

# PRE-PURCHASE DOCUMENTS & DISCLOSURE DOCUMENTS

SOLD ON KAPITI



### STATEMENT OF PASSING OVER INFORMATION

This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor of the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Ownly (REAA 2008) and Sold On Kapiti Limited does not accept any responsibility to any person for the accuracy of the information herein.

# SOLD ON KĀPITI

#### **Property Information and Disclosures**

Property Addres	s 133 Raumati Road, Raumati Beach, Paraparaumu
	on/people   Sold on Kāpiti - Karl Matakatea and Zoe Degotardi
Vendor to c	omplete the following disclosures at time of listing:
Vendor's War	
	ng a Sale & Purchase Agreement, the Vendors Warranties clause requires that:
	received any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or
government aut any other party.	hority or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from
b) You have no l in respect of the	knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser property.
If you are unable	e to warrant either of the above, please describe:
Notes:	
Insurance	
No Yes	Have you ever made any insurance or EQC claims in connection with the property?
No Yes	Have you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this property
If 'YES' to any o	f the above, please explain:
<b>Property Discl</b>	osures (include notes for further detail)
No 1 Yes	Is the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they have signed related agreements or consents to) which may affect a customer's decision to purchase?
V No ☐ Yes	Are there any areas of concern relating to the property and it's neighbourhood? For example, criminal activity, possible nearby developments, unusual death at the property, neighbourhood disputes, boundary issues, fencing issues or Council Encroachments at the property?
□ No 1 Yes	Is everything in proper working order, including but not limited to electrical fittings, appliances, plumbing, locks and keys and remotes to all outside doors, wood burners, heating, security systems and airconditioning and including all of the intended chattels?
No Yes	Does the property display characteristics of asbestos presence?
No Yes	Does the property display evidence of the presence of Dux Qest plumbing?
No Yes	Does the property display evidence of the presence of weatherside cladding?
No 🗌 Yes	Are there keys and/or remotes (if applicable) for every external door?
Insulation:	Is there Insulation: in all external walls (ex-garage)? No Ves Unsure in the ceiling? No Ves Unsure underfloor? No Ves Unsure in garage (if part of house)? No Ves Unsure
Additional Note	es:
, tadicional 140te	

Property Disclosures continued					
☐ No	Yes	Is the property connected to town services? - water, stormwater, sewage?  If, no, describe fully the property's arrangements and detail servicing arrangements, including when last serviced?			
No	Yes	Will there be water/electricity/gas available for the new owner on settlement?			
No	Yes	Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:			
L	/	If, yes, was the property professionally remedied?  Can you provide evidence of this?  No Yes NIA  No Yes			
No	V Yes	Does the property have a wood burner or open fire? place?  When was it last serviced? 2025  Does it have a Code Compliance Certificate or Permit? No Yes N/A			
√No	☐ Yes	Are there any retaining walls on or about the property?  Is there a Code Compliance Certificate or Permit available (where applicable)?  Is there any evidence of movement in the wall/s? If so please explain			
Mo	Yes	Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?			
No No	Yes	Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?			
<b>V</b> No	Yes	Is there any evidence or issues relating to the structural integrity of the dwelling, e.g. building subsidence, signs of movement, walls removed?			
No	Wes	Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?			
No	Yes	Have any fully-tiled showers been installed? (They will need a CCC)			
No	Yes	Is there any evidence of current or past insect, rodent or animal issues on the property?			
		Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s)			
		a) are they fully City Council compliant for their claimed type of use? No Yes N/A b) is there anything about them that should be disclosed to buyers? No Yes			
		c) are they fully operational (completed, permanent power supplied etc)?			
□ No ☑ N/A □ Unsu	☐ Yes	If the property is a rental property does the home met the "healthy homes" requirements?  The healthy homes standards became law on 1 July 2019. The healthy homes standards introduce specific and minimum standards for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping in rental properties. All private rentals must comply within 90 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2024. see www.tenancy.govt.nz			
☐ No	Yes	Unsure N/A If the property is a Unit Title, Cross Lease, Company Share and/or has a Body Corp or has special rules of occupation, is there any limitation on normal residential activity (e.g. having pets, tenants, parking vehicles etc.)			
Additio	Additional Notes: (if required)				
	11011101251	· (iii required)			
1					

