

# PROPERTY INFORMATION

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**AMY + SHAR**

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# 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

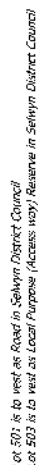
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**Estate** Fee Simple  
**Area** 801 square metres more or less  
**Legal Description** Lot 101 Deposited Plan 578203  
**Registered Owners**  
Innero Enterprise Limited

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**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



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## Affected Computer Registers    Land District

|        |            |
|--------|------------|
| 705883 | Canterbury |
| 705884 | Canterbury |
| 705885 | Canterbury |

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**Annexure Schedule:** Contains 7 Pages.

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## 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

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## 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"> <li>a. Not to use the servient land for any purpose other than residential.</li> <li>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"> <li>i. Height.</li> <li>ii. Siting on the property.</li> <li>iii. External design (including roofs, fences and screens).</li> <li>iv. The relevance of the aforementioned height, siting and external design to natural light, view and privacy for adjacent properties.</li> <li>v. Concept.</li> <li>vi. Architecture.</li> <li>vii. External materials.</li> <li>viii. Colour scheme.</li> </ul> <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> </li> <li>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.</li> <li>d. Not to erect or place or permit to be erected or placed on the said land: <ul style="list-style-type: none"> <li>i. any building other than a new dwelling and garaging (the latter to be</li> </ul> </li> </ul> |



|      |  |
|------|--|
|      | 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> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>The on-going construction of utilities, roading, access ways and footpaths within the development; and</li> <li>Without limitation, any other construction or development undertaken by the Grantee within the development.</li> </ol> |
| 4. | 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.  |
| 5. | <u>AND IF</u> there should be any breach or non-observance of any of the foregoing   |

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 <b>6b</b> , 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



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**Affected Computer Registers      Land District**

|        |            |
|--------|------------|
| 705883 | Canterbury |
| 705884 | Canterbury |
| 705885 | Canterbury |

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**Affected Instrument**      Easement Instrument 10637735.13

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**Annexure Schedule:** Contains 2 Pages.

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**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

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**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 1063/7735.13 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 1200m<sup>2</sup> or larger, shall be permitted to erect one outbuilding on the lot with such outbuilding being no larger than 75m<sup>2</sup>. 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

**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) <sup>1</sup> | Benefited Land (Record of Title) <sup>2</sup> or in gross                                      |
|---------------------|----------------------------|--|--|
| Land Covenant       | 10637735.13                | Lot 500 DP 527459 (849924)                   | Lots 1-9 DP 527459 (inclusive)<br>(849914-849922 (inclusive))<br><br>Lot 45 DP 527459 (849923) |

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

<sup>2</sup> 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



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

|        |            |
|--------|------------|
| 705883 | Canterbury |
| 957624 | Canterbury |

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|----------------------------|---------------------------------|
| <b>Affected Instrument</b> | Easement Instrument 10637735.13 |
|----------------------------|---------------------------------|

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**Annexure Schedule** Contains 1 Pages.

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## 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

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## 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) <sup>1</sup> | Benefited Land (Record of Title) <sup>2</sup> or in gross |
|---------------------|----------------------------|--|---|
| Land Covenant       | 10637735.13                | Lot 2 DP 552744 (RT 957624)                  | Lot 12 DP 489829 (RT 705883)                              |

<sup>1</sup> If only part of the covenant is to be revoked, include the full legal description which defines that part.<sup>2</sup> 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 |
|---------------------------|---------------|
|---------------------------|---------------|

|         |            |
|---------|------------|
| 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<br>(Record of Title)  | Benefited Land<br>(Record of Title) or in<br>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 or 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 1200m<sup>2</sup> or larger, shall be permitted to erect one outbuilding on the lot with such

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outbuilding being no larger than 75m<sup>2</sup>. 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



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| 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 |

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|                            |                                |
|----------------------------|--------------------------------|
| <b>Affected Instrument</b> | Easement Instrument 11146468.1 |
|----------------------------|--------------------------------|

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**Annexure Schedule** Contains 1 Pages.

