

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.

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**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

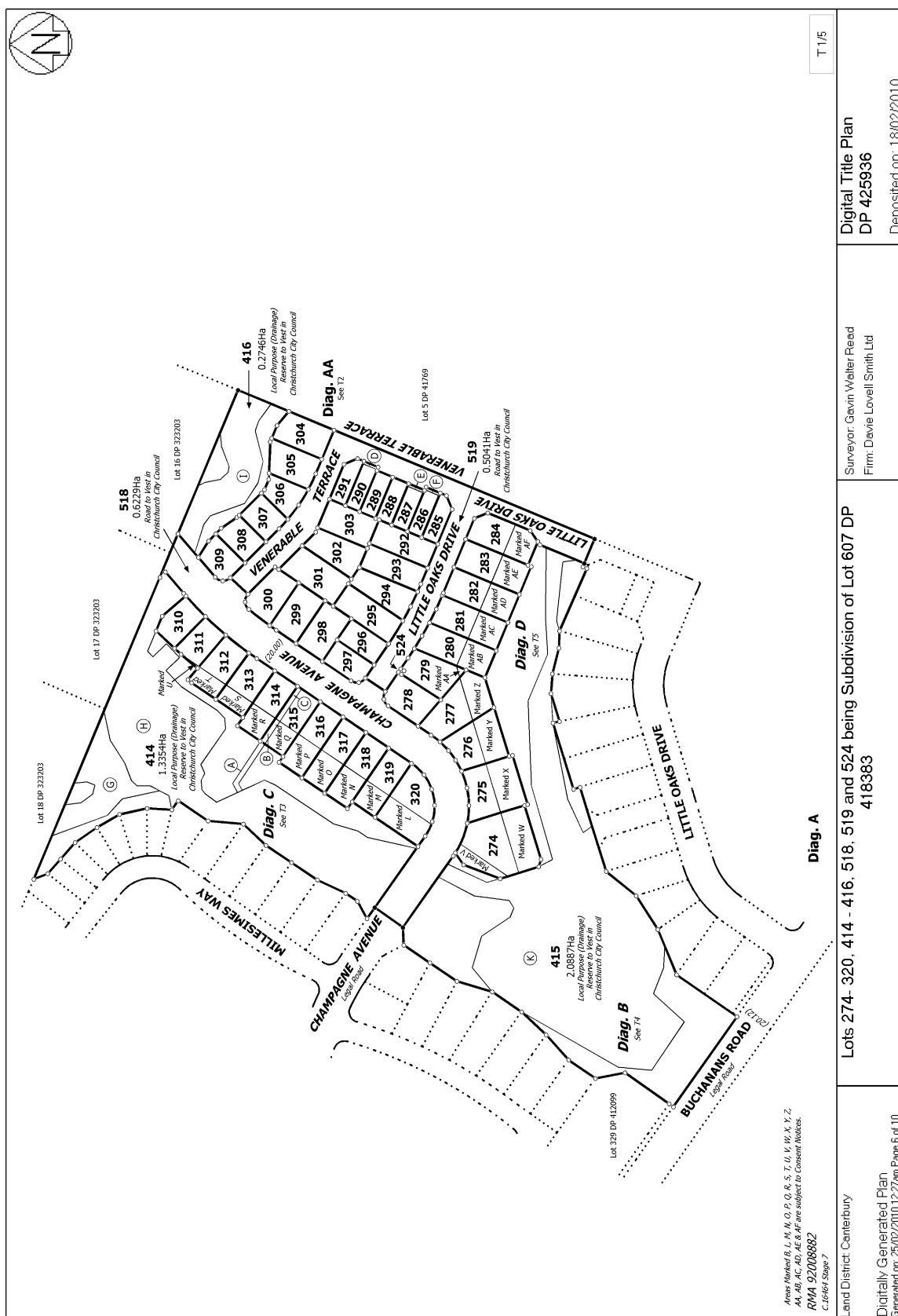
Identifier **502080**
Land Registration District **Canterbury**
Date Issued 18 February 2010

