

PROPERTY INFORMATION

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+ S

AMY + SHAR

021 077 9945 / 027 555 0654

amy@asrealestate.co.nz

shar@asrealestate.co.nz

STATEMENT OF PASSING OVER

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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

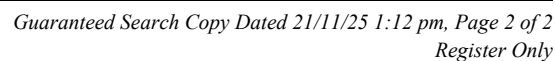
Identifier **1069141**
Land Registration District **Canterbury**
Date Issued 09 September 2022

Prior References
1035134

Estate Fee Simple
Area 801 square metres more or less
Legal Description Lot 101 Deposited Plan 578203
Registered Owners
Innero Enterprise Limited

Interests

Land Covenant in Easement Instrument 10637735.13 - 28.11.2016 at 10:14 am (Limited as to Duration)
11088507.1 Variation of the Land Covenant in Easement Instrument 10637735.13 - 17.8.2018 at 11:54 am
11319480.1 Revocation of the Land Covenant in Easement Instrument 10637735.13 over the within land in favour of Lots 2 - 4 & 45 DP 527459 - 14.12.2018 at 12:40 pm
12415086.3 Revocation of Land Covenant 10637735.13 over the within land in favour of Lot 12 DP 489829 - 18.5.2022 at 2:21 pm
12415086.11 Revocation of Land Covenant 11146468.1 over the within land in favour of part Lot 55 DP 571374 formerly contained in Lot 46 DP 489829 - 18.5.2022 at 2:21 pm
Land Covenant in Covenant Instrument 12520124.9 - 9.9.2022 at 1:06 pm (limited as to duration)
12520124.12 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 9.9.2022 at 1:06 pm



View Instrument Details



Instrument No 10637735.13
Status Registered
Date & Time Lodged 28 November 2016 10:14
Lodged By Turnbull, Joanna Alison
Instrument Type Easement Instrument



Affected Computer Registers Land District

705883	Canterbury
705884	Canterbury
705885	Canterbury

Annexure Schedule: Contains 7 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 Joanna Alison Turnbull as Grantor Representative on 26/10/2016 02:48 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 Joanna Alison Turnbull as Grantee Representative on 26/10/2016 02:48 PM

*** End of Report ***

Easement instrument to grant easement or *profit a prendre*,
or create land covenant

Section 90A, Land Transfer Act 1952

Grantor

Surname must be underlined

Bealey Developments Limited

Grantee

Surname must be underlined

Bealey Developments Limited

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** the easement(s) 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, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Land covenant	DP489829	Lot 12 DP489829 (705883)	Lot 12 DP489829 (705883)
		Lot 13 DP489829 (705884)	Lot 13 DP489829 (705884)
		Lot 1001 DP489829 (705885)	Lot 1001 DP489829 (705885)

Annexure Schedule 1

Easement Instrument Dated 2016

**Easements 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 Schedule 5 of the Property Law Act 2007.

The implied rights and powers ~~are~~ 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.

Annexure Schedule 2

Easement Instrument Dated 2016

Continue in additional Annexure Schedule if required.

- | | |
|----|---|
| 1. | The Grantor and Grantee wish to protect the visual concept and appearance of the subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these covenants. |
| 2. | These covenants shall all expire on the date 20 years from the date this covenant is registered and will be void for all purposes from that date. |
| 3. | <p>The Grantor for itself and its successors in title hereby covenants with and for the benefit of the Grantee, its successors in title:</p> <ul style="list-style-type: none"> a. Not to use the servient land for any purpose other than residential. b. Not to erect of cause to be erected on the land and any dwelling house or other permitted building unless the plans for the same (including site plans) for the same have first been submitted to and have been approved in writing by Bealey Developments Limited or its nominee to ensure that aesthetic standards are maintained and these covenants have been observed. When submitting the plans the owner of the servient tenement for which the application is being made will clearly state on the plan the Lot and DP of the section the plans relate to. In considering such approval Bealey Developments Limited or its nominee will if it so elects take into account such matters relating to the dwelling house and accessory buildings or other permitted buildings as it in its sole discretion considers appropriate including the following: <ul style="list-style-type: none"> i. Height. ii. Siting on the property. iii. External design (including roofs, fences and screens). iv. The relevance of the aforementioned height, siting and external design to natural light, view and privacy for adjacent properties. v. Concept. vi. Architecture. vii. External materials. viii. Colour scheme. <p>If there is any difference or dispute as to the matters to be taken into account in approving the plans (including site plans) then this will be referred to the arbitration of the President of the New Zealand Institute of Architects as nominee in accordance with the Arbitration Act 1996.</p> c. Not to erect or place on the said land any temporary structure (including any caravan or tent) for one period longer than two months. d. Not to erect or place or permit to be erected or placed on the said land: <ul style="list-style-type: none"> i. any building other than a new dwelling and garaging (the latter to be |