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## 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) <sup>1</sup>   | Benefited Land (Record of Title) <sup>2</sup> 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) |

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

<sup>2</sup> 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 |
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| 1069144 | Canterbury |
| 1069145 | Canterbury |
| 1069146 | Canterbury |
| 1069147 | Canterbury |
| 1076229 | Canterbury |
| 1076230 | Canterbury |
| 1076231 | Canterbury |
| 1076232 | Canterbury |
| 1076233 | Canterbury |
| 1076234 | Canterbury |

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**Annexure Schedule** Contains 1 Pages.

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## Signature

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

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



[www.selwyn.govt.nz](http://www.selwyn.govt.nz)

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 9<sup>th</sup> day of August 2022

SIGNED for and on behalf of Selwyn District Council

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

Authorised Officer

[www.selwyn.govt.nz](http://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](mailto:admin@selwyn.govt.nz)



# Land Information Memorandum

# L252935

## Application

A + S Real Estate Limited  
A + S Real Estate Limited  
41E South terrace  
Darfield 7510

|                         |             |
|-------------------------|-------------|
| <b>No.</b>              | L252935     |
| <b>Application date</b> | 4/12/2025   |
| <b>Issue date</b>       | 12/12/2025  |
| <b>Phone</b>            | 02040801668 |

## Property

|                          |                           |
|--------------------------|---------------------------|
| <b>Valuation No.</b>     | 2419019702                |
| <b>Location</b>          | 5 Southdown Place, Kirwee |
| <b>Legal Description</b> | LOT 101 DP 578203         |
| <b>Owner</b>             | Name Withheld             |
| <b>Area (hectares)</b>   | 0.0801                    |

## Rates

### Rateable Value

The date of Selwyn's last General Revaluation was 1/09/24. For further information please contact Council's Rates Department.

|                         |            |
|-------------------------|------------|
| <b>Revaluation Year</b> | 2024       |
| <b>Land</b>             | \$ 300,000 |
| <b>Capital Value</b>    | \$ 300,000 |
| <b>Improvements</b>     | \$ 0       |

### Current Rates Year 2025 to 2026

|   |             |
|---|-------------|
| <b>Annual Rates</b>                     | \$ 2,275.45 |
| <b>Current Instalment</b>               | \$ 568.85   |
| <b>Current Year - Outstanding Rates</b> | \$ 0.00     |
| <b>Arrears for Previous Years</b>       | \$ 0.00     |
| <b>Next Instalment Due</b>              | 15/12/25    |

Next Revaluation Due 2027.

The rates listed for this property are correct as at the date of this report being issued.

If this property is vacant land, and the applicant intends building a house or making other improvements, additional rates and charges will be added. Such rates and charges are for the operation of the District libraries, local community centre and recreation reserves, sewerage and water systems and refuse collections and recycling.

If a ratepayer in the district purchases additional properties, that ratepayer maybe eligible for certain rating exemptions due to multiple ownership. The exemptions would only apply to uniform library charges on bare land blocks and an exemption from the uniform annual general charge if contiguous or same use land is purchased.

Please contact the Councils rates team if you require clarification on 0800 SELWYN (735 996).

Note: Rates are charged in four equal instalments for the period commencing 1 July and ending 30 June each year.

## Planning/Resource Management

### Partially Operative District Plan: SETZ

#### Operative District Plan Zoning: Kirwee Living 1

The Council has undertaken a review of the Operative District Plan and through this process it has developed a New District Plan ('The Partially Operative District Plan') which provides clear objectives, policies and rules to manage the effects of land use activities on the environment, but also sets a clear direction for our district's development and reflects our communities' needs and expectations. It also incorporates any changes in legislation, national and regional policy statements, environmental standards and other regulations.