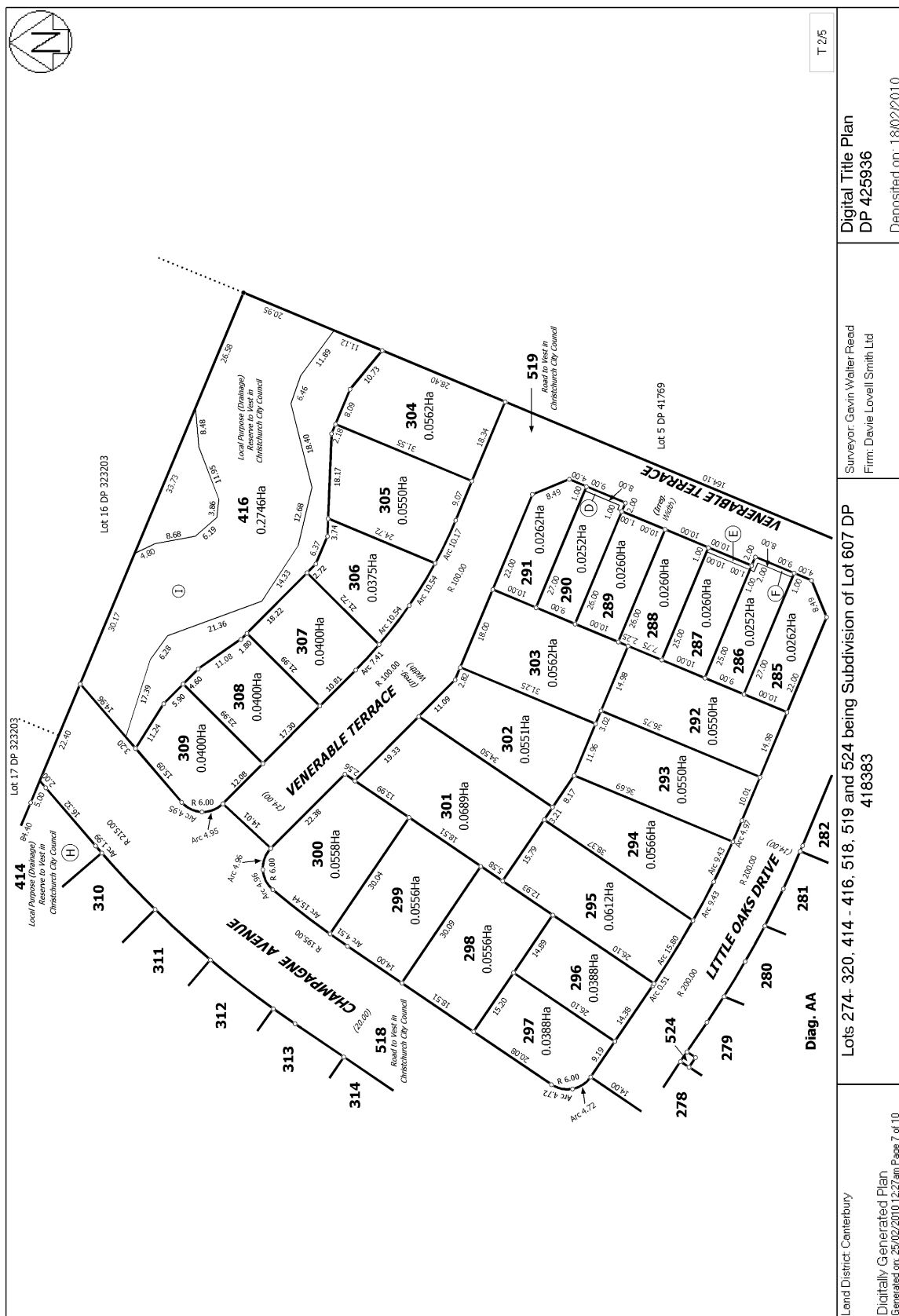
Prior References
470533

Estate Fee Simple
Area 260 square metres more or less
Legal Description Lot 289 Deposited Plan 425936
Registered Owners
Norma Gladys Porter

Interests

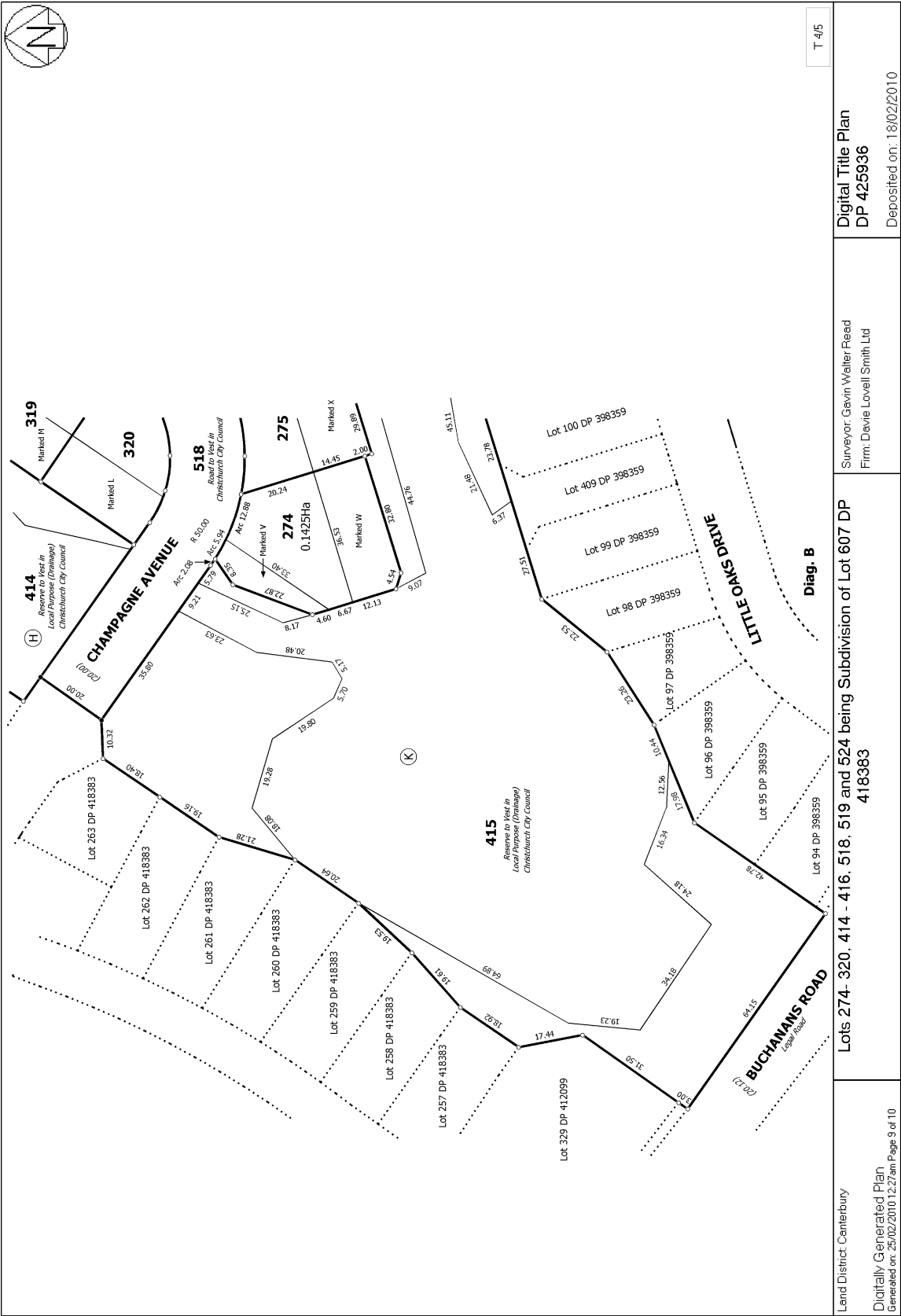
7995707.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.11.2008 at 9:00 am
8284149.2 Variation of Consent Notice pursuant to Section 221(5) Resource Management Act 1991 - 24.9.2009 at 10:08 am
8372823.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.2.2010 at 3:00 pm
Land Covenant in Easement Instrument 8372823.5 - 18.2.2010 at 3:00 pm
Land Covenant in Easement Instrument 8372823.6 - 18.2.2010 at 3:00 pm
Fencing Covenant in Transfer 8745492.1 - 20.4.2011 at 4:05 pm