Property Disclo Le⁄aks Disclosur	sures continued re		
No Yes	Was any part of any weathertightness is	building (or alterations to) constructed in 1990 – 2005? (This period sues.	is noted for potential
No Yes	flood damage, faile	vare of any weathertightness or water damage issues past or present d offers, remedial action applied to any problem area(s) or any matte ny building forming part of the property)? If 'Yes' describe fully:	
	vided by the Vendor	to buyers via the buyer document link upon request. Agent will note	or cross out all the documents
		irm they are in the Buyer Info Pack.	
LIM   Available		☐ Uploaded to Buyer Documents	
Title & Instrume	ents   Available	☐Uploaded to Buyer Documents	
<b>Building report</b>	Available	Uploaded to Buyer Documents	
CCC Available		Uploaded to Buyer Documents	
HH report □A\		Uploaded to Buyer Documents	
RC Available Building Consen		Uploaded to Buyer Documents Uploaded to Buyer Documents	
<u> </u>	<del>777</del>		
Any relevant cer Sanitary reports Insulation or CO			Uploaded to Buyer Documents
Other	A certificates.	☐ Uploaded to Buyer Do	ocuments
The client(s) un	dertake to disclose t	o ownly and the listing salesperson (in writing - addressed to the lis	ting salesperson) details of any
		become aware of between listed date and sold date. Additional Not	
This postion is to	a ha maintainad dur	ing the course of the licting by the calesparson	
This section is to be maintained during the course of the listing by the salesperson.  If I am aware, or become aware during the course of the listing, that (under ownly or any agency); that there has been an accepted offer within the last twelve months on the property that did not progress to confirmation or settlement, or a potential Purchaser withdrew an offer on the basis of a professional report or was unable to arrange finance or insurance because of an issue with the property, it will be explained below, together with our understanding of the reason for the failure, if it is known.			
		re during the course of the listing of any Disclosure issues (that were not	not disclosed elsewhere in this
We always reco	mmend that purchas	sers complete thorough due diligence, including (but not limited to) b	ouilding reports, solicitor
approvals, finar	nce approvals, etc.		
1			

Vendor Declaration		
above or below the ground that could affe herein. Anything discovered subsequently	d to the best of our knowledge, accurately and in good faith. If we the property's weathertightness, durability or habitability we will be disclosed to the salesperson in writing. We understand yided is required by law to be disclosed to Purchasers".	e have disclosed them
Dane Jardine Name  SORO NANAI	Signed by the Vendor(s) or authorised person  Signed by the Vendor(s) or authorised person	- 1900 7025 19110125
Name	Signed by the Vendor(s) or authorised person	Date
Namo	Canad by the Vendada or authorized passes	Date:

Title Information (Salesperson to complete after listing and before launching on the market)

Address Title doc obtained on:

ESTATE Freehold Cross-Lease (Fee Simple) Stratum in Freehold (Unit Title) or:

NB: A title will not provide any guarantee regarding boundaries or land size and nor can the salesperson. If you have any doubts you should research further or engage a surveyor to verify the exact boundaries. Mortgages or Caveats: These should be cleared on settlement (i.e before you move in.) If an interest or memorial on the title applies to this land the box next to the explanation is to be marked.

**TITLE YET TO BE ISSUED** This property can be purchased but any sale and purchase agreement must be conditional upon the title being issued and being acceptable to your lawyer.

Appurtenant to/ Dominant Tenement/ Benefited Land: If an Interest begins with or includes these words, it is for the benefit of this land.

Subject to/ Servient Tenement/Burdened Land: If an Interest begins with or includes these words, this land gives the benefit. If the wording includes the phrase 'In Gross', the benefit is usually given to a City Council or a supplier of services like water, sewage, and communications.

Easements: These grant benefits or rights to cross land and usually refer to above-ground or underground services and Rights of Way. Sometimes they refer to Party Walls.

Resource Management Act 1991. If the property was developed after 1991 there should be reference to the RMA which usually implies the development was consented under that Act.