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 6<sup>th</sup> of October 2023 and the Council released the Appeals Version of the Partially Operative District Plan on 27<sup>th</sup> November 2023. Many provisions in Partially Operative District Plan are now beyond challenge and are operative/treated as operative (pursuant cl 103 of Schedule 1 and s86F of the Resource Management Act (1991)). The Operative District Plan now only applies where a relevant provision in the Partially Operative District Plan remains subject to appeal. For more information visit <https://www.selwyn.govt.nz/property-And-building/planning/strategies-and-plans/selwyn-district-plan/selwyn-district-plan-review>

|          |  |
|----------|--|
| 31/05/23 | Resource Consent 235285<br>Global Consent For Reticulated Wastewater Connections With The Kirwee Central Subdivision.<br>Decision Notified 6/06/23<br>Granted By Local Authority Officer 6/06/23 |
| 24/05/22 | Resource Consent 225355<br>Variation - To Change Condition 2 Of Resource Consent Rc205711<br>Decision Notified 25/05/22<br>Granted By Local Authority Officer 25/05/22                           |

|          |   |
|----------|---|
| 1/03/22  | Resource Consent 225156<br>Variation - To Change Conditions 2, 6 & 18 Of Resource Consent 205711<br>Decision Notified 7/04/22<br>Granted By Local Authority Officer 7/04/22 |
| 29/10/21 | Resource Consent 215869<br>Variation - To Change Condition 25 Of Resource Consent Rc205711<br>Decision Notified 31/01/22<br>Granted By Local Authority Officer 31/01/22     |
| 17/09/21 | Resource Consent 215737<br>Variation - To Change Condition 2 And 6 Of Resource Consent Rc205711<br>Decision Notified 5/10/21<br>Granted By Local Authority Officer 5/10/21  |
| 11/11/20 | Resource Consent 205711<br>To Undertake A 64 Lot Residential Subdivision<br>Section 224 Issued 3/02/23<br>Granted By Local Authority Officer 31/05/21                       |
| 10/11/20 | Resource Consent 215417<br>To Undertake Earthworks Associated With Rc205711<br>Decision Notified 31/05/21<br>Granted By Local Authority Officer 31/05/21                    |
|          | Resource Consent PC190060<br>To Rezone The Application Site From Living Zone 2a To Living Zone 1<br>Plan Change Operative 20/01/21<br>Granted By Council 14/10/20           |

## Planning Notes

The information provided on this LIM has come from the information lodged against the property file/information and GIS at the time of processing. Please note that the resource consents, fill certificates and other relevant property files listed are based on what is available on our general property information, and that there may be other documents for the property which have not yet been added to the property record.

Resource Consents often contain a multitude of information and reports that are not ordinarily separately referenced or included in the LIM itself. Information identifying each (if any) special feature or characteristic of the land concerned, including but not limited to potential erosion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants.

Preliminary Site Investigation Reports, Detailed Investigation Site Reports and Geotechnical Reports are submitted as part of the subdivision Resource Consent Process it is not likely to be currently of relevance in relation to the "land concerned", otherwise it would be elsewhere noted on the LIM to the extent any issues still apply following subdivision).

Any resource applications or consents that may contain information relating to the land which is not otherwise included in the LIM, including Geotechnical, Environmental and other expert reports, can be obtained via Selwyn District Council Information Management team on [information.management@selwyn.govt.nz](mailto:information.management@selwyn.govt.nz)

There is a consent notice on the Record of Title to this property. This records a condition/s of a subdivision consent which must be complied on an ongoing basis.

## Building

16/06/25                      Building Consent 250959  
Construction Of Detached Dwelling - Single Storey With 4 Bedrooms And Attached Garage  
Code Compliance Certificate Issued 5/12/25

Buildings erected prior to 1965 may not have a building permit record or had inspections carried out.

All building products and materials have a designed life, and must be maintained in accordance with the manufacturer's specifications.

In the case of building permits and building consents no further inspections have been carried out by the council since these structures were completed.

Any concerns of this nature should be referred to an organization that carries out property checks or the product manufacturers.