	used only for garaging) without the prior written consent of Bealey Developments Limited or its nominee; nor
ii.	any building used, intended to be used, or capable of being used as a dwelling unit having an enclosed floor area of less than 90 square metres (measured exclusive of any basement garage or carport); nor
iii.	more than one dwelling and garaging.
e.	Not to use or permit to be used in the erection or repair of any building on the said land without the prior written consent of Bealey Developments Limited or its nominee:
i.	any corrugated iron flat fibrolite cement sheathing plywood or non-permanent building material in the external walls thereof;
ii.	any second-hand or used building materials in the walls roof or other external surfaces thereof.
f.	To complete building a new dwelling and/or new garaging (including all painting) within twelve (12) months of commencement of construction. However if only new garaging is constructed then the completion of construction of the new dwelling as described above will be within twenty four (24) months of the commencement of the construction of the new garaging.
g.	To complete the landscaping of the land within six (6) months of completion of construction or occupation of the dwelling house(s) whichever is the earlier by providing lawns and/or paving and trees, shrubs, flowers or any two or more of these and a driveway or vehicle access in a permanent continuous surface of concrete, brick paving, tar sealing or similar and to give preference to the use of local native plants and rocks.
h.	Not to permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months.
i.	To use only such roofing materials that comply with the Developments stormwater discharge consent and have a tile profile or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, painted corrugated iron or profile coloured steel for all roofing other than flat roofs.
j.	Not to permit or suffer any rubbish to accumulate or be placed on the land or permit any excessive growth of grass fire risk height or otherwise becoming unsightly.
k.	Not to erect or permit the erection of any fence and/or wall:
i.	on any lot boundary construction of corrugated iron, colour steel or similar product, wire mesh fencing or cemented board sheeting;
ii.	on any road frontage constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting, or undressed timber; or
iii.	on any road frontage exceeding a height of 1.8m.
l.	Bealey Developments Limited will not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by Bealey Developments Limited and this proviso will not endure for the benefit of any subsequent purchaser or

	<p>proprietor of the contiguous land.</p> <p>m. Not to locate or erect washing lines, satellite dishes or external antennae of any greater size than one metre in diameter, within seven metres of the road boundary and in any event not in the front yard.</p> <p>n. Bealey Developments Limited will not be required nor liable to enforce nor answerable to the Grantor, or its successors in title, for the breach of any covenants binding any of the lots.</p> <p>o. Bealey Developments Limited or its nominee may at its discretion waive compliance of one of more of the restrictive covenants so long as Bealey Developments Limited or its nominee is satisfied that such waiver will not adversely affect the character of the subdivision.</p> <p>p. Bealey Developments Limited or its nominee will not consider any application for waiver from a registered proprietor unless such application is in writing and accompanied by a plan and elevations, specifications of materials and finishes showing the proposed change(s).</p> <p>q. Bealey Developments Limited will in respect of any other lots in subsequent stages in the Development, have in its absolute discretion the right to impose additional restrictions or stipulations in any restrictive covenant relating to the land or to omit or vary in its absolute discretion any restrictive covenant.</p> <p>r. The Grantor and its successor of titles consents to the Development Work being carried out and agrees to do everything the Grantee reasonably requires (at the Grantee's cost) to enable the Development Work to be carried out. This includes, without limitation, signing all documents the Grantee requires to support any building consent, resource consent, plan change, or other application the Grantee or its agent makes in respect of the Development Work.</p> <p>s. The Grantor will not object (and waives any right to do so) to:</p> <ul style="list-style-type: none"> i. Any methods, terms or conditions employed by the Grantee or its successors in title to sell other lots forming part of the Grantee's land; ii. Whether before or after settlement, the use of signs, the placement of signs on common property in the development and the establishment and operation of the sale office, provided that, following settlement, the Grantee will not cause unreasonable interference to the comfort and convenience of the Grantor in its use and enjoyment of the property; iii. The on-going construction of utilities, roading, access ways and footpaths within the development; and iv. Without limitation, any other construction or development undertaken by the Grantee within the development.
4.	<p>In the event of any dispute which cannot be resolved by agreement between the Grantor and the Grantee as to any matter relating to the above mentioned restrictive covenants the same will be resolved by arbitration under the provisions of the Arbitration Act 1996 or any act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the President for the time being of the New Zealand Law Society (Canterbury Westland Branch) and the decision of that arbitrator will be final and binding on all parties.</p>
5.	<p><u>AND IF</u> there should be any breach or non-observance of any of the foregoing</p>

covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenants the Grantor will on demand by the Grantee or any of the registered proprietors of any of the lots on the plan of subdivision of which the land sold herein forms part:

- i. Pay to the person making such demand as liquidated damages the sum of ONE THOUSAND DOLLARS (\$1,000.00) or a sum equal to one quarter of the cost of any building used erected or repaired in breach of non-observance of the foregoing covenants or any of them whichever is the greater; and
- ii. Remove or cause to be removed from the said land any building or fence used erected or repaired in breach of non-observance of the said restrictive stipulations; and
- iii. Replace any building material used or permitted to be used in breach or non-observance of the said restrictive stipulations.

6. Damage Remediation Bond

- a. Upon the Grantor making an application to Bealey Developments Limited or its nominee for approval of the plans in terms of the land covenants contained in this instrument, the Grantor will pay to Bealey Developments Limited or its nominee a bond of \$1,500.00 (the "Bond"), if called on by Bealey Developments Limited or its nominee, which Bealey Developments Limited or its nominee is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of construction of such dwelling.
- b. Upon completion of the construction of such dwelling on the property, and the issue of a Code Compliance Certificate by the relevant local authority, the Grantor will be entitled to apply to Bealey Developments Limited or its nominee for the refund of the bond. Such application must be made in writing and must be accompanied by a copy of the Code Compliance Certificate for the completed dwelling.
- c. As soon as practical after the receipt of the Grantor's application for a refund, a representative of Bealey Developments Limited or its nominee will inspect the property and its adjacent area to determine if there has been any damage caused to the infrastructure of the subdivision (roads, footpaths, berms, curbs, trees and street furniture) or to any fences or neighbouring Lots during the course of construction of such dwelling on the property.
- d. If, in the opinion of Bealey Developments Limited or its nominee, there has been damage caused by the Grantor, its contractors, employees or agents, Bealey Developments Limited or its nominee will notify the Grantor in writing of the particulars of the damage and/or specify a reasonable time within which repairs or reinstatement of the damage parts must be completed by the Grantor.
- e. If, after the expiry of the period referred to in the notice given by Bealey Developments Limited or its nominee pursuant to Clause **6d.** above (or such extended period as Bealey Developments Limited or its nominee may agree in writing) the Grantor has not repaired or reinstated the damage, Bealey Developments Limited or its nominee will be entitled to apply the bond in meeting the cost of the repair or reinstatement. Any balance of the bond remaining after the repair or reinstatement will be refunded to the Grantor.

- | | |
|----|---|
| f. | Prior to Bealey Developments Limited or its nominee carrying out the inspection in subparagraph 6b . Bealey Developments Limited or its nominee will continue to hold the bond on the terms set out above, and will make any refund of the bond to the owner of the Lot at the time a dwelling is built. The Grantor must therefore make provision in any on-sale agreement for the incoming owner to refund the bond to the current owner directly. |
|----|---|
-

View Instrument Details



Instrument No 11088507.1
Status Registered
Date & Time Lodged 17 August 2018 11:54
Lodged By Toomey, Jerome Anthony
Instrument Type Variation of Easement



Affected Computer Registers Land District

705883	Canterbury
705884	Canterbury
705885	Canterbury

Affected Instrument Easement Instrument 10637735.13

Annexure Schedule: Contains 2 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 10655849.3 has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 10897997.3 has consented to this transaction and I hold that consent ☒

Signature

Signed by Jerome Anthony Toomey as Grantor Representative on 17/08/2018 11:52 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 Jerome Anthony Toomey as Grantee Representative on 17/08/2018 11:53 AM

