

PROPERTY INFORMATION

A
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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.

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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

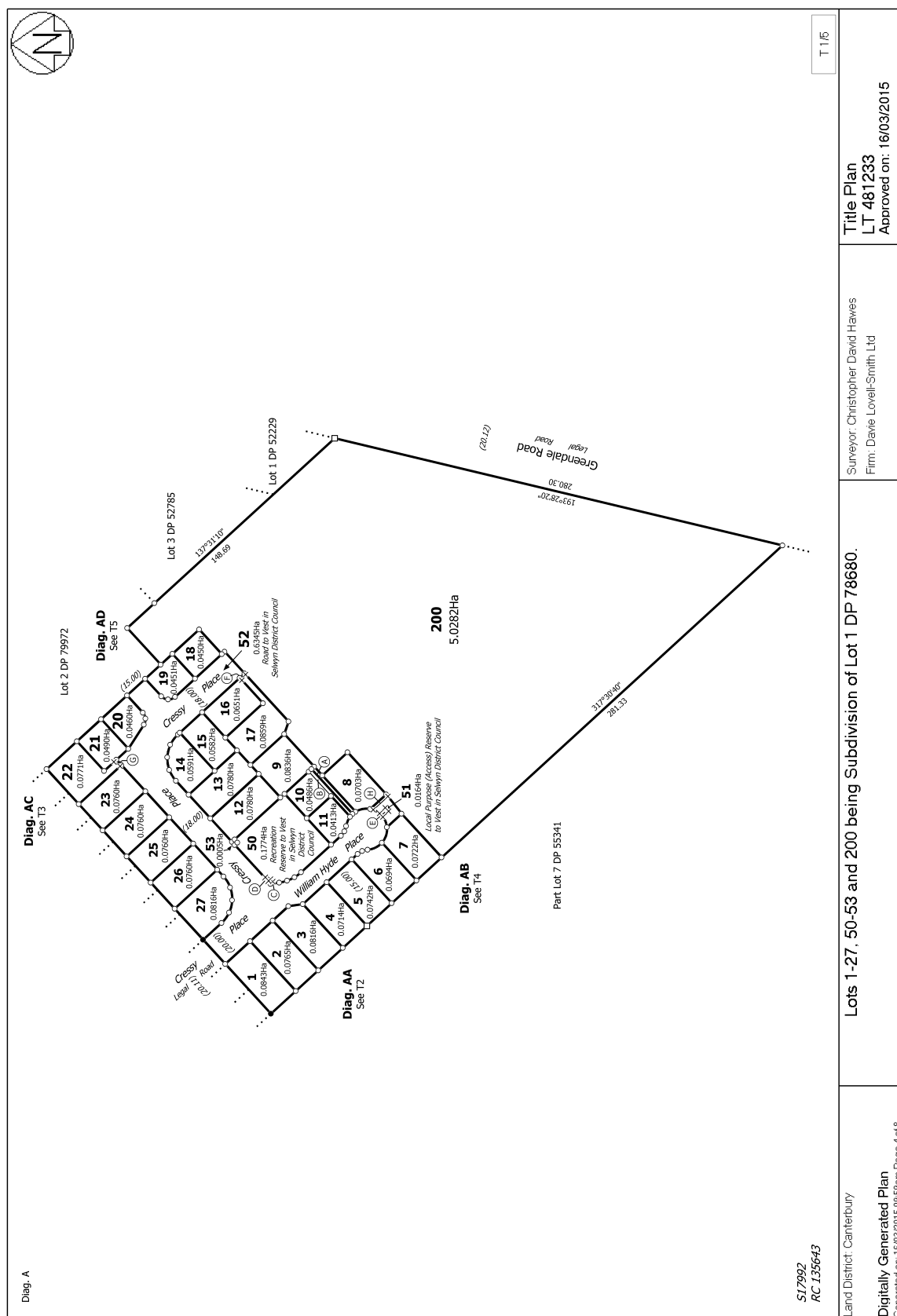
Identifier **674038**
Land Registration District **Canterbury**
Date Issued 09 March 2015