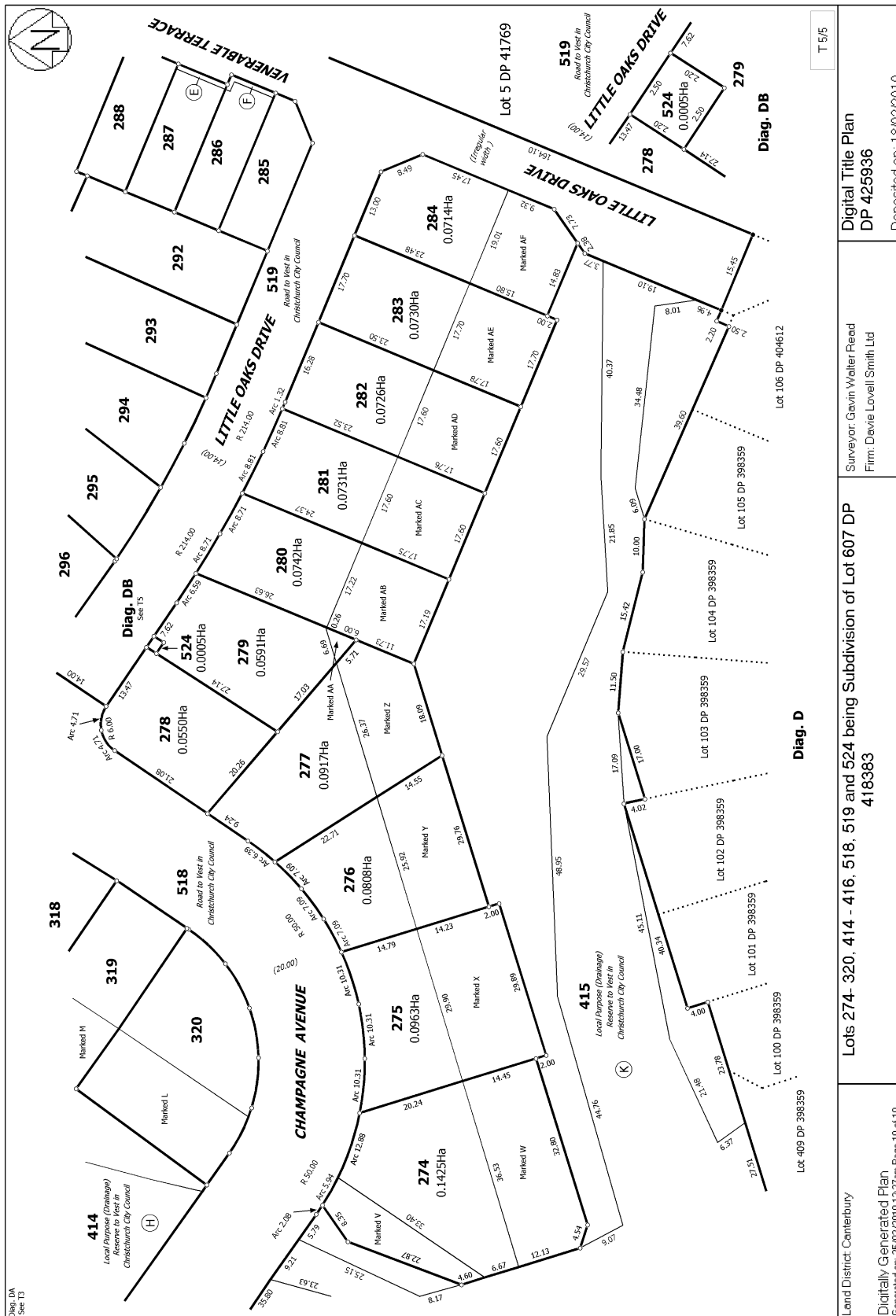






Land District: Canterbury
Digitally Generated Plan
Generated on: 25/02/2010 12:27am Page 8 of 10





IN THE MATTER OF
AND

the Resource Management Act 1991

IN THE MATTER OF

DP 412099 and Subdivision Consent
Application
RMA 92008881

CONSENT NOTICE PURSUANT TO
SECTION 221, RESOURCE MANAGEMENT ACT 1991

To: The Registrar General of Lands
Canterbury land Registration District
LAND INFORMATION NEW ZEALAND

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision consent as follows:

Residential Site Density (all Lots)

The site density detailed below shall be used for the determination of the District Plan rule compliance for any land use on the site.

Medium Density

Lots 185, 219-226, 604.

High Density B

Lots 186-190, 205, 206, 207-211, 227-239.

High Density A

Lots 199-204, 212-218.

CONO 7995707.9 Cons

Cpy - 01/01, Pgs - 002, 12/11/08, 12:13



DocID: 212289580

Setback from high voltage transmission lines (lots 233-239, 329)

A setback is applicable to the high voltage transmission lines and no building will be permitted within areas AB, AC, AD, AE, AF, AH, AI shown on the approved survey Plan.

Minimum ground level for onsite driveway (Lot 238)

The first section of any driveway (measured from the legal roadway) constructed shall reach a height of not less than 39.30msl (Christchurch City Council Datum) for the full width of the driveway. This is to ensure that any proposed driveway onto the site does not act as a secondary flowpath in times of extreme storm events.