*** End of Report ***

Easement variation instrument to vary easement or *profit à prendre* or land covenant
(Sections 90C and 90F Land Transfer Act 1952)

2009/6231EF
APPROVED
Registrar-General of Land

Grantor

Kirwee Central Properties Limited (705884 and 705885)
Andrew James Williams, Leana Te Kahu Kiwi Te Oharere-Fox and Anna Kathryn Walker (705883)

Grantee

Kirwee Central Properties Limited (705884 and 705885)
Andrew James Williams, Leana Te Kahu Kiwi Te Oharere-Fox and Anna Kathryn Walker (705883)

Variation of Easement, *profit à prendre* or Covenant

The terms, covenants or conditions contained in the easement(s), *profit(s) à prendre*, or covenant(s) set out in Schedule A are **hereby varied, negatived or added to**, as set out in Schedule B.

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

Purpose of Easement; <i>Profit</i> or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant		Lot 12 DP489829 (705883)	Lot 12 DP489829 (705883)
		Lot 13 DP489829 (705884)	Lot 13 DP489829 (705884)
		Lot 1001 DP489829 (705885)	Lot 1001 DP489829 (705885)

Schedule B*Continue in Annexure Schedule, if required*

The covenants contained in Land Covenant 10637735.13 are varied as follows:

Clause 3a shall be amended to read: "Not to use the servient land for any purpose other than residential and commercial activity of a minor nature approved by the Grantor or its nominee and as permitted in accordance with clause 7."

Clause 7 to be added which records:

"The Grantor or its nominee, shall be permitted in its absolute discretion to allow commercial activities of a minor nature on the servient land. Any such activities are subject to the Grantee or its nominees approval and must comply with all local authority land use and resource consent requirements."

Schedule B continued

The following commercial activities which might be considered for approval by the Grantor or it's nominee include:-

- Show Homes;
- Educational facilities such a pre-schools, kindergartens or afterschool care centres;
- Office based activities contained within a home office.

The types of commercial activities which will not be considered for approval by the Grantor or it's nominee include, but are not limited to:-

- Heavy or light manufacturing;
- Mechanical repair facilities;
- Automotive repair shops;
- Petrol stations;
- Retail shops and/or strip malls;
- Fish and chip shops, or other food takeaway shops;
- Restaurants;
- Bottle stores or liquor outlets of any kind;
- Dairies.

Clause 8 to be added recording:-

"The Owners of any lots of 1200m² or larger, shall be permitted to erect one outbuilding on the lot with such outbuilding being no larger than 75m². The plans for any outbuilding must be approved by the Grantor or it's nominee and must comply with all local authority land use and resource consent requirements."



View Instrument Details



Instrument No 11319480.1
Status Registered
Date & Time Lodged 14 December 2018 12:40
Lodged By Toomey, Jerome Anthony
Instrument Type Partial Revocation of Land Covenant under s116(1)(c) LTA 2017



Affected Records of Title	Land District
---------------------------	---------------

849914	Canterbury
849915	Canterbury
849916	Canterbury
849917	Canterbury
849918	Canterbury
849919	Canterbury
849920	Canterbury
849921	Canterbury
849922	Canterbury
849923	Canterbury
849924	Canterbury

Affected Instrument	Easement Instrument 10637735.13
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Annexure Schedule: Contains 1 Page.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Jerome Anthony Toomey as Covenantor Representative on 14/12/2018 12:39 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Jerome Anthony Toomey as Covenantee Representative on 14/12/2018 12:39 PM

*** End of Report ***

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor *Surname must be underlined.*

Kirwee Central Properties Limited

Covenantee *Surname must be underlined.*

Kirwee Central Properties Limited

Revocation of covenant

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the **Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

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

Purpose of covenant	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) ² or in gross
Land Covenant	10637735.13	Lot 500 DP 527459 (849924)	Lots 1-9 DP 527459 (inclusive) (849914-849922 (inclusive)) Lot 45 DP 527459 (849923)

¹ If only part of the covenant is to be revoked, include the full legal description which defines that part.

² If only part of the covenant is to be revoked, include the full legal description which defines that part.