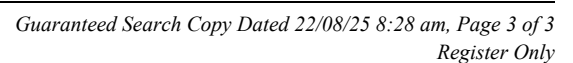
Prior References
CB45A/1046

Estate Fee Simple
Area 843 square metres more or less
Legal Description Lot 1 Deposited Plan 481233

Registered Owners
Alan Anthony Low and Margaret Elaine Low

Interests
Land Covenant in Easement Instrument 9947276.10 - 9.3.2015 at 9:55 am





View Instrument Details



Instrument No 9947276.10
Status Registered
Date & Time Lodged 09 March 2015 09:55
Lodged By Sinclair, Olivia Jane
Instrument Type Easement Instrument



Affected Computer Registers Land District

674038	Canterbury
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674064	Canterbury

Annexure Schedule: Contains 10 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 Matthew James Winter as Grantor Representative on 04/03/2015 09:40 AM

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 Matthew James Winter as Grantee Representative on 04/03/2015 09:41 AM

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

Form B

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

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

Grantor

CRESSY PROPERTIES LIMITED

Grantee

CRESSY PROPERTIES 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) of 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; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register)
Land covenants		Lots 1 - 27 DP 481233 (Title References 674038-647064)	Lots 1 - 27 DP 481233 (Title References 674038-647064)

EM4

Form B - continued

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

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:

Annexure Schedule 1

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

Annexure Schedule

See Annexure Schedule 1 attached

EMF

Annexure Schedule 1

Page 1 of 7 Pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required***LAND COVENANTS FOR CRESSY OAKS****1. Land Covenants ("Covenants")**

1.1 The Developer wishes to protect the visual concept and integrated appearance of the Development as a whole. To achieve this land covenants shall be registered against all the titles having the benefit and those having the burden of these Covenants.

1.2 The Covenants shall:

- (a) Burden each of the residential lots in the Subdivision;
- (b) Benefit each of the residential lots in the Subdivision; and
- (c) Excepting clause 4.4, all expire on **31 December 2030** and be void for all purposes including antecedent breach.

2. Interpretation

2.1 For the purposes of these Covenants:

- (a) "allow" includes doing, facilitating, permitting and suffering;
- (b) "Building" includes all structures and construction, including (but not limited to) dwelling houses, flats, units, garages, glass-houses and sheds but does not include Landscape Features.
- (c) "construct" and "construction" includes to install, erect, relocate, renovate or place on the Land or in any Building and also includes "allow to construct";
- (d) "Covenants" means the covenants set out in this Annexure Schedule 1;
- (e) "Developer" means Cressy Properties Limited or its appointed agent or nominee;
- (f) "Development" means the land known as Cressy Oaks being Lots 1 – 27, 50, 51 and 53 Deposited Plan 481233 (Canterbury Registry);
- (g) "Future Development Land" means Lot 200 Deposited Plan 481233 and Lot 2 DP 79972;
- (h) "Land" means Lots 1 – 27 Deposited Plan 481233 (Canterbury Registry);



Annexure Schedule 1

Page 2 of 7 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (i) "Landscape Features" includes fences, walls, wind-breaks and washing lines;
- (j) "lodge any submission" means personally or through any agent or servant directly or indirectly lodge or support in any way any objection or submission to a planning proposal and includes taking part in a planning hearing, appeal or reference arising in respect of a planning proposal whether as a party or otherwise;
- (k) "planning proposal" means any application for resource consent to the Selwyn District Council in respect of the Future Development Land;
- (l) "Satellite Dish" means any large dish or similar structure used for receiving wireless signals exceeding 700mm in diameter and situated outside any Building; and
- (m) "Show Home" means a home open to the public for display purposes as a means of marketing a style or brand of house.

