in accordance with the standards of the relevant network utility operator.
35. The consent holder shall provide infrastructure to the net area of each rear lot of the subdivision to enable electricity and telecommunications connections by way of underground reticulation in accordance with the standards of the relevant network utility operator.
36. The consent holder shall provide evidence in writing from the relevant authorities that electrical and telecommunications service connections have been installed to each lot.

#### Site stability and site works

37. That the consent holder ensure on a continuing basis (until Certificates of Title are available for each allotment) that dust is not generated from consolidated, disturbance or transportation of material or earthworks activities by keeping the surface of the material damp or by using another appropriate method of dust suppression.
38. A site ground investigation shall be carried out by a suitably qualified person and a report provided to council.
39. The Consent Holder shall confirm whether any earth fill has been placed on site. All earthworks completed on site are to be carried out in accordance with New Zealand Standard (NZS) 4431:2022 – Engineered fill construction for lightweight structures.
40. At the completion of all earthworks Certificates satisfying the conditions of New Zealand Standard (NZS) 4431:2022 – Engineered fill construction for lightweight structures are to be provided to the Selwyn District Council. These certificates will be accompanied by a detailed report highlighting the extent and nature of all earthworks undertaken.

### **Attachments**

1. Approved Plan

### **Development Contributions (Subdivision Consents)**

Development contributions are not conditions of this resource consent and there is no right of objection or appeal under the Resource Management Act 1991. Objections and applications for reconsideration can be made under the Local Government Act 2002.

The consent holder is advised that pursuant to the Local Government Act 2002 and the Council's Development Contribution Policy the following contributions are to be paid in respect of this subdivision before the Council will issue its certificate pursuant to section 224(c) of the Resource Management Act 1991.

Note: The amounts set out in the attached table are applicable at the time of the granting of this consent. If the time between the date the resource consent is granted and the time which the Council would normally invoice for the development contributions (usually the time an application is made for the issue of Council's section 224(c) certificate for the subdivision) is more than 24 months, the development contributions will be reassessed in accordance with the development contributions policy in force at the time the consent was submitted. To avoid delays, the consent holder should seek the reassessed amounts prior to the application for the section 224(c) Resource Management Act 1991 certificate. Please contact our Development Contributions Assessor on 03 347 2800 or at [development.contributions@selwyn.govt.nz](mailto:development.contributions@selwyn.govt.nz).

Activity	Demand Post Development (HUE)	Credits for Existing Demand (HUE)	Additional Demand (HUE)	Development Contribution per HUE (\$)	Development Contribution (\$ Excl. GST)	GST (\$)	Development Contribution (\$ Incl. GST)
Water Supply	4.00	2.00	2.00	4,457.00	8,914.00	1,337.10	10,251.10
Wastewater	4.00	2.00	2.00	5,138.00	10,276.00	1,541.40	11,817.40
Stormwater	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserves	4.00	2.00	2.00	10,352.00	20,704.00	3,105.60	23,809.60
Roading	4.00	2.00	2.00	1,310.00	2,620.00	393.00	3,013.00
Roading ODP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Contribution</b>					<b>42,514.00</b>	<b>6,377.10</b>	<b>48,891.10</b>

## Notes to the Consent Holder

### Lapse Period (Subdivision Consents)

- a) Under section 125 of the RMA, this subdivision consent lapses five years after the date it is granted unless:
  - (i) A survey plan is submitted to Council for approval under section 223 of the RMA before the consent lapses, and that plan is deposited within three years of the approval date in accordance with section 224 of the RMA; or
  - (ii) An application under section 125 of the RMA is made to the council before the consent lapses (five years) to extend the period after which the consent lapses and the council grants an extension.

### Monitoring

- b) In accordance with section 36 of the Resource Management Act 1991, the Council's basic monitoring fee has been charged.
- c) If the conditions of this consent require any reports or information to be submitted to the Council, additional monitoring fees for the review and certification of reports or information will be charged on a time and cost basis. This may include consultant fees if the Council does not employ staff with the expertise to review the reports or information.
- d) Where the conditions of this consent require any reports or information to be submitted to the Council, please forward to the Council's Compliance and Monitoring Team, [compliance@selwyn.govt.nz](mailto:compliance@selwyn.govt.nz)
- e) Any resource consent that requires additional monitoring due to non-compliance with the conditions of the resource consent will be charged additional monitoring fees on a time and cost basis.