View Instrument Details



Instrument No 12415086.3
Status Registered
Date & Time Lodged 18 May 2022 14:21
Lodged By Prescott, Alan William
Instrument Type Partial Revocation of Land Covenant under s116(1)(c) LTA 2017



Affected Records of Title	Land District
---------------------------	---------------

705883	Canterbury
957624	Canterbury

Affected Instrument	Easement Instrument 10637735.13
----------------------------	---------------------------------

Annexure Schedule Contains 1 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Alan William Prescott as Covenantor Representative on 16/06/2022 12:38 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Alan William Prescott as Covenantee Representative on 16/06/2022 12:38 PM

*** End of Report ***

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor Surname must be underlined.

Kirwee Central Properties Limited

Covenantee Surname must be underlined.

Andrew James Williams, Leana Te Kahu Kiwi Te Ohaere-Fox and Anna Kathryn Walker

Revocation of covenant

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the **Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

Schedule A Continue in additional Annexure Schedule, if required

Purpose of covenant	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) ² or in gross
Land Covenant	10637735.13	Lot 2 DP 552744 (RT 957624)	Lot 12 DP 489829 (RT 705883)

¹ If only part of the covenant is to be revoked, include the full legal description which defines that part.

² If only part of the covenant is to be revoked, include the full legal description which defines that part.

View Instrument Details



Instrument No 12520124.9
Status Registered
Date & Time Lodged 09 September 2022 13:06
Lodged By Prescott, Alan William
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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1069126	Canterbury
1069127	Canterbury
1069128	Canterbury
1069129	Canterbury
1069130	Canterbury
1069131	Canterbury
1069132	Canterbury
1069133	Canterbury
1069134	Canterbury
1069135	Canterbury
1069136	Canterbury
1069137	Canterbury
1069138	Canterbury
1069139	Canterbury
1069140	Canterbury
1069141	Canterbury
1069142	Canterbury
1069143	Canterbury
1069144	Canterbury
1069145	Canterbury
1069146	Canterbury
1069147	Canterbury
1076229	Canterbury
1076230	Canterbury
1076231	Canterbury
1076232	Canterbury
1076234	Canterbury

Annexure Schedule Contains 6 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Alan William Prescott as Covenantor Representative on 05/09/2022 12:01 PM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Alan William Prescott as Covenantee Representative on 05/09/2022 12:01 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

KIRWEE CENTRAL PROPERTIES LIMITED

Covenantee

KIRWEE CENTRAL PROPERTIES LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Deposited Plan 578203	Lots 79-82, 90-107, 70-73 inclusive and Lot 77 DP 578203 (RTs 1069126-1069147 inclusive, 1076229-1076232 inclusive and 1076234)	Lots 79-82, 90-107, 70-73 inclusive and Lot 77 DP 578203 (RTs 1069126-1069147 inclusive, 1076229-1076232 inclusive and 1076234)

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Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017].

[Annexure Schedule _____].

ANNEXURE SCHEDULE

1. The Covenantor and Covenantee wish to protect the visual concept and appearance of the subdivision as a whole. To achieve this, the Covenantor hereby covenants with the Covenantee, as registered owners, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these covenants.
2. These covenants shall all expire on the date 20 years from the date this covenant is registered and will be void for all purposes from that date.
3. The Covenantor for itself and its successors in title hereby covenants with and for the benefit of the Covenantee and its successors in title:
 - a. Not to use the burdened land for any purpose other than residential and commercial activity of a minor nature approved by Kirwee Central Properties Limited or its nominee and as permitted in accordance with Clause 7.
 - b. Not to erect or cause to be erected on the land any dwelling house or other permitted building unless the plans for the same (including site plans) have first been submitted to and have been approved in writing by Kirwee Central Properties Limited or its nominee to ensure that aesthetic standards are maintained and these covenants have been observed. When submitting the plans the owner of the burdened land for which the application is being made will clearly state on the plan the Lot and DP of the section the plans relate to. In considering such approval Kirwee Central Properties Limited or its nominee will if it so elects take into account such matters relating to the dwelling house and accessory buildings or other permitted buildings as it in its sole discretion considers appropriate including the following:
 - i. Height.
 - ii. Siting on the property.
 - iii. External design (including roofs, fences and screens).
 - iv. The relevance of the aforementioned height, siting and external design to natural light, view and privacy for adjacent properties.
 - v. Concept.
 - vi. Architecture.
 - vii. External materials.
 - viii. Colour scheme.

If there is any difference or dispute as to the matters to be taken into account in approving the plans (including site plans) then this will be referred to the arbitration of the President of the New Zealand Institute of Architects as nominee in accordance with the Arbitration Act 1996.