Fencing: Covenant, Provision or Agreement. A Covenant usually has a life of only 12 years or applies until the first purchaser sells it on (unless it involves Crown land). A Provision is usually like a Covenant. Fencing Agreements differ and are usually an arrangement between current owners and neighbours to do (or not do) something that expires when one party sells. If it is registered on the title its terms can pass on to and commit a new buyer to the agreement.

Land Covenant, Encumbrance: This will usually bind current and future owners to conditions such as construction style, fence height, position of buildings etc and is often very detailed. Buyers must be clear as to how these conditions might affect their future use of the property.

Consent Notice: Consent notices are usually issued by City Councils making certain stipulations about construction and land use. Its terms will probably bind current and future owners.

Building Line Restriction (ancient measure from road): Even if noted, these now rarely apply and have been replaced by conditions in the District Plan. Internal Building lines may still apply.

Legal, Crown Minerals, Acts of Parliament, Gazette Notices etc: These items imply Crown ownership applies or some legislative effect. We suggest you seek legal advice.

Cross lease Properties (see below) We will attach a copy of the Memorandum of Lease (if it is available). The Lease contains the rules applying to occupation and use. These are usually standard conditions but if we are aware of special rules we (or your lawyer) can explain them to you. The Title includes a Flats Plan and you should compare this to what is actually on the property and check for a changed 'footprint'. Please also ask your lawyer to explain this type of Estate, to check the Flats Plan against the Lease and to check the wording of the Lease.

#### Cross Lease Title N/A

No Yes In relation to the original floor plan, have there been any alterations to the external dimensions of the dwelling?

No Yes Are any of the alterations enclosed and attached to the dwelling? (Refer to Clause 6.4 (2) of the Sale & Purchase Agreement.

No Yes N/A Is there evidence of the other cross lease owners approval of these changes?

No Yes N/A Does the flats plan appear accurate?

No Yes The salesperson has obtained a copy of the memorandum of lease and it is available for viewing. Please ensure your lawyer explains any restriction that may affect your use of the property on the memorandum of lease.

#### Unit Title N/A

No Yes Pre-Contract Disclosure Statement is available

No Yes A longterm maintenance plan is available

#### **District Plan Authority** Property Zoning (proposed district plan)

No Yes Is the property categorised as being in a flood area? If yes, attach a map

No Yes If there are any other features that may be of interest to a prospective purchaser, note it below.

Additional Salesperson notes regarding the District Plan (Local Authority Plans/ Intentions): (if required)

#### Information to Purchasers

A **Title** is a legal document that sometimes contains complex content beyond the knowledge of the Salesperson. The Salesperson's opinion and information, while given here with the best of intentions, may not be legally or factually correct. It is important that you are clear on what notations on the Title mean and how they may impact on your purchase and/ or the use of the property. **We strongly recommend that you seek the professional advice of your lawyer or make further enquiries, especially if you have any doubts about the information given or have questions that the salesperson is unable to answer to your satisfaction.** 

**District Plan (Local Authority Plans/ Intentions):** NB: Any or no comment in the 'Salesperson Note' section above regarding the district plan does not purport to be exhaustive. We recommend you consult your local authority for more information.

Size etc. of Land and Buildings: The information in the Title, marketing material and other documents is derived from outside sources and we cannot guarantee its accuracy. If buyers have any doubts about the given information they are strongly recommended to make further enquires or seek professional advice.

#### Notes on Weathertightness, Dux Qest and Asbestos

Cladding products or systems as follows, may be associated with weathertightness issues. These products include but are not limited to:

- Polystyrene
- Cement Board Sheeting (often texture-coated)
- Stucco

Building designs with the following may also be considered at risk:

- narrow or no eaves
- internal gutters
- decks above ground floor
- And/or exposed flat areas above internal rooms, e.g. deck, roof.

From September 1995 to 2005, kiln dried untreated timber was permitted to be used in construction and building designs of that era often excluded cavities in external walls.

20,000 to 40,000 houses in the mid 1970's to late 1980's were built using Dux Qest plumbing, a system known for spontaneously failing. Many properties have been replumbed, wholly or partially.

Houses built pre-2000's may have some building products that contain asbestos.