Stormwater Integration (lots 207, 525, 603, 604, and 606)

The integration of stormwater treatment and detention for stage 4 as well as stages 5, 6 and 7 and stages 1 and 2 is to occur as follows: [Note the locations of the basins are as shown on the approved application plan referenced as drawing number C.16464 R18 attached to subdivision consent 92007958]:

- a) *Approximately two-thirds of stage 4 first flush volume is to be treated in basin 1. The remaining third of Stage 4 and approximately half of Stage 6 is to be treated in basin three constructed as part of stage three of the overall development. Approximately half of stage 5 is to discharge to basin 2 for first flush treatment. Stormwater above first flush for these stages is to be conveyed via swale through lots 207, 405, 413, 514, 515, 525, 526, 603, 604, and 606 to a 50 year soakage basin shown as basin 4, underneath the pylons. All stormwater for stages 1 and 2 is or will discharge into basin 2, except the first flush stormwater from stage 1 will discharge into basin 1. Where the swale crosses private land it is to be protected by an easement in gross to the Council*
- b) *The balance of stormwater from stages 5 and 6 is to be conveyed to basin 5 for first flush treatment with 50 year detention and soakage also being provided for in basin 4.*
- c) *When required to by the Council and in the circumstances set out below the consent holder shall reconfigure the stormwater soakage and detention system as follows:*
 - i) *50 year detention and soakage for stages 1, 2 and 4 & partially stages 5 & 6 will discharge to the river valley corridor (the "Valley") located in the adjoining land currently owned by Noble Investments Limited.*
 - ii) *The swale from basin 2 to basin 4 will be abandoned. The land owner(s) will, at their own cost, remediate those parts of lots 207, 525, 603, 604, and 606 on which the swale was located and the Council will, on being satisfied that the remediation has been completed to its satisfaction, agree to cancel the easement in gross over those lots.*

- iii) *The stormwater for Stage 7 is to discharge first flush to basin 5 while basin 4 will be used for stormwater above first flush.*
- iv) *The consent holder will either upgrade the Valley in accordance with the Waterways Wetlands Design Guide to cater for the discharge of surface water from stages 1, 2, 4, 5 and 6 or meet its share of the costs of the works where performed by others on a volume of usage basis.*
- v) *The consent holder is to reimburse the Council for the cost of acquiring the Valley for 50 year detention and soakage for stage 1, 2 & 4 and part of stages 5 & 6.*
- vi) *On the matters set out in 4.3 (c)(i) – (v) above being complied with to the satisfaction of the Christchurch City Council, the Christchurch City Council agrees that basin 4 will provide sufficient discharge and soakage capacity for Stage 7 to proceed.*

AND THAT you are hereby directed and required to register the same pursuant to Section 221 Resource Management Act 1991.

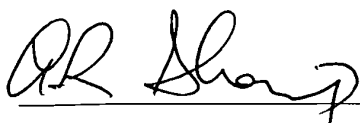
DESCRIPTION OF LAND BY CONSENT NOTICE

ALL THOSE parcels of land comprising:

	CT Reference
Lots 185 - 190 Deposited Plan 412009	444859-864
Lot 199-239 Deposited Plan 412009	444865-444905
Lot 329 Deposited Plan 412099	444906
Lot 525 Deposited Plan 412099	444912
Lot 603-604 Deposited Plan 412099	447857-58
Lot 606 Deposit Plan 412099	447860

DATED this 31st day of October 2008

SIGNED for and on behalf of
THE CHRISTCHURCH CITY COUNCIL
Pursuant to Section 252 of the
Local Government Act 1974



Principal Officer (for the purposes of
Section 221 Resource Management Act 1991)



View Instrument Details

Instrument Type	Transfer
Instrument No	8745492.1
Status	Registered
Date & Time Lodged	20 April 2011 16:05
Lodged By	Tait, Andrew David Royds

Affected Computer Registers	Land District
502080	Canterbury

Transferors

Gillman Wheelans Limited

Transferees

Domus Construction Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Paul Anthony Coghlan as Transferee Representative on 19/04/2011 09:44 AM

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Transferor Representative on 19/04/2011 12:53 PM

*** End of Report ***



View Instrument Details

Instrument No 8284149.2
Status Registered
Date & Time Lodged 24 September 2009 10:08
Lodged By Tait, Andrew David Royds
Instrument Type Variation of Consent Notice Condition under s221(5) Resource Management Act 1991



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

444873	Canterbury
444904	Canterbury
444912	Canterbury
447857	Canterbury
447858	Canterbury
472643	Canterbury
472644	Canterbury
472645	Canterbury
472646	Canterbury
472647	Canterbury
472648	Canterbury

Annexure Schedule: Contains 2 Pages.

Signature

Signed by James Ross Turner as Territorial Authority Representative on 21/09/2009 12:29 PM

*** End of Report ***

IN THE MATTER of the Resource Management
Act 1991

AND

IN THE MATTER DP 412099 (Canterbury Registry)
AND

IN THE MATTER of Consent Notice 7995707.9
(Canterbury Registry)

**CANCELLATION (IN PART) OF CONSENT NOTICE PURSUANT TO SECTION 221
RESOURCE MANAGEMENT ACT 1991**

To: The Registrar General of Lands
Canterbury Land Registration District

TAKE NOTICE that the Christchurch City Council has agreed to cancel in part Consent Notice 7995707.9 (Canterbury Registry) affecting the land described below is to be varied by the deletion of the following text: (shown as bold underline)

Minimum Ground Level for onsite driveway (lot 238)

The first section of any driveway (measured from the legal roadway) constructed shall reach a height of not less than 39msl (Christchurch City Council Datum) for the full width of the driveway. This is to ensure that any proposed driveway onto the site does not act as a secondary flow path in times of extreme storm events".