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- c. Not to erect or place on the said land any temporary structure (including any caravan or tent) for one period longer than two months.
- d. Not to erect or place or permit to be erected or placed on the said land:
 - i. Any building other than a new dwelling and garaging (the latter to be used only for garaging) without the prior written consent of Kirwee Central Properties Limited or its nominee; nor
 - ii. Any building used, intended to be used, or capable of being used as a dwelling unit having an enclosed floor area of less than 90 square metres (measured exclusive of any basement garage or carport); nor
 - iii. More than one dwelling and garaging.
- e. Not to use or permit to be used in the erection or repair of any building on the said land without the prior written consent of Kirwee Central Properties Limited or its nominee:
 - i. any corrugated iron, flat fibrolite cement sheathing, plywood or nonpermanent building material in the external walls thereof;
 - ii. any second-hand or used building materials in the walls roof or other external surfaces thereof.
- f. To complete building a new dwelling and/or new garaging (including all painting) within twelve (12) months of commencement of construction. However if only new garaging is constructed then the completion of construction of the new dwelling as described above will be within twenty four (24) months of the commencement of the construction of the new garaging.
- g. To complete the landscaping of the land within six (6) months of completion of construction or occupation of the dwelling house(s) whichever is the earlier by providing lawns and/or paving and trees, shrubs, flowers or any two or more of these and a driveway or vehicle access in a permanent continuous surface of concrete, brick paving, tar sealing or similar and to give preference to the use of local native plants and rocks.
- h. Not to permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months.
- i. To use only such roofing materials that comply with the stormwater discharge consent for the development and have a tile profile or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, painted corrugated iron or profile coloured steel for all roofing other than flat roofs.
- j. Not to permit or suffer any rubbish to accumulate or be placed on the land or permit any excessive growth of grass fire risk height or otherwise becoming unsightly.
- k. Not to erect or permit the erection of any fence and/or wall:
 - i. on any lot boundary constructed of corrugated iron, colour steel or similar product, wire mesh fencing or cemented board sheeting;
 - ii. on any road frontage constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting, or undressed timber; or
 - iii. on any road frontage exceeding a height of 1.8m.
- l. Kirwee Central Properties Limited will not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by Kirwee Central Properties Limited and this proviso will not endure for the benefit of any subsequent purchaser or proprietor of the contiguous land.
- m. Not to locate or erect washing lines, satellite dishes or external antennae of any greater size than one metre in diameter, within seven metres of the road boundary and in any event not in the front yard.
- n. Kirwee Central Properties Limited will not be required nor liable to enforce nor answerable to the

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Covenantor or Covenantee, or its successors in title, for the breach of any covenants binding any of the lots.

- i. Kirwee Central Properties Limited or its nominee may at its discretion waive compliance of one of more of the restrictive covenants so long as Kirwee Central Properties Limited or its nominee is satisfied that such waiver will not adversely affect the character of the subdivision.
 - p. Kirwee Central Properties Limited or its nominee will not consider any application for waiver from a registered owner unless such application is in writing and accompanied by a plan and elevations, specifications of materials and finishes showing the proposed change(s).
 - q. Kirwee Central Properties Limited will in respect of any other lots in subsequent stages in the development, have in its absolute discretion the right to impose additional restrictions or stipulations in any restrictive covenant relating to the land or to omit or vary in its absolute discretion any restrictive covenant.
 - r. The Covenantor and its successors in title consents to the works to be undertaken as part of the development being carried out and agrees to do everything the Kirwee Central Properties Limited reasonably requires (at the Covenantee's cost) to enable the works to be carried out. This includes, without limitation, signing all documents the Kirwee Central Properties Limited requires to support any building consent, resource consent, plan change, or other application Kirwee Central Properties Limited or its agent makes in respect of the works to be undertaken as part of the development.
 - s. The Covenantor will not object (and waives any right to do so) to:
 - i. Any methods, terms or conditions employed by Kirwee Central Properties Limited or its successors in title to sell other lots forming part of Kirwee Central Properties Limited's land;
 - ii. Whether before or after settlement, the use of signs, the placement of signs on common property in the development and the establishment and operation of the sales office, provided that, following settlement, the Covenantee will not cause unreasonable interference to the comfort and convenience of the Covenantor in its use and enjoyment of the property;
 - iii. The on-going construction of utilities, roading, access ways and footpaths within the development; and
 - iv. Without limitation, any other construction or development undertaken by Kirwee Central Properties Limited within the development.
4. In the event of any dispute which cannot be resolved by agreement between the Covenantor and the Covenantee as to any matter relating to the above mentioned restrictive covenants the same will be resolved by arbitration under the provisions of the Arbitration Act 1996 or any act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the President for the time being of the New Zealand Law Society (Canterbury Westland Branch) and the decision of that arbitrator will be final and binding on all parties.
5. AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of these covenants the Covenantor will on demand by the Covenantee or any of the registered owners of any of the lots on the plan of subdivision of which the land sold herein forms part:
- i. Pay to the person making such demand as liquidated damages the sum of ONE THOUSAND DOLLARS (\$1,000.00) or a sum equal to one quarter of the cost of any building used erected or repaired in breach of non-observance of the foregoing covenants or any of them whichever is the greater; and
 - ii. Remove or cause to be removed from the said land any building or fence used erected or repaired in breach of non-observance of the said restrictive stipulations; and
 - iii. Replace any building material used or permitted to be used in breach or non-observance of the said restrictive stipulations.

