

**PURCHASERS
ACKNOWLEDGEMENT**

Please complete your details below and sign this form before you submit an offer to purchase the property at: 28 Westbrook Ave, Rolleston (property)

Purchaser Name: _____

Address: _____

Phone: _____ **Email:** _____

Solicitor name: _____ **Firm:** _____

The Purchaser, prior to signing this document, acknowledges and agrees that the purchaser has been:

- ☐ Recommended to seek legal and technical or other advice and information and advice and given a reasonable opportunity to do so;
- ☐ Provided a copy of the approved Real Estate Authority guide relating to sale and purchase agreements;
- ☐ Made aware of the agent's in-house complaints and dispute resolution procedures and given a copy. Made aware that they may access the Real Estate Authority's complaints process without using the agent's in-house procedures and that any use of the in-house procedure does not preclude the making of a complaint to the Real Estate Authority;
- ☐ Advised of any EQC or private insurance claims (that the agent is aware of) relating to the property and their current status. If you are in any doubt about the status of any insurance claim you acknowledge that you have been recommended to seek technical advice from your insurance provider and/or solicitor;
- ☐ Advised that the licensee is not obligated or qualified to provide them with representation on the boundaries of the property. If you are in doubt or seek clarification on the actual boundaries, you acknowledge that you have been advised to engage a survey or seek further advice from your solicitor regarding the boundaries;
- ☐ Made aware of any known defects in the property and/or advised that the property maybe subject to hidden or underlying defects and/or advised the ability to make an offer to purchase the property conditional on obtaining a building report;
- ☐ Provided the property files by document download (including but not limited to Title / Council files)

Overseas Investment Act

- ☐ I/we understand that residential property purchases are now subject to the provisions of the Overseas Investment Act 2005 (OIA). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent, do not have OIA consent and do not make our offer conditional upon obtaining it, we will be in breach of the OIA and may be liable for fines of up to \$300,000. I/we may not be able to settle the transaction and may incur liability to the vendor (including losing our deposit).

IF YOU ARE UNCERTAIN ABOUT YOUR ELIGIBILITY OR WHETHER THE PROPERTY IS SUBJECT TO THE OIA, YOU MUST MAKE YOUR OFFER SUBJECT TO OBTAINING OVERSEAS INVESTMENT OFFER CONSENT.

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Disclosures and representations made by the licensee that the purchaser is relying on (provided verbally, via information provided and/or marketing). The purchaser, prior to signing this document, confirms the salesperson has disclosed the following to them:

The purchasers) acknowledges they have recieved the E-information pack from the salesperson, which includes but not limited to, Title, LIM, Instrument, Easements, and Covenants thereof, in association with building plans. the purchasers) further acknowledges that it is their and their solicitors' responsibility to ensure the property rules, boundaries requirements, meet the purchasers intended use of the property.

The sales person has obtained files from the SDC (Selwyn District Council) including LIM and has provided this to the purchaser for their prior due diligance prior to placing an offer. The purchaser acknowledges they have recieved the Deadline Sale Form and understands he sales process and that the property may be sold prior to the advertised end date of the deadline - at the vendors descretion.

The floor area has been verified by the sales person as 164m2 as per the supplied SDC files, the purchaser is advised to carry out the own due diligence in regards to the correctness of the floor area and floor plan.

If it is indicated that this property has insulation, it is the purchaser's responsibility to investigate if the insulation meets the R.T.A Regulations

Relationship Disclosure (if any): _____

Related Party Transaction

- ☐ We acknowledge that we were advised that section 134 and 136 of the Real Estate Agents Act 2008 do/do not apply (salesperson to delete)

KiwiSaver

- ☐ I/We will/will not be using KiwiSaver Funds for our deposit. KiwiSaver may require the deposit to be paid to the Vendor Solicitors Trust Account.

Permission to market the property after sale

- ☐ The purchaser authorises the agent to market the property as sold for a reasonable period of time. This will include a photo of the property and the suburb.

ATTENTION: Do NOT sign the attached Sale and Purchase Agreement without reading and understanding this document. Do NOT sign the Sale and Purchase Agreement if you feel pressured.

Signed: _____ **Signed:** _____

Name: _____ **Name:** _____

Date: _____ **Date:** _____

Salesperson Signed: _____ **Date:** _____

Salesperson Signed: _____ **Date:** _____