Stormwater Integration (lots 207, 525, 603, 604 & 606)

The integration of stormwater treatment and detention for stage 4 as well as stages 5, 6 and 7 and stages 1 and 2 is to occur as follows: [Note the locations of the basins are as shown on the approved application plan referenced as drawing number C.16464 R18 attached to subdivision consent 92007958]:

- a) **Approximately two-thirds of stage 4 first flush volume is to be treated in basin 1. The remaining third of Stage 4 and approximately half of Stage 6 is to be treated in basin three constructed as part of stage three of the overall development. Approximately half of stage 5 is to discharge to basin 2 for first flush treatment. Stormwater above first flush for these stages is to be conveyed via swale through lots 207, 405, 413, 514, 515, 525, 526, 603, 604, and 606 to a 50 year soakage basin shown as basin 4, underneath the pylons. All stormwater for stages 1 and 2 is or will discharge into basin 2, except the first flush stormwater from stage 1 will discharge into basin 1. Where the swale crosses private land it is to be protected by an easement in gross to the Council**
- b) **The balance of stormwater from stages 5 and 6 is to be conveyed to basin 5 for first flush treatment with 50 year detention and soakage also being provided for in basin 4.**
- c) **When required to by the Council and in the circumstances set out below the consent holder shall reconfigure the stormwater soakage and detention system as follows:**
 - i) **50 year detention and soakage for stages 1, 2 and 4 & partially stages 5 & 6 will discharge to the river valley corridor (the "Valley") located in the adjoining land currently owned by Noble Investments Limited.**
 - ii) **The swale from basin 2 to basin 4 will be abandoned. The land owner(s) will, at their own cost, remediate those parts of lots**

207, 525, 603, 604, and 606 on which the swale was located and the Council will, on being satisfied that the remediation has been completed to its satisfaction, agree to cancel the easement in gross over those lots.

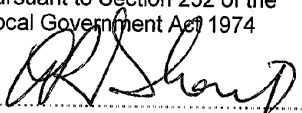
- iii) The stormwater for Stage 7 is to discharge first flush to basin 5 while basin 4 will be used for stormwater above first flush.
- iv) The consent holder will either upgrade the Valley in accordance with the Waterways Wetlands Design Guide to cater for the discharge of surface water from stages 1, 2, 4, 5 and 6 or meet its share of the costs of the works where performed by others on a volume of usage basis.
- v) The consent holder is to reimburse the Council for the cost of acquiring the Valley for 50 year detention and soakage for stage 1, 2 & 4 and part of stages 5 & 6.
- vi) On the matters set out in 4.3 (c)(i) – (v) above being complied with to the satisfaction of the Christchurch City Council, the Christchurch City Council agrees that basin 4 will provide sufficient discharge and soakage capacity for Stage 7 to proceed.

All remaining conditions of the consent notice are to remain in effect as registered.

AND THAT you are hereby requested to register the variation of the Consent Notice pursuant to Section 221 of the Resource Management Act 1991

DATED this 14th day of August 2009

SIGNED for and on behalf of the
CHRISTCHURCH CITY COUNCIL
pursuant to Section 252 of the
Local Government Act 1974


Principal Administrative Officer for the purposes of
Section 221 of the Resource Management Act 1991

View Instrument Details



Instrument No 8372823.4
Status Registered
Date & Time Lodged 18 February 2010 15:00
Lodged By Tait, Andrew David Royds
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers Land District

502065	Canterbury
502066	Canterbury
502067	Canterbury
502068	Canterbury
502069	Canterbury
502070	Canterbury
502071	Canterbury
502072	Canterbury
502073	Canterbury
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502097	Canterbury
502098	Canterbury
502099	Canterbury
502100	Canterbury
502101	Canterbury
502102	Canterbury
502103	Canterbury
502104	Canterbury
502105	Canterbury

Affected Computer Registers	Land District
502106	Canterbury
502107	Canterbury
502108	Canterbury
502109	Canterbury
502110	Canterbury
502111	Canterbury

Annexure Schedule: Contains 1 Page.

Signature

Signed by James Ross Turner as Territorial Authority Representative on 23/02/2010 02:27 PM

***** End of Report *****

IN THE MATTER OF
AND

the Resource Management Act 1991

IN THE MATTER OF

DP 425936 and Subdivision Consent
Application
RMA 92008882 Delamain Stage 7

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

To: The Registrar General of Lands
Canterbury land Registration District
LAND INFORMATION NEW ZEALAND

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision consent as follows:

Residential Site Density (all Lots)

The site density detailed below shall be used for the determination of the District Plan rule compliance for any land use on the site.

Medium Density

Lots 274-284, 292-295, 298-305, & 312-320.

High Density B

Lots 296-297, & 306-311.

High Density A

Lots 285-291.

Setback from high voltage transmission lines (lots 274-277, 279-284 & 311-320 inclusive)

A setback is applicable to the high voltage transmission lines and no building will be permitted within areas marked AA, AB, AC, AD, AE, AF, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y & Z shown on the approved survey Plan.

AND THAT you are hereby directed and required to register the same pursuant to Section 221 Resource Management Act 1991.

DESCRIPTION OF LAND BY CONSENT NOTICE

ALL THOSE parcels of land comprising:

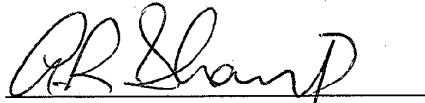
Lots 274-320 Deposited Plan 425936

CT Reference

502065-502111

DATED this 11th day of February 2010

SIGNED for and on behalf of
THE CHRISTCHURCH CITY COUNCIL
Pursuant to Section 252 of the
Local Government Act 1974



Principal Officer (for the purposes of
Section 221 Resource Management Act 1991)

View Instrument Details



Instrument No 8372823.5
Status Registered
Date & Time Lodged 18 February 2010 15:00
Lodged By Tait, Andrew David Royds
Instrument Type Easement Instrument



Affected Computer Registers	Land District
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502066	Canterbury
502067	Canterbury
502068	Canterbury
502069	Canterbury
502070	Canterbury
502071	Canterbury
502072	Canterbury
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502097	Canterbury
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502099	Canterbury
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502102	Canterbury
502103	Canterbury
502104	Canterbury
502105	Canterbury

Affected Computer Registers	Land District
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502106	Canterbury
502107	Canterbury
502108	Canterbury
502109	Canterbury
502110	Canterbury
502111	Canterbury

Annexure Schedule: Contains 8 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 ☒

I certify that the Mortgagee under Mortgage 7359902.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by James Ross Turner as Grantor Representative on 12/02/2010 02:59 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 James Ross Turner as Grantee Representative on 12/02/2010 02:59 PM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

GILLMAN WHEELANS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

GILLMAN WHEELANS LIMITED

Grant* of easement or profit à prendre or creation or 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)

Dated this day of 2010

Attestation

	Signed in my presence by the Grantor <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation
Signature [common seal] of Grantor	Address
	Signed in my presence by the Grantee <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation
Signature [common seal] of Grantee	Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

2010

Page

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of

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	-	DP 425936	DP 425936
	DP 425936	502065 - 502111 both inclusive (Lots 274-320 inc)	502065 - 502111 both inclusive (Lots 274-320 inc)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

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.