6. Damage Remediation Bond

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- a. Upon the Covenantor making an application to Kirwee Central Properties Limited or its nominee for approval of the plans in terms of the land covenants contained in this instrument, the Covenantor will pay to Kirwee Central Properties Limited or its nominee a bond of \$1,500.00 (the "Bond"), if called on by Kirwee Central Properties Limited or its nominee, which Kirwee Central Properties Limited or its nominee is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of construction of such dwelling.
 - b. Upon completion of the construction of such dwelling on the property, and the issue of a Code Compliance Certificate by the relevant local authority, the Covenantor will be entitled to apply to Kirwee Central Properties Limited or its nominee for the refund of the bond. Such application must be made in writing and must be accompanied by a copy of the Code Compliance Certificate for the completed dwelling.
 - c. As soon as practical after the receipt of the Covenantor's application for a refund, a representative of Kirwee Central Properties Limited or its nominee will inspect the property and its adjacent area to determine if there has been any damage caused to the infrastructure of the subdivision (roads, footpaths, berms, curbs, trees and street furniture) or to any fences or neighbouring Lots during the course of construction of such dwelling on the property.
 - d. If, in the opinion of Kirwee Central Properties Limited or its nominee, there has been damage caused by the Covenantor, its contractors, employees or agents, Kirwee Central Properties Limited or its nominee will notify the Covenantor in writing of the particulars of the damage and/or specify a reasonable time within which repairs or reinstatement of the damage parts must be completed by the Covenantor.
 - e. If, after the expiry of the period referred to in the notice given by Kirwee Central Properties Limited or its nominee pursuant to Clause 6d. above (or such extended period as Kirwee Central Properties Limited or its nominee may agree in writing) the Covenantor has not repaired or reinstated the damage, Kirwee Central Properties Limited or its nominee will be entitled to apply the bond in meeting the cost of the repair or reinstatement. Any balance of the bond remaining after the repair or reinstatement will be refunded to the Covenantor.
 - f. Prior to Kirwee Central Properties Limited or its nominee carrying out the inspection in subparagraph 6b. Kirwee Central Properties Limited or its nominee will continue to hold the bond on the terms set out above, and will make any refund of the bond to the owner of the Lot at the time a dwelling is built. The Covenantor must therefore make provision in any on-sale agreement for the incoming owner to refund the bond to the current owner directly.
7. The Covenantor or its nominee, shall be permitted in its absolute discretion to allow commercial activities of a minor nature on the burdened land. Any such activities are subject to Kirwee Central Properties Limited or its nominee's approval and must comply with all local authority land use and resource consent requirements. The following commercial activities which might be considered for approval by Kirwee Central Properties Limited or its nominee include:
- Show Homes;
 - Educational facilities such as pre-schools, kindergartens or afterschool care centres;
 - Office based activities contained within a home office.
- The types of commercial activities which will not be considered for approval by Kirwee Central Properties Limited or its nominee include, but are not limited to:
- Heavy or light manufacturing;
 - Mechanical repair facilities;
 - Automotive repair shops;
 - Petrol stations;
 - Retail shops and/or strip malls;
 - Fish and chip shops or other food takeaway shops;
 - Restaurants;
 - Bottle stores or liquor outlets of any kind;
 - Dairies.
8. The Owners of any lots of 1200m² or larger, shall be permitted to erect one outbuilding on the lot with such

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outbuilding being no larger than 75m². The plans for any outbuilding must be approved by Kirwee Central Properties Limited or it's nominee and must comply with all local authority land use and resource consent requirements.