## Schedule 1 Exempt Building Work

Under section 42A of the Building Act 2004 building owners can carry out certain types of building work specified in Schedule 1 of the Building Act 2004 without need to obtain building consent approval. Where Council holds any information provided by a property owner in relation to exempt works undertaken on the property it is important to note that Council do not check or review the documentation for compliance, it is simply filed for record keeping purposes and not to satisfy any statutory obligation. Any information held of this nature has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

## Services

### Water

Council water scheme is available and connected.

This property has metered water supply connected to the Kirwee Scheme. For any further information, please contact [water.services@selwyn.govt.nz](mailto:water.services@selwyn.govt.nz).

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at <http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws>

Please note this property has a water meter and charges are a rate which are payable by the property owner. Therefore, please ensure a meter reading is requested on settlement so you are not liable for previous owner's water charges. Solicitors must ensure that when settling rates with Council on the sale of a property that water meter charges are also included in the settlement calculation.

The water supply is metered and billed 6 monthly for every cubic meter of water used.

Commercial properties are required to have an RPZ backflow device. This must be installed just inside the boundary of the property at the point of water supply – this backflow device will be owned by the property owner and will be maintained under the building compliance schedule in addition to any other on-site backflow devices deemed necessary by the building department.

If, during a Civil Defence emergency event the water supply is not operational, Council's immediate focus for its staff and resources will be to bring the supply back into operation. Depending on the size and scale of the event, it may be difficult to meet everyone's needs so property owners are asked to take personal responsibility for drinking water.

As a precaution, the Council would also recommend from a drinking water perspective that a property owner also has bottled water available to meet their immediate drinking water needs of all individuals living on the property for a 72hr period (the recommended amount is 4 litres of water per person per 24hrs).

For those properties not connected to a Council reticulated water supply, it is encouraged that the quality of the domestic water supply be regularly tested to ensure that it is to a potable standard. If the same water supply is also used for irrigation or stock water, check that there is a backflow protection device to prevent any contamination of water supply.

## Sewer

Council sewer scheme is available and connected.

Council have agreed to build a sewer network for Darfield and Kirwee. Property owners are encouraged to review the evolving progress. Please refer to Selwyn District Council website <https://www.selwyn.govt.nz/services/water/wastewater/darfield-wastewater> for detailed information.

Should you have any further questions please phone 0800 SELWYN (0800 735996) and ask for Water Services.

## Stormwater

Stormwater to soakhole

This property may be located within an area covered by Environment Canterbury stormwater consent. It is the responsibility of the property owner to contact Environment Canterbury customer services to ensure that any activity undertaken on site complies with the relevant consent conditions.

Note – the above describes the current roof water disposal type and does not reflect the future situation, which should be determined as part of the subdivision (if applicable). For more information please contact Council.

Copy of drainage plan attached.

*If you have any questions about the Water, Sewage or Stormwater information above please contact the Selwyn District Council Water Department at 0800 SELWYN or [contactus@selwyn.govt.nz](mailto:contactus@selwyn.govt.nz)*

## Kerbside Waste Collections

The Council provides refuse and recycling collection services for most residential and rural residential properties where these properties occur alongside maintained public roads. Private roads and Right of Ways (as maybe referenced in the Transportation Notes pertaining to this LIM) will not be directly serviced as these access ways are not usually of a sufficient standard to be used safely and efficiently by the collection vehicles. This could also apply to other public roads or streets that are narrow and/or have a lack of vehicle turning facilities. Rural and high country areas and settlements are not covered by regular collection services however localised refuse drop off facilities maybe available for use in specific areas. For further details and advice on refuse collection and recycling services as they may pertain to the property please phone the Council's Asset department on phone 3472 800.

### [Selwyn District Council - Collection Days & Routes](#)

If your address shows “no results found”, this means

- your property is not serviced directly by kerbside collections, OR
- you have a new property and either:
  - o you have requested for your property to be added to the route and it is in the process of being added, OR
  - o you have not yet requested for your property to be added to the route, OR

Please contact Council for further detail.

