

PURCHASERS ACKNOWLEDGEMENT

Please complete your details below and sign this form before you submit an offer to purchase the property at:

29 Neville Street, Sydenham (property address)

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)

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)

Relationship Disclosure (if any): _____

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.

OVERSEAS INVESTMENT ACT

- ☐ I/we understand that buying residential property may be subject to the Overseas Investment Act 2005. I/we must complete a Residential Land Statement before settlement. If OIA consent is required and not obtained. I/we may be in breach of the law, face fines up to \$300,000, and may lose our deposit or be liable to the vendor. **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 received the E-inforation 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 and boundaries meet the intended use of the property.

The salesperson has obtained files from the CCC (Chch City Council) including LIM and has provided this to the purchaser for their due diligence prior to placing an offer. The floor area has been verified by the sales person as 90m2 as per the supplied ccc files.

The purchasers) is advised to carry out their own due diligence in regards to the correctness of the floor area and floor plan. The two instruments registered over the cross-lease title (Caveat 306673 and Certificate 701579.1) relate to the underlying fee simple land on which the cross-lease title is situated. Land Information New Zealand have advised that these instruments do not prevent the transfer of the cross-lease title. However, due to the nature of these two instruments, the transfer of the property/ registration into the Purchaser's name(s) may not occur instantaneously (as the E-dealing will become lodged, which means it will not be registered immediately.

**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.*

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: _____