**Weatherside** is a tempered hardboard, made from wood fibres which have been glued together. Issues occur when moisture ingress causes the glue in the cladding to fail, this is often due to un-maintained paint systems, cracking, or damage to the cladding.

#### Purchaser's please note carefully:

- The Vendor is only responsible for work they have completed.
- The Salesperson must disclose any issue known to them but is not required to uncover hidden defects and is not qualified to assess documents such as LIM reports, council files and building reports.

Purchasers are strongly advised to seek professional advice to establish the true condition and status of the property, so they are aware of any existing or possible future problems, as well as the property's suitability for their use, even if you are in competition or in a 'multi-offer' situation.

The Salesperson has no conflict of interest marketing this property. If s	o, it is noted here:	No	Yes then if yes
Salesperson	Signature A Mary	40	

#### Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.)

#### For the property (address)

#### Property to be purchased in the name/s of

No	Yes	Were you given sufficient opportunity to access the whole property?
No	Yes	Were you provided adequate information about the property?
No	Yes	Does the advertising fairly represent the property?
No	Yes	Have you had opportunity and encouragement to seek legal advice?
OK, Und	lerstood	Boundaries; The salesperson cannot, and so has not, defined these for you. A professional surveyor can provide accurate boundary information.
No	Yes	Are you intending to use the property in alignment with District Zoning and have you done your own due diligence about the ramifications of the specific zoning for this property?
OK, Und	lerstood	Legislation/ tax changes to rental properties tax may apply and for some properties (e.g., lifestyle, rural) GST and GST registration may be relevant, you are recommended to seek professional advice regarding tax on rental properties.
No	Yes	Finance: The S & P Agreement may require evidence of non-availability. Do you understand that, should finance not be approved, you must provide evidence of this in accordance with the General Terms of Sale?
No	Yes	Do you understand that, should you obtain a building inspection report and you subsequently choose not to confirm on the basis of that report, you must provide that report to the Vendor at their request, in accordance with the General Terms of Sale.
OK, Und	lerstood N/A	Unconditional Offers: There are risks when you have no special conditions. In making an 'unconditional' offer you are accepting the property's Title without chance of further review. The deposit must be paid immediately.
No	Yes	You understand that the deposit is due to be paid to New Zealand Real Estate Trust (NZRET) a Trust Account service provided by Safekiwi (NZ) Ltd. Deposit funds are held by Public Trust.(Trust account information will be provided to you once the deposit is payable.)
No	Yes N/A	If this is a Unit Title, please confirm you have received a Pre-Contract Disclosure prior to making this offer.
OK, Und	lerstood	Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest around that sale.
No	Yes	Are you entering into this transaction voluntarily and without duress?

#### Addendum 1: Purchaser pre-offer acknowledgments continued

Complaints Policy (all real estate agents are required to have a formal complaints policy)

The agency 'ownly' would prefer any complaint to be in writing (but it can be advised otherwise) and delivered promptly to the Supervising Agent: Keith Ward Email: Supervision@ownly.nz Cell: 027 288 8813. As soon as we know about it, we will attend to it fairly and promptly. Customers don't need to advise the agency 'ownly' of a complaint, they have the right to make their complaint direct to the Real Estate Authority (REA), a government body charged with overseeing and regulating the real estate industry. The REA can be contacted on; 0800 367 7322 or email info@rea.govt.nz

rchaser 1 Name	Date of birth	
ned by the Purchaser 1		Date
chaser 2 Name	Date of birth	
ned by the Purchaser 2		Date
	_	
rchaser 3 Name	Date of birth	
ned by the Purchaser 3		Date
chaser 3 Name	Date of birth	
ned by the Purchaser 3		Date

#### General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

#### **Bright-Line Test**

The Bright-line test was first introduced in 2015 through the Taxation (Bright-Line Test for Residential Land) Act 2015. In short, the Act requires income tax to be paid on gains from the sale of any property that is classed as 'residential land' that is purchased and sold within certain timeframes, unless an exemption applies. The bright-line rule applies to the sale of any residential property you've purchased on or after 1 October 2015 as follows:

The bright-line property rule looks at whether the property was acquired:

on or after 27 March 2021 and sold within the 5-year bright-line period for qualifying new builds or within the 10-year bright-line period for all other properties

between 29 March 2018 and 26 March 2021 and sold within the 5-year bright-line period

between 1 October 2015 and 28 March 2018 and sold within the 2-year bright-line period.