## Land and Building Classifications

### Energy Infrastructure and Transport

None known

### Culture and Heritage

None known

### Natural Environment

None known

### District-wide matters

None known

### Area-specific matters

None known

## Land Notes

Land Notes: Central Plains Water Trust holds various resource consents to convey and apply irrigation water to land and to construct and operate a distribution network for the Central Plains Water Enhancement Scheme. Although this property is within the command area of the Scheme, it will not be directly affected by the distribution network.

Land Notes: For further information on the Central Plains Water Enhancement Scheme including relevant maps, please contact Selwyn District Council and/or Central Plains Water Limited.

Property owners can contact Central Plains Water Limited (CPW) to update their details on (03) 928 2960.

## Listed Land Use Register (LLUR):

Hazardous activities and industries involve the use, storage or disposal of hazardous substances. These substances can sometimes contaminate the soil. Environment Canterbury identifies land that is used or has been used for hazardous activities and industries. This information is held on a publicly available database administered by Environment Canterbury called the Listed Land Use Register (LLUR). The Selwyn District Council may not hold information that is held on the LLUR, therefore, it is recommended that you check Environment Canterbury's online database at [www.llur.ecan.govt.nz](http://www.llur.ecan.govt.nz).

## Residential Swimming Pool

No pool registered to this property.

## Land Transport Requirement

Southdown Place is a formed and sealed local road maintained by Selwyn District Council.

## Natural Hazards

This section sets out information that the Council holds relating to natural hazards, such as earthquake, tsunami, erosion, landslip, liquefaction/sedimentation and subsidence, wind and snow, or flooding/inundation.

Climate change is causing natural hazards to become more severe, occur more often, and affect a wider range of areas.

If the Property is identified below as being subject to a natural hazard, it may have been issued a building consent with a waiver or modification of the Building Code to confirm that building work will accelerate, worsen, or result in a natural hazard on the land on which the building work is to be carried out or any other property. If a waiver or modification has been issued, this will be noted in the Building section of the LIM above.

You can obtain further information about natural hazard matters from:

- The District Plan Natural Hazard chapter: [District Plan - Partially Operative Selwyn District Plan \(Appeals Version\)](#)



- [Selwyn District Council Natural Hazard Map](#) – use this map to view any of the natural hazards identified below that impact this Property or in the vicinity of the Property
- Our Duty Planner service at [planning.technical@selwyn.govt.nz](mailto:planning.technical@selwyn.govt.nz), or call 0800 SELWYN (735 996).

## Earthquake

### Earthquake Prone Buildings

If this Property has an Earthquake Prone Building, this will be noted in the Building section of this LIM under “Earthquake Prone Buildings”.

## Erosion

### District Plan information relating to erosion

None known

## Landslip and Rockfall

### Regional mapping of landslides / rock avalanches

An earthquake hazard assessment for infrastructure commissioned by Environment Canterbury in 2006 included a regional-scale map of earthquake-induced landslide susceptibility and locations of known rock avalanches. Further information can be found in the technical report: [Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment](#), Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. The scope of this report is the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District.

Climate change may cause increased rain and storm intensity and frequency, and vegetation changes. These impacts of climate change may reduce the Property’s resilience and exacerbate the landslip and rockfall hazard.

## Liquefaction and Subsidence

### Liquefaction / Geotechnical risk

The Property is within an area where liquefaction damage is possible in future earthquakes. The Selwyn District Council has mapped areas where a liquefaction assessment is required, and other areas where a liquefaction assessment is only needed for certain activities. [View Selwyn District Council’s maps](#). [View Selwyn District Plan rules relating to liquefaction / geotechnical planning requirements](#). Environment Canterbury has separately identified additional areas where liquefaction is possible. [View Environment Canterbury’s map showing areas where liquefaction is possible](#). Further information about liquefaction generally can be found in the following technical reports:

- [Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts](#), Environment Canterbury, December 2012. This report covers the Coastal Canterbury from the Waipara River mouth

to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge. The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.