The implied rights and powers are **[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 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

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].

All signing parties and either their witnesses or solicitors must sign or initial in this box

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

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pages

*(Continue in additional Annexure Schedule, if required.)***DELAMAIN - PROTECTIVE COVENANTS****STAGE SEVEN****(A) The Grantor 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 Christchurch City 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:
 - a) on lots designated as High Density (A), having a floor area of less than 140m² (including garage) under one roof;
 - b) on lots designated as High Density (B), having a floor area of less than 150m² (including garage) under one roof;
 - c) on lots designated as Medium Density and being less than 620m², having a floor area of less than 160m² (including garage) under one roof;
 - d) on lots designated as Medium Density and being greater than or equal to 621m² in area, having a floor area of less than 170m² (including garage) under one roof;
 - e) with garage facilities/covered parking for less than two vehicles (minimum floor area of 30m²) other than where that lot is designated as High Density (A) where a single vehicle garage is permitted;
 - f) greater than three storeys on any High Density (A) designated lots;
 - g) greater than two storeys on Lots 274, 275, 283, 284, 296, 297, 303-305 and 320 (optional single or two-storey lots);

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DELAMAIN - Stage 7 Protective Covenants

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

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pages

(Continue in additional Annexure Schedule, if required.)

- h) greater than one storey on all Lots except for those listed in Clause 3.f) & 3.g) above.
4. Further subdivide or build more than one dwelling unit on any allotment however the Grantee 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 31st December 2012.
 5. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decramastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 28-degree roof pitchⁱⁱⁱ. This Clause 5 shall expire and be of no further effect on 31st December 2012.
 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 31st December 2012.
 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 Grantee in its sole discretion prior to the commencement of building. In considering plans for approval the Grantee shall take into account Architectural Merit, Colours, and Visual Appearance. A construction bond of \$2,000 is payable to the Grantee prior to any construction works taking place. This Clause 8 shall expire and be of no further effect on 31st December 2012.
 9. 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. The maximum width of the road crossing shall be 4.5m and should be off-set 750mm from the side boundary to allow for landscaping unless such lot is designated as High Density (A) allotment and a zero boundary building setback is achieved, such off-set may be reduced to 250mm. Such driveway to be completed in accordance with clause 2

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

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pages

(Continue in additional Annexure Schedule, if required.)

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 Grantee and/or the Christchurch City Council. Where the Grantee has constructed a sealed driveway to the lot, this access point must be used by the Grantor as the primary driveway entry. This entry point may not be removed or relocated prior to 31st December 2012.

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 Grantee's sole discretion are obtrusive.
11. Permit storage of Gas in bottles greater than 9kg in capacity or allow 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 2.0 metres of the road boundary^{iv} except on
 - (i) lots designated as High Density (A) or High Density (B) where fencing on the road frontage may be permitted on the boundary subject to design approval by the Grantee with such fencing being of solid type no greater than 1.2m in height or palisade type fence no greater than 1.8m in height; or,
 - (ii) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
 - (iii) Street front fencing on lots specified in (i) & (ii) above shall be of similar materials to the dwelling;
 - (iv) Where the secondary road frontage is fenced on the boundary in (ii) above, such fencing shall be finished at least 1.0 metre behind the main building line;
 - (v) Approval of fence design may be declined at the Grantee'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 Grantee. Approval of fence design may be declined at the Grantee's sole

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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^v;

- 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 Grantee;

however the Grantee 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 Grantee shall not be removed without prior written consent of the Grantee. This Clause 12 shall expire and be of no further effect on 31st December 2012.

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 Grantor shall immediately repair such damage. If such damage is not immediately repaired, the Grantee shall have the right to rectify such damage with reasonable costs to be met by the Grantor, payable on demand.
14. Remove or relocate from the lot any fence, tree or shrub constructed or installed by the Grantee that is within 2.0 metres of the road frontage without the prior written consent of the Grantee. This Clause 14 shall expire and be of no further effect on 31st December 2012.
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 75mm. The Grantee 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 Grantor, payable on demand.

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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 Grantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign, which in its sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without written consent of the Grantee. The Grantee 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 31st December 2012.
18. Keep or raise any livestock, poultry or animals of any kind or size on any lot or in any building other than domesticated household pets.

(B)

19. In the event that the Grantor disagrees with an exercise of discretion by the Grantee under clause 8 above then the matter shall be referred to an architect nominated by the Grantee. The consent of the Grantee 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.
20. The Grantee shall neither be required nor be liable to enforce such above Covenants.
21. The Grantor (including the Grantor's successors in title and subsequent assignees of the property) covenant with the Grantee (including any subsidiary or associated company of the Grantee or successor or assigns to the Grantee 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 Grantee from progressing and completing the Grantee's Delamain development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Delamain Development. This covenant by the Grantor applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building

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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 Grantee may own or subsequently purchase to progress such development.

ⁱ 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 Grantee 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.

ⁱⁱ Garaging or covered parking which is separate to the dwelling will be considered if in the opinion of the Grantee such design is comprehensive and appropriate for the circumstances.

ⁱⁱⁱ Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Grantee, those materials and pitch will not adversely effect the development.

^{iv} The Grantee retains the right to approve fencing within 2.0m 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 vest in the Christchurch City Council.

^v The Grantee 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.