2.2 The following provisions shall apply in the construction and interpretation of the Covenants (unless the context otherwise requires):

- (a) headings are for convenience only and shall not affect the interpretation of the Covenants; and
- (b) words importing the singular include the plural and vice versa and the masculine gender includes the feminine and neuter genders and vice versa.

3. Approvals

3.1 All approvals or consents required by these Covenants shall be in writing from the Developer and shall be:

- (a) obtained by the Grantor prior to any work being carried out on the Land;
- (b) given or refused in the sole, absolute and unfettered discretion of the Developer;

Annexure Schedule 1

Page 3 of 7 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (c) subject to the Developer reserving its right to approve requests for one party without creating any form of precedent for another party. Further, the Developer may refuse an identical request from another party without having to give reasons; and
 - (d) obtained by the Grantor making an application to the Developer in such form as may be specified by the Developer from time to time.
- 3.2 When the Developer exercises its discretion (as referred to in clause 3.1 above) it may also take into account its own assessment of the effects on any Land, Building, the visual concept or integrated appearance of all or any part of the Development.
- 3.3 The address of the Developer for approvals is the registered office for the time being of the Developer which at the date hereof is 13 Avoca Place, Darfield 7510, or at such other address as the Developer may specify.

4. Covenants*Use of Land*

- 4.1 Without first receiving the approval of the Developer the Grantor shall, in respect of any Land of which the Grantor is a registered proprietor:
- (a) in respect of Lots 10, 11, 18, 19, 20 and 21 Deposited Plan 481233 not construct on the Land any dwelling house having a floor area less than 120m² (inclusive of any garage incorporated as part of that dwelling house) and in respect of Lots 1 – 9, 12 – 17, and 22 – 27 Deposited Plan 481233 not construct on the Land any dwelling house having a floor area less than 150m² (inclusive of any garage incorporated as part of that dwelling house);
 - (b) not construct on the Land any relocated Building or any Building or Landscape Feature other than one constructed on site from new materials;
 - (c) except where cedar cladding or decorative brick or stone are used, not leave the outside of any Building unfinished, or any exterior walls or doors unpainted or unstained more than twelve months after the issue of a building consent for any such Building;
 - (d) not use exterior cladding on any Building of any material other than brick, colour steel, natural stone, timber weatherboard, surface coated concrete block, linear weatherboards, solid plaster or glazing or a combination of these materials;

Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (e) not construct any Building on the Land with an external cladding (except for the cladding of soffits or gable ends) of unrelieved flat sheet fibrolite, hardiflex, galvanized steel or similar materials;
- (f) not use as a roofing material on any Building any material other than:
 - (i) tiles (including clay, ceramic, concrete, decramastic, pre-coated or pressed steel);
 - (ii) colour steel (including pre-painted, long-run pressed or rolled steel);
 - (iii) wooden shingles;
 - (iv) slate;
 - (v) copper; or
 - (vi) a roofing material approved by the Developer;
- (g) not allow the Land to be used for any form of temporary residential purposes either by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation;
- (h) not allow any Building on the Land to be occupied as a residence in any way until (with respect to all Buildings on that same Land):
 - (i) a code compliance certificate has been issued; and
 - (ii) the Buildings have been completed in accordance with all the terms of these Covenants;
- (i) not construct on any part of the Land comprised within a separate identifier more than one Building to be used as a residence;
- (j) not allow any damaged, unwarranted or unregistered vehicle to sit continuously for a period of more than fourteen days where it can be seen from any legal road;
- (k) not construct any Satellite Dish, radio mast or radio aerial on the Land; and
- (l) not construct any fence or permit any fence to be on any Land owned by the Grantor unless it is no more than 1.8 metres in height above the surrounding natural ground level.