9. Without prejudice to clause 2, the covenants in this instrument will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

View Instrument Details



Instrument No 12415086.11
Status Registered
Date & Time Lodged 18 May 2022 14:21
Lodged By Prescott, Alan William
Instrument Type Partial Revocation of Land Covenant under s116(1)(c) LTA 2017



Affected Records of Title	Land District
---------------------------	---------------

1035109	Canterbury
1035110	Canterbury
1035111	Canterbury
1035112	Canterbury
1035113	Canterbury
1035114	Canterbury
1035115	Canterbury
1035116	Canterbury
1035117	Canterbury
1035118	Canterbury
1035119	Canterbury
1035120	Canterbury
1035121	Canterbury
1035122	Canterbury
1035123	Canterbury
1035124	Canterbury
1035125	Canterbury
1035126	Canterbury
1035127	Canterbury
1035128	Canterbury
1035129	Canterbury
1035130	Canterbury
1035131	Canterbury
1035132	Canterbury
1035134	Canterbury
1040765	Canterbury

Affected Instrument	Easement Instrument 11146468.1
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Annexure Schedule Contains 1 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Alan William Prescott as Covenantor Representative on 17/05/2022 10:49 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Alan William Prescott as Covenantee Representative on 17/05/2022 10:49 AM

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

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor *Surname must be underlined.***Kirwee Central Properties Limited****Covenantee** *Surname must be underlined.***Kirwee Central Properties Limited****Revocation of covenant**

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the **Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

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

Purpose of covenant	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) ² or in gross
Land Covenant	11146468.1	Lots 46 - 69 DP 571374, Lot 110 DP 571374 and Lot 505 DP 571374 (RTs 1035109 - 1035132 inclusive, 1035134 and 1040765)	That part of Lot 55 DP 571374 formerly contained in Lot 46 DP 489829 (RT 1035118)

¹ If only part of the covenant is to be revoked, include the full legal description which defines that part.

² If only part of the covenant is to be revoked, include the full legal description which defines that part.

View Instrument Details



Instrument No 12520124.12
Status Registered
Date & Time Lodged 09 September 2022 13:06
Lodged By Prescott, Alan William
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
---------------------------	---------------

1069126	Canterbury
1069127	Canterbury
1069128	Canterbury
1069129	Canterbury
1069130	Canterbury
1069131	Canterbury
1069132	Canterbury
1069133	Canterbury
1069134	Canterbury
1069135	Canterbury
1069136	Canterbury
1069137	Canterbury
1069138	Canterbury
1069139	Canterbury
1069140	Canterbury
1069141	Canterbury
1069142	Canterbury
1069143	Canterbury
1069144	Canterbury
1069145	Canterbury
1069146	Canterbury
1069147	Canterbury
1076229	Canterbury
1076230	Canterbury
1076231	Canterbury
1076232	Canterbury
1076233	Canterbury
1076234	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Alan William Prescott as Territorial Authority Representative on 05/09/2022 12:01 PM

*** End of Report ***



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IN THE MATTER of the Resource Management
Act 1991
AND
IN THE MATTER of Resource Consent 205711,
2154737, 215869, 225156, 225355 and
Deposit Plan 578203

CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991

To: The District Land Registrar
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

"That this lot shall not be occupied until evidence is supplied and accepted by Council that the sewage outfall to a public sewage treatment facility is available and operational."

AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All those pieces of land being Lots 70 – 74, 77, 79 – 82, 90 – 107 DP 578203 as held in Records of Title 1076229 – 1076234, 1069126 – 1069147.

DATED this 9th day of August 2022

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'B. B. B.', written over a horizontal line.

Authorised Officer

www.selwyn.govt.nz

Selwyn District Council, 2 Norman Kirk Drive Rolleston / PO BOX 90, Rolleston 7643
Tel: 03 347 2800 Fax: 03 347 2799 Email: admin@selwyn.govt.nz

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.