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View Instrument Details



Instrument No 8372823.6
Status Registered
Date & Time Lodged 18 February 2010 15:00
Lodged By Tait, Andrew David Royds
Instrument Type Easement Instrument



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

502065	Canterbury
502066	Canterbury
502067	Canterbury
502068	Canterbury
502069	Canterbury
502070	Canterbury
502071	Canterbury
502072	Canterbury
502073	Canterbury
502074	Canterbury
502075	Canterbury
502076	Canterbury
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502095	Canterbury
502096	Canterbury
502097	Canterbury
502098	Canterbury
502099	Canterbury
502100	Canterbury
502101	Canterbury
502102	Canterbury
502103	Canterbury
502104	Canterbury
502105	Canterbury

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

502106	Canterbury
502107	Canterbury
502108	Canterbury
502109	Canterbury
502110	Canterbury
502111	Canterbury

Annexure Schedule: Contains 9 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 ☒

I certify that the Mortgagee under Mortgage 7359902.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by James Ross Turner as Grantor Representative on 12/02/2010 03:01 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 James Ross Turner as Grantee Representative on 12/02/2010 03:01 PM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

CANTERBURY



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

GILLMAN WHEELANS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

GILLMAN WHEELANS LIMITED

Grant* of easement or *profit à prendre* or creation or 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).

Dated this

day of

2010

Attestation

	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
Signature [common seal] of Grantor	Occupation
	Address
	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
	Address
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	-	DP 425936	DP 425936
	DP 425936	502065 - 502111 both inclusive (Lots 274-320 inc)	502065 - 502111 both inclusive (Lots 274-320 inc)

**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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are [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 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

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].

All signing parties and either their witnesses or solicitors must sign or initial in this box

Approved by Registrar-General of Land under No. 2002/5032

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The Grantor shall not:

1. Use as a roofing material, guttering, down pipe or exterior cladding, any material comprising unpainted and/or exposed galvanised, copper or lead products.
2. Apply fungicides for the removal of growth from concrete roof tiles unless there is no practicable alternative.
3. Permit the said land to be used for any industrial or hazardous activity involving any of the activities described in the Hazardous Activities & Industry List attached and marked "A".

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Hazardous Activities and Industries List (HAIL) with Hazardous Substances

This Hazardous Activities and Industries List defines industries and activities which typically use or store hazardous substances that could cause contamination if these substances escaped from safe storage were disposed of on the site, or were lost to the environment through their use. The fact that an activity or industry appears on the list does not mean that hazardous substances were used or stored on all sites occupied by that activity or industry, nor that a site of this sort will have hazardous substances present in the land. The list merely indicates that such activities and industries are more likely to use or store hazardous substances and therefore there is a greater probability of site contamination occurring than other uses or activities. Conversely, an activity or industry that does not appear on the list does not guarantee such a site will not be contaminated. Each case must be considered on its merits, considering the information at hand.

In applying the list, it must be remembered that the activity may only have occupied a small part of the site, and therefore the possibility of contamination will also be for a small part of the site.

Activity or Industry	Hazardous Substances
1. Abrasive blasting – carrying out abrasive blast cleaning (other than cleaning carried out in fully enclosed booths) or disposing of abrasive blasting material.	Dependent on material being removed, Heavy metals, iron
2. Acid/alkali plant, formulation and bulk storage.	Mercury, sulphuric, hydrochloric and nitric acids, sodium and calcium hydroxide
3. Agrichemical spray contractor's premises used for filling and washing out tanks for commercial agrichemical application.	Arsenic, lead, copper, organochlorine pesticides, organophosphate pesticides, herbicides, fungicides, carbamates, and synthetic pyrethroids
4. Airports – fuel storage, workshops, washdown areas, stormwater runoff from hardstanding.	Hydrocarbons, metals
5. Analysts – commercial analytical laboratory sites.	Solvents, acids, mercury
6. Asbestos products production and disposal. Also sites with buildings containing asbestos products known to be in a deteriorated condition.	Asbestos
7. Asphalt or bitumen manufacture or bulk storage – manufacturing asphalt or bitumen, or bulk storage of these products, other than at a single-use site used by a mobile asphalt plant.	Petroleum hydrocarbons, PAHs

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8. Battery manufacture or recycling – assembling, disassembling, manufacturing or recycling batteries (other than storing batteries for retail sale).	Heavy metals (lead, mercury, zinc, cadmium, nickel, antimony, silver, manganese), sulphuric acid,
9. Brake lining manufacturers, repairers and recyclers.	Asbestos, copper
10. Cement or lime manufacturing – manufacturing cement or lime from limestone material using a kiln and storing wastes from the manufacturing process.	Lime, calcium hydroxide, alkalis
11. Cemeteries	Nitrates, lead, formaldehyde, biological hazards
12. Chemical manufacture and formulation and bulk storage such that land use consent is required.	Wide range of organic and inorganic compounds – see AS 4482.1 Table II
13. Coal and coke yards.	PAHs
14. Concrete manufacture and bulk cement storage.	Cement, calcium hydroxide, alkalis
15. Defence works and defence establishments, including ordnance storage and training areas where live firing is carried out.	Explosives, lead, copper, antimony (firing ranges), solvents and metals (workshops), hydrocarbon storage
16. Drum and tank reconditioning or recycling.	Wide range of chemicals from drums
17. Dry cleaning plants – restricted to premises where dry cleaning is carried out and solvents are stored.	Trichloroethylene, 1,1,1-trichloroethane, perchloroethylene, carbon tetrachloride, VOCs
18. Electrical transformers – manufacturing, repairing or disposing of electrical transformers or other heavy electrical equipment.	PCBs, hydrocarbons, copper, tin, lead, mercury
19. Electronics – manufacturing, reconditioning	Metals (e.g. Copper, Tin, Lead), Solvents
20. Engine reconditioning – use of solvents and degreasers	Solvents, hydrocarbons, heavy metals