### Vehicle Crossings

- f) Any new or upgraded vehicle crossing requires a vehicle crossing application from Council's Assets Department prior to installation. For any questions regarding this process please contact [transportation@selwyn.govt.nz](mailto:transportation@selwyn.govt.nz). You can use the following link for a vehicle crossing information pack and to apply online: <https://www.selwyn.govt.nz/services/roads-And-transport/application-to-form-a-vehicle-crossing-entranceway>

### *Building Act*

- g) This consent is not an authority to build or to change the use of a building under the Building Act. Building consent will be required before construction begins or the use of the building changes.

### *Impact on Council Assets*

- h) Any damage to fixtures or features within the Council road reserve that is caused as a result of construction or demolition on the site shall be repaired or reinstated and the expense of the consent holder.

### *Property Numbering*

- i) *Property Numbering:* All new property numbers identifying new dwelling lots as a result of subdivision adjoining legal roads and/or private roads/rights of way will be issued property numbers by Council in accordance with Council Policy. The applicant shall supply Council with a finalised lot Deposited Plan to enable numbers to be generated for issue and adoption.

### *Water Supply, Stormwater and Sewer*

- j) Onsite stormwater treatment and disposal system(s) must comply with the requirements the Canterbury Regional Council. Where compliance via a Certificate of Compliance cannot be provided, then a resource consent must be obtained.

### *Water Connections*

- k) For supervision purposes a minimum of 2 working days' notice is required. Please note a connection fee being the actual cost quoted by CORDE will apply.

### *Sewer*

- l) ROW's which service two or more lots shall have a 150mm wastewater main installed that terminates into a 1050mm manhole. The wastewater main will be vested to Council and require an Easement in Gross to SDC. Individual 100mm laterals shall be provided to the point of supply of each lot serviced by the ROW from the Council vested wastewater main.

### *Stormwater*

- m) The discharge of roof stormwater must not arise from unpainted galvanised sheet materials or copper building materials. The use of these materials is prohibited in accordance with the conditions of Selwyn District Council's global stormwater consent.

### *Power and Telecommunication Services*

- n) In the case of rear allotments accessed and serviced via private accessways, the condition requires that the infrastructure is in place to make a connection to services ie that a conduit is in place to enable cables to be installed in the accessway without disturbing it. The cables themselves are not required to be installed.

### *Site Stability and site works*

- o) It is noted that if no additional fill is required this can be confirmed as part of the engineering approval and/or the final subdivision signoff process.

### *Engineering Approval*

- p) Engineering Approval – All applications for Engineering Approval shall be uploaded electronically to the Selwyn District Council Website at the following address:  
[www.selwyn.govt.nz/services/subdivisions/engineering-approval/](http://www.selwyn.govt.nz/services/subdivisions/engineering-approval/)

The application shall include:

1. Design specifications
2. Design drawings
3. Design calculations

#### 4. Relevant Resource Consents or Certificates of Compliance.

All correspondence regarding engineering approvals is to be directed to:  
[Development.Engineer@selwyn.govt.nz](mailto:Development.Engineer@selwyn.govt.nz)

*Maintenance Bonds (In accordance with the [Council's Bonding Policy of Subdivision Works and Large Projects](#) as at the date of issue of this consent)*

- q) Maintenance bonds shall be valued at 5% of the total value of works (plus GST).
  - 1. The resource consent holder shall provide costings and estimates for the total value of works from an independent quantity surveyor, acceptable to Council, at the resource consent holder's expense.
  - 2. The Council may re-evaluate the value and duration of the maintenance bond for the following reasons:
    - (a) Inflation;
    - (b) Delays in works being completed; or
    - (c) Repairs, rectification and or replacement is required
    - (d) Price escalations.

#### **RC225672 – Land Use**

- A. Resource consent 225672 be processed on a **non-notified** basis in accordance with sections 95A-F of the Resource Management Act 1991; and
- B. Resource consent 225672 be **granted** pursuant to sections 104 and 104B of the Resource Management Act 1991 subject to the following conditions imposed under section 108 of the Act:
  - 1. That the activity shall proceed in accordance with the attached approved plans (now marked SDC 225672) and the details included with the application, except where varied by the following conditions of consent.
  - 2. All buildings on Lot 2 and Lot 3 shall have a maximum height of 6.5 metres.
  - 3. All accessory buildings shall be setback a minimum of 10m from the road boundary.
  - 4. The maximum site coverage for Lots 1, 2, 3 and 4 shall not exceed 35%.
  - 5. The existing landscaping on Lots 1 and 4 located along the full length of the road boundaries shall be maintained to a minimum height of 1.2m. Should any of this vegetation die or become diseased it shall be replaced with a similar species within the first planting season following its demise.
  - 6. A minimum of six (6) specimen trees shall be planted on each lot. Each tree shall be deciduous and shall have a minimum height of 1.8m at the time of planting and a minimum height of 5m at maturity, and shall be maintained at a minimum height of 5m. The trees shall be planted in the first planting season following the issuing of code of compliance for the construction of dwellings on Lots 2 and 3.
  - 7. Should any of the trees required by Condition 6 above, die or become diseased it shall be replaced with a similar species within the first planting season following its demise.