But whenever you buy a property intending to resell it, you'll need to pay tax on any profit you make when you sell that property (this 'intention test' isn't a new rule). Further information: ird.govt.nz

#### Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

#### Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
  - has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
  - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
  - o is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

#### Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

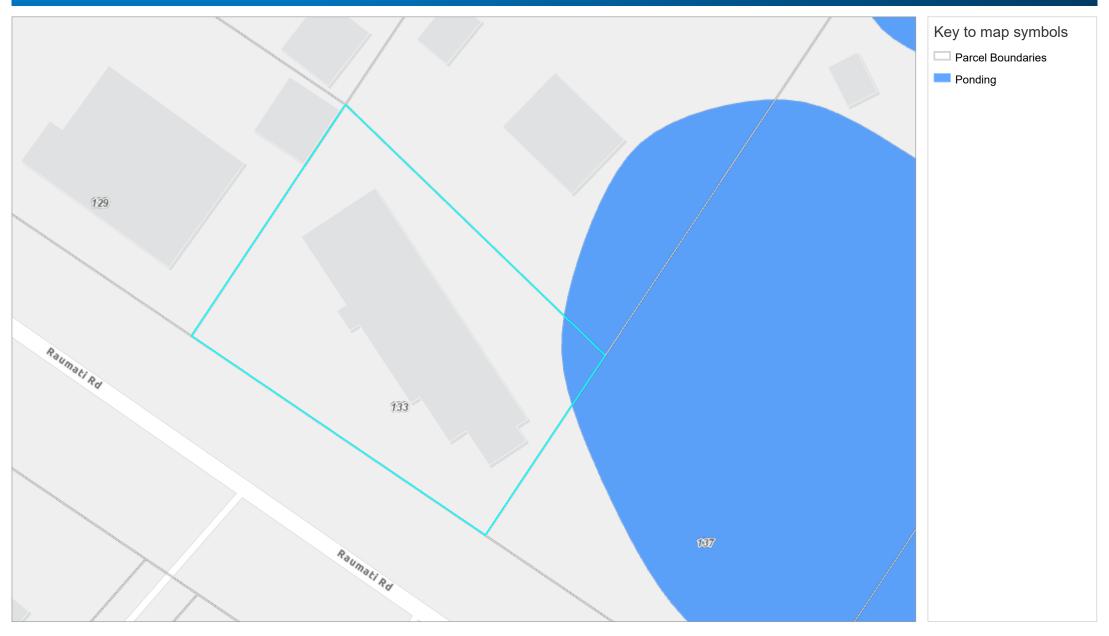
These checks can take days, and sometimes weeks if a trust or company is involved: we strongly recommend that you arrange to get things underway as soon as possible.

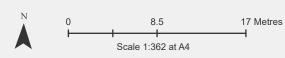
Further information: dia.govt.nz Other useful sites settled.govt.nz

**Disclaimer:** All information herein is true and accurate to the best of ownly's knowledge. Information herein should not be a substitute for legal advice. No liability is assumed by ownly, or its licensees, for losses suffered by any person relying directly or indirectly on information published herein. ownly recommend you seek expert and legal advice.

## Kāpiti Coast District Council







Date Printed: October 20, 2025

Käpiti Coast District Council accepts no responsibility for incomplete or inaccurate information contained on this map. Use of this website is subject to, and constitutes acceptance of the conditions set out in our disclaimer. This publication is copyright reserved by the Käpiti Coast District Council. Cadastral and Topographic information is derived from Land Information New Zealand, CROWN COPYRIGHT RESERVED.

Map credits: Eagle Technology, LINZ, StatsNZ, NIWA, Natural Earth, @ OpenStreetMap contributors., Eagle Technology, Land Information New Zealand, GEBCO, Community maps contributors

Property Disclosures	
Additional Notes: (if required)	
Additional Notes. (Il required)	