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21. Explosive production or bulk storage	Acetone, nitric & sulphuric acid; ammonium nitrate, fuel oil, PCP, nitroglycerine, lead, mercury, copper, aluminium, silver, sodium hydroxide, explosives
22. Fertiliser manufacture – manufacturing or bulk storage of agriculture fertiliser.	Calcium phosphate, calcium sulphate, copper chloride, sulphur, sulphuric acid, molybdenum, selenium, boron, cadmium, nitrates, ammonia
23. Foundry operations – commercial production of metal products by injecting or pouring molten metal into moulds and associated activities.	Metals, particularly (iron, aluminium, lead, zinc, copper, tin, nickel, chromium and oxides, chlorides, fluorides and sulphates of these. Acids, coke, fuel oil
24. Gasworks – manufacture of town gas from coal or oil feedstocks.	PAHs, phenolics, BTEX, metals (particularly arsenic, lead, copper, chromium), cyanide compounds, sulphides and sulphates, thiocyanates, ammonia, nitrates, coke
25. Gun, pistol or rifle ranges	Metals – lead, antimony, copper, zinc, tin, nickel
26. Iron and steel works	BTEX, phenolics, PAHs, metals and oxides of iron, nickel, copper, chromium, magnesium and manganese
27. Landfill sites	Dependent on original waste composition, Hydrocarbons, BTEX, PAHs, metals, organic acids, landfill gas, ammonia
28. Livestock dip or spray race operations	Arsenic, organochlorines and organophosphates, carbamates, and synthetic pyrethroids.
29. Market gardens, orchards, glass houses or other areas where the use of persistent agricultural chemicals occurred.	Arsenic, lead, copper, mercury, organochlorines and organophosphates, carbamates, and synthetic pyrethroids

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30. Metal treatment or coating – including polishing, anodising, galvanising, pickling, electroplating, heat treatment using cyanide compounds and finishing, curing works or commercially finishing leather.	Metals (zinc, aluminium, cadmium, chromium, lead, copper, tin), acids (sulphuric, nitric, hydrochloric, phosphoric), sodium hydroxide, solvents and degreasers, cyanide
31. Mining and extractive industries and mineral processing – including chemically or physically extracting metalliferous ores, exposure of faces or release of groundwater containing hazardous contaminants and storing hazardous wastes, including waste dumps and tailings dams, but not gravel extraction.	Arsenic, mercury, cyanides, sulphides, metals – also workshop activities, fuel storage
32. Motor vehicle workshops.	Hydrocarbons, PAHs, solvents, metals
33. Paint manufacture and formulation (but not including retail paint outlets)	Solvents, resins, heavy metals
34. Pest control – commercially operating premises (or former pest destruction board, now regional council sites) where storage and preparation of pesticide occurs, including preparation of poisoned baits and filling or washing of tanks.	Arsenic, cyanide, strychnine, mercury, phosphorus, 1080, organochlorines and organophosphates, carbamates, and synthetic pyrethroids
35. Pesticide manufacture (including animal poisons, insecticides, fungicides and herbicides) – commercially manufacturing, blending, mixing or formulating pesticides.	Wide range of insecticides, herbicides and fungicides, including Arsenic, lead, mercury, copper, tin, chromium, organochlorines, organonitrogens, organophosphates, acid herbicides, dioxin, carbamates
36. Petroleum or petrochemical industries or storage, including oil production and operating a petroleum depot, terminal, blending plant or refinery, retail or commercial refuelling facility, and facilities for recovery, reprocessing or recycling petroleum based materials and bulk storage above and below ground.	Hydrocarbons, including BTEX, PAHs, solvents, lead
37. Pharmaceutical manufacture – commercially manufacturing, blending, mixing or formulating pharmaceuticals, including animal remedies.	Solvents
38. Port activities – including dry docks and ship and boat maintenance facilities.	Metals, paint residues (tin, lead), fuel storage

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39. Power stations and switchyards	PCBs, asbestos, metals (in fly ash), water treatment chemicals (thermal stations)
40. Printing – commercial printing, using metal type, inks and dyes, or solvents.	Solvents, acids, alkalis, heavy metals
41. Railway yards – operating a railway yard including goods-handling yards, workshops, refuelling facilities and maintenance areas.	Hydrocarbons, heavy metals, solvents, creosote
42. Sawmills – use of antisapstain chemicals during milling	Antisapstain fungicides, PCP, hydrocarbons
43. Scrap yards – operating a scrap yard including automotive dismantling or wrecking yard or scrap metal yard	metals, hydrocarbons, solvents
44. Service stations	Hydrocarbons, lead, copper
45. Smelting or refining – fusing or melting metalliferous ores or refining the metal.	Metals and oxides, fluorides, and chlorides thereof
46. Tannery, fellmongery or hide curing – operating a tannery or fellmongery or hide curing works or commercially finishing leather.	Chromium, manganese, copper, ammonia, sulphides, acids, sodium hydroxide, lime, formaldehyde, solvents, cyanide
47. Transport depots	Dependent on products being transported, hydrocarbons, metals and solvents in workshops
48. Storage tanks and drum storage for fuel, chemicals and liquid waste.	Wide range of chemicals, biological hazards.
49. Waste storage, treatment and/or disposal including land disposal of wastes, but not the use of biosolids as soil conditioners:	Depends on type of waste – biological hazards (bacteria, viruses), metals, PAHs, semi-volatile organic compounds, solvents.
50. Wood treatment and preservation and bulk storage of treated timber.	PCP, copper, arsenic, chromium, boron organotin, PAHs and phenolics (creosote), organochlorine pesticides
51. Wool, hide and skin merchants (e.g. drying, scouring).	Detergents, Pesticides, Bleaching agents (e.g., hydrogen peroxide)

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52. Any site that has been, or could be, subject to the migration of hazardous substances from hazardous substances present in soil or water on adjacent sites.

Dependent on contaminants associated with adjacent property

53. Any other facility or activity that stores, uses or disposes of hazardous substances in sufficient quantity that intentional or accidental discharge of the substance could be a risk to human health or the environment.

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ECANCOV 27-5-09

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 and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the 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.

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



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