#### **Attachments**

- 1. Approved Plans

#### **Notes to the Consent Holder**

##### *Lapse Period (Land Use Consents)*

- a) Pursuant to section 125 of the Resource Management Act 1991, if not given effect to, this resource consent shall lapse five years after the date of this decision unless a longer period is specified by the Council upon application under section 125 of the Act.

### *Monitoring*

- b) In accordance with section 36 of the Resource Management Act 1991, the Council's standard monitoring fee has been charged.
- c) If the conditions of this consent require any reports or information to be submitted to the Council, additional monitoring fees for the review and certification of reports or information will be charged on a time and cost basis. This may include consultant fees if the Council does not employ staff with the expertise to review the reports or information.
- d) Where the conditions of this consent require any reports or information to be submitted to the Council, please forward to the Council's Compliance and Monitoring Team, [compliance@selwyn.govt.nz](mailto:compliance@selwyn.govt.nz)
- e) Any resource consent that requires additional monitoring due to non-compliance with the conditions of the resource consent will be charged additional monitoring fees on a time and cost basis.

### *Building Act*

- f) This consent is not an authority to build or to change the use of a building under the Building Act. Building consent will be required before construction begins or the use of the building changes.

### *Impact on Council Assets*

- g) Any damage to fixtures or features within the Council road reserve that is caused as a result of construction or demolition on the site shall be repaired or reinstated and the expense of the consent holder.

Yours faithfully

**Selwyn District Council**



**Jane Anderson**

**Consultant Planner**



Application for the Title  
is with LINZ, and will be  
available once issued

# View Instrument Details



**Instrument No** 8836691.12  
**Status** Registered  
**Date & Time Lodged** 05 September 2011 16:24  
**Lodged By** Tait, Andrew David Royds  
**Instrument Type** Easement Instrument



---

Affected Computer Registers	Land District
-----------------------------	---------------

555349	Canterbury
555350	Canterbury
555351	Canterbury
555352	Canterbury
555353	Canterbury
555354	Canterbury
555355	Canterbury
555356	Canterbury
555357	Canterbury
555358	Canterbury
555359	Canterbury
555360	Canterbury
555361	Canterbury
555362	Canterbury
555363	Canterbury
555364	Canterbury
555365	Canterbury
555366	Canterbury
555367	Canterbury
555368	Canterbury
555369	Canterbury
555370	Canterbury
555371	Canterbury
555372	Canterbury
555373	Canterbury
555374	Canterbury
555375	Canterbury
555376	Canterbury
555377	Canterbury
555378	Canterbury
555379	Canterbury
555380	Canterbury
555381	Canterbury
555382	Canterbury
555383	Canterbury
555384	Canterbury
555385	Canterbury
555386	Canterbury
555387	Canterbury
555388	Canterbury
555389	Canterbury

---

Affected Computer Registers	Land District
-----------------------------	---------------

555390	Canterbury
555391	Canterbury
555392	Canterbury

---

**Annexure Schedule:** Contains 7 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 Andrew David Royds Tait as Grantor Representative on 05/09/2011 04:01 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 Andrew David Royds Tait as Grantee Representative on 05/09/2011 04:02 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)

2009/6229EF  
APPROVED  
Registrar-General of Land

**Grantor**

GW West Melton Limited

**Grantee**

GW West Melton Limited

**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 (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* 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)

**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
Land Covenants	DP443759	DP443759  555349 - 555392 (inclusive)  (Lots 1 - 44 inclusive)	DP443759  555349 - 555392 (inclusive)  (Lots 1 - 44 inclusive)

**Easements or profits 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

The implied rights and powers are hereby {varied} {negatived} {added to} or {substituted} by:

{Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952}

{the provisions set out in Annexure Schedule \_\_\_\_\_ }

**Covenant provisions**

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

The provisions applying to the specified covenants are those set out in:

{Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952}

{Annexure Schedule 2 \_\_\_\_\_ }

## Annexure Schedule 2

## PRESTON DOWNS - PROTECTIVE COVENANTS

## STAGE ONE

## (A) The Grantee shall not:

1. Permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below, furthermore the berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the said land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, letterbox, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Erect or permit to be erected or placed on the land any dwelling house<sup>1</sup>:
  - a) on lots designated as Medium Density<sup>2</sup>, having a floor area of less than 160m<sup>2</sup> (including garage) under one roof<sup>3</sup>;
  - b) on lots designated as Low Density<sup>4</sup>, having a floor area of less than 180m<sup>2</sup> (including garage) under one roof;
  - c) greater than one storey on Lots less than 1,300m<sup>2</sup> (net) with the exception of Lots 7, 28, 38, 39, 42 & 43 where two storeys are permitted;
  - d) greater than one storey on lot 29.
4. Further subdivide or build more than one dwelling unit on any allotment however the Grantor retains the right at all times to further subdivide or approve any other subdivision of any lot or any future stage. This Clause 4 shall expire and be of no further effect on 31<sup>st</sup> December 2020.
5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 28-degree roof pitch<sup>5</sup>. This Clause 5 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause 6 shall expire and be of no further effect on 31<sup>st</sup> December 2016.

7. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.
8. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan, letterbox plan and external colour scheme) that have been approved by the Grantor in its sole discretion prior to the commencement of building. In considering plans for approval the Vendor shall take into account Architectural Merit, Colours, and Visual Appearance. A construction bond of \$2,000 is payable to the Grantor prior to any construction works taking place. This Clause 8 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
9. On lots designated as Medium Density<sup>a</sup>, construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar within 10m of the legal road frontage. The maximum width of the road crossing shall be 4.5m at the road boundary and should be off-set 750mm from the side boundary to allow for landscaping. Such driveway to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the allotment, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantor and/or the Selwyn District Council. Where the Grantor has constructed a sealed driveway to the lot, this access point must be used by the Grantee as the primary driveway entry. This entry point may not be removed or relocated prior to 31<sup>st</sup> December 2016.
10. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Grantor's sole discretion are obtrusive.
11. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
12. Erect or permit to be erected on the land any fence or boundary wall:
  - a) within 3.0 metres of the road boundary' except on
    - (i) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
    - (ii) Street front fencing on lots specified in (i) above shall be of similar materials to the dwelling;

- (iii) Where the secondary road frontage is fenced on the boundary in (i) above, such fencing shall be finished at least 1.0 metre behind the main building line;
  - (iv) Approval of fence design may be declined at the Grantor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision.
- b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Grantor. Approval of fence design may be declined at the Grantor's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundary<sup>10</sup>;
- c) on the internal boundaries of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry, solid timber or in the form of a Paling Fence with timber palings on the same side of the rails as the posts and timber capping unless otherwise approved by the Grantor;
- d) On lots within the low density areas as shown in the Selwyn District Plan (Living WM) any fence other than rural style being post and wire, post & rail or similar;
- however the Grantor retains the right at all times to erect boundary fencing on any boundary fronting a reserve or the road boundary of any lot where access is restricted by a Link Strip, Consent Notice or other device as shown on the Subdivision Application Plan and any right of way boundary of any lot. Such fencing erected by the Grantor shall not be removed without prior written consent of the Grantor. This Clause 12 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
13. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the said lot. Should damage occur, the Grantee shall immediately repair such damage. If such damage is not immediately repaired, the Grantor shall have the right to rectify such damage with reasonable costs to be met by the Grantee, payable on demand.
14. Remove or relocate from the lot any fence, tree or shrub constructed or installed by the Grantor that is within 2.0 metres of the road frontage without the prior written consent of the Grantor. This Clause 14 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
15. Permit any rubbish, including Builders waste materials to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 100mm. The Grantor shall have the right to remove any building materials from the site or any adjoining site

or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the subdivision with reasonable costs to be met by the Grantee, payable on demand.

16. Permit the erection of any sign on the property other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Grantor will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantor and prior written consent is obtained. The Grantor shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without written consent of the Grantor. The Grantor shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause 17 shall expire and be of no further effect on 31<sup>st</sup> December 2016.

**General Covenants:**

18. in the event that the Grantee disagrees with an exercise of discretion by the Grantor under clause 7 above then the matter shall be referred to an architect nominated by the Grantor. The consent of the Grantor shall be deemed to be given if such Architect certifies that the proposed buildings and improvements on the land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
19. The Grantor shall neither be required nor be liable to enforce such above Covenants.
20. The Purchaser (including the Purchasers successors in title and subsequent assignees of the property) covenant with the Vendor (including any subsidiary or associated company of the Vendor or successor or assigns to the Vendor ("Vendor")) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Vendor from progressing and completing the Vendor's Preston Downs development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Preston Downs Development. This covenant by the Purchaser applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Vendor may own or subsequently purchase to progress such development.