Annexure Schedule 1

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Insert instrument type

Land Covenant

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

- 4.2 Subject to covenant 4.3 below, the registered proprietor of any Land (the "New Owner") who takes title with an approved boundary fence already constructed on the Land, which has been paid for in full by an adjoining Land owner that has not already received a contribution from the New Owner or the New Owner's predecessors in title, shall be liable to reimburse the adjoining Land owner for 50% of the actual cost of that boundary fence, such amount to be payable within thirty days of receipt of an invoice.
- 4.3 The Grantor shall be bound by a Fencing Covenant within the meaning of section 2 of the Fencing Act 1978.
- 4.4 The Grantor, in respect of any Land of which the Grantor is a registered proprietor, shall not call upon Selwyn District Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining reserve or other land owned by Selwyn District Council.

Controls prior to construction

- 4.5 The Grantor shall, in respect of any Land of which the Grantor is a registered proprietor, ensure that prior to the period of any construction on the Land a vehicle crossing no more than four metres in width has been installed in a position approved by the Developer, the kerb has been cut down at the crossing from the road to the footpath and the driveway from the road to the Land formed and suitably based.

Controls during construction

- 4.6 The Grantor shall, in respect of any Land of which the Grantor is a registered proprietor, ensure that during the period of any construction on that Land:
- (a) the kerb and berm are protected and any damage repaired immediately on completion of construction;
 - (b) the builders' site shed or sheds are placed on the Land (and not on the footpath, adjoining sections or berm areas);
 - (c) all loading, unloading, delivery and storage of materials by the Grantor's builders takes place on the Land and that no unloading of materials takes place on the footpath, adjoining sections or berm areas; and

Annexure Schedule 1

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Land Covenant

Continue in additional Annexure Schedule, if required

- (d) any rubbish, soil or other material accidentally or negligently deposited within the Development by the Grantor's builders or suppliers is promptly cleaned or removed.

Development of Future Development Land

- 4.7 The Grantor covenants with the Developer that the Grantor shall not at any time lodge any submission against any planning proposal by the Developer to subdivide, develop or use any of the Future Development Land for any residential or recreational activity.

General

- 4.8 Without first receiving the approval of the Developer, the Grantor shall in respect of any Land of which the Grantor is a registered proprietor:
- (a) not allow any animal (including dogs and other domestic pets) to be kept in or about the Land that is, or is likely to cause a nuisance or annoyance to other occupiers in the Development or to detract from the Development as a whole and, in particular, not allow on or about the Land any dog which in whole or in part resembles any of the Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds;
 - (b) not allow a "subdivision of land" of the Land (within the meaning given to those words by the Resource Management Act 1991);
 - (c) not create any legal road or right of way over any part of the Land;
 - (d) not allow any advertisement, sign or hoarding of any kind to be erected on any part of the Land or any Building (except for compulsory statutory signage and real estate for sale signs not exceeding one metre by one metre in size);
 - (e) not allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious matter on the Land, which is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers in the Development;
 - (f) not allow any Building to remain incomplete so that a code compliance certificate for the Building has not issued for the Building within fifteen months of the date of issue of the building consent for that Building;
 - (g) not allow any Landscape Feature to remain incomplete more than twelve months after the date on which construction of the Landscape Feature commenced; and

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Annexure Schedule 1

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Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (h) not allow any Building to be used as a Show Home.

5. Enforcement

- 5.1 If there is any breach of any of the foregoing Covenants the Grantor in breach agrees to and shall, at their cost, (with respect to each individual breach):

- (a) remove or cause to be removed from the Land any Building, other structure or Landscape Feature constructed on the Land in breach of any of the foregoing Covenants;
- (b) replace any building material used and not permitted to be used in breach of any of the foregoing Covenants; and
- (c) carry out such other remedial work or action specified in the notice so as to remedy such breach or non-observance of any of the foregoing Covenants.

- 5.2 Upon written notice being given by the Developer, the Grantor in breach of the covenant shall pay to the Developer agreed liquidated damages of \$100.00 per day for every day that such breach continues after the date on which written notice is given by the Developer to the Grantor and the legal costs of any enforcement action undertaken by the Developer.

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



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