Amendments:

- a) R2 increases area from 1,200m<sup>2</sup> to 1,300m<sup>2</sup> for permitted 2 storey dwelling
- b) R2 reduced minimum area in 3b) from 200m<sup>2</sup> to 180m<sup>2</sup> to correct error.

<sup>1</sup> Floor area measurements shall be based on the outside slab dimensions. The lot areas stated are net areas (exclusive of area of Access Lot, Right of Way or Driveway shared with any other Lot). The Grantor retains the right to approve the construction of a dwelling less than the minimum area required by this covenant if in their sole discretion it is deemed to not be of detrimental effect to the subdivision.

<sup>2</sup> The Medium and Low Density Designations are referenced to the Outlines Development Plan (Living WMA) in the Sekeyn District Plan.

<sup>3</sup> Garaging or covered parking which is separate to the dwelling will be considered if in the opinion of the Grantor such design is comprehensive and appropriate for the circumstances.

<sup>4</sup> Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Grantor, those materials and pitch will not adversely effect the development.

<sup>5</sup> The Grantor retains the right to approve fencing within 3.0m of the road frontage due to the irregular shape, size or orientation of the lot. For the removal of doubt, the word 'road' includes right of way and access lot or any lot to veal in the Sekeyn District Council.

<sup>6</sup> The Grantor may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.



## Form 7

### Code compliance certificate

*Section 95, Building Act 2004*

#### The building

Street address of building:	19 Kirrin Lane, West Melton
Legal description of land where building is located:	LOT 32 DP 443759
Building name:	N/A
Location of building within site/block number:	19 Kirrin Lane West Melton
Level/unit number:	N/A
Current, lawfully established, use:	2.0 Housing: 2.0.2 Detached Dwelling
Number of occupants:	N/A
Year first constructed:	2013

#### The owner

Name of owner:	D G J & S M McRae
Contact person:	Danielle McRae
Mailing address:	19 Kirrin Lane , West Melton
Street address/registered office:	N/A
Phone number:	Landline: N/A Mobile: 0272087043
Daytime:	Landline: N/A Mobile: 0272087043
After hours:	Landline: N/A Mobile: 0272087043
Facsimile number:	No information provided
Email address:	dani.mcrae5@gmail.com
Website:	No information provided
First point of contact for communications with the council/building consent authority:	

#### Building work

Building consent number:	BC190037
Description:	Domestic Garage/Sleep out Alteration 'Amendment 1- Add Window To Bathroom'
Issued by:	Selwyn District Council

#### Code compliance

The building consent authority named below is satisfied, on reasonable grounds, that - the building work complies with the building consent.

Signature: Carl Petersen

Position: Building Control Officer

On behalf of: Selwyn District Council

Date: 26 June 2019





## INTRODUCING

# TANYA MARILLIER

Having firmly established herself as a trusted local expert in Selwyn's real estate market, Tanya understands that buying or selling a home isn't just a transaction—it's a journey. With eight years of experience and over \$100 million in real estate sales, she brings passion, expertise, and meticulous attention to detail to every client and customer she works with.

Tanya's top priority is always her clients. She takes the time to listen, understand their needs, and tailor her approach to ensure the best possible outcome. "One-size-fits-all" Real Estate is not an ethos she believes in.

Her goal is to make the process smooth, stress-free, and even enjoyable. What truly sets Tanya apart is her commitment to delivering exceptional service beyond just the sale.

In a fast-paced and ever-changing property market, Tanya stays ahead by continuously refining her strategies and adapting to new challenges. She leverages cutting-edge tools, market insights, and innovative techniques to give her clients a competitive edge.

Before real estate, Tanya spent over 16 years excelling in corporate finance, administration, and office management. Her strong organizational skills, attention to detail, and client-focused mindset have been key to her continued success—just ask her happy clients.



SCAN TO REQUEST  
A MARKET PRICE  
UPDATE



# 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://rea.govt.nz) and [settled.govt.nz](https://settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://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://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](mailto:info@rea.govt.nz) or visit us online at [rea.govt.nz](http://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](http://settled.govt.nz) or email [info@settled.govt.nz](mailto: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](https://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](https://rea.govt.nz),  
call us on **0800 367 7322**  
or email us at  
[info@rea.govt.nz](mailto:info@rea.govt.nz)



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

This information has been supplied by the vendor or the vendor's agents. Accordingly McRae & Knowler is merely passing over the information as supplied to us by the vendor or the vendor's agents. 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 McRae & Knowler do not accept any responsibility to any person for the accuracy of the information herein.

 [tanya@mkrealestate.co.nz](mailto:tanya@mkrealestate.co.nz)

 [mkrealestate.co.nz](https://mkrealestate.co.nz)

Powered by Ownly Ltd. Licensed REAA 2008