- [Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment](#), Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. This report covers the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District and for use in infrastructure and emergency management planning.

Climate change may cause changes in groundwater and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate the impacts of the liquefaction and subsidence hazard.

As part of any building consent application, you may need a site-specific assessment or site subsoil investigation to establish the level of susceptibility to liquefaction or to confirm that 'good ground' can be achieved for any building work. The scope and testing of any site-specific assessment must be carried out by a CPEng Geotechnical engineer. The ground bearing capacity in this area may not achieve the requirements of the NZ Building Code Clause B1, and specific design may be required. The definition of 'good ground' can be found in the Definitions section of the [NZ Building Code Handbook](#), and appropriate test methods are detailed in either NZS3604, or NZBC B1/VM4.

### Previous Reports

The Council holds the following geotechnical report(s) from previous consent processes. The reports may be specific to this Property, or if this Property was created through subdivision, the reports may relate to the subdivision as a whole. You can access these reports by making a [Property File request](#) from the Council:

- Lot 101, Kirwee Stage 5, Ground Condition Report, Baseline Group, commissioned by Kirwee Central Properties Limited, 15/07/22. This report affects only 1 property. Purpose of the report: building consent.

Areas where there was evidence of liquefaction were mapped following the 2010/11 Canterbury earthquakes by Tonkin & Taylor for the Earthquake Commission (urban areas) and by a group of researchers for Environment Canterbury (rural, commercial and industrial areas). These are available on [Environment Canterbury's liquefaction map](#). Further information can be found in the technical report: [Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts](#), Environment Canterbury, December 2012. This report covers Coastal Canterbury from the Waipara River mouth to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge. The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.

### Tsunami

None known

## **Flooding and Inundation**

### **District Plan information relating to flooding and inundation**

This Property is within the following flooding or inundation overlay(s) or areas in the District Plan. Information and reports about the relevant overlay are included below. Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

### **Plains Flood Management Overlay**

The Plains Flood Management Overlay in the Council's District Plan identifies areas where flooding from a 200-year Average Recurrence Interval (ARI) flood event needs to be managed. [View a map of the overlay](#). [View the rules relating to the overlay](#). Further information can be found in the following technical reports:

[Selwyn River/Waikirikiriri floodplain investigation](#), ECAN report, September 2019

[Regional Policy Statement Modelling for Selwyn District Council – District Plan](#), DHI Water and Environment Limited report, November 2019

### **Environment Canterbury information regarding flooding and inundation**

#### **Historic Flooding Photographs**

Photographs showing the property during or following past flood events may be available. Flood photographs are available on Environment Canterbury's [flood imagery register](#).

#### **Other flooding and inundation information**

Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

#### **Flood modelling**

This Property may be susceptible to flooding from the Selwyn River and/or in heavy rainfall events. [View the flood model results](#). More detail can be found in the technical report: [Selwyn District Flood Model - Hydraulic Model Build Report](#), Tonkin + Taylor commissioned by Selwyn District Council, August 2025.

#### **Ground Water Level**

The ground water level at this Property is not known for this Property. A high ground water level may exacerbate any flooding at this Property, or the impact of any flooding at this Property.

## Exposure Zones

|                             | NZS3604:2011 | AS/NZS1170:2002 |
|-----------------------------|--------------|-----------------|
| Wind Region                 | A            | A7              |
| Snow Zone                   | N4           | N4 Sub-alpine   |
| Earthquake                  | Zone: 2      | Z Factor: 0.3   |
| Approximate Altitude (Amsl) | 157m         | -               |
| Exposure Zone               | B            | -               |

## Exposure Zone Descriptions

### Zone B: Low

Inland areas with little risk from wind blown sea-spray salt deposits

### Zone C: Medium

Inland coastal areas with medium risk from wind blown sea-spray salt deposits. This zone covers mainly coastal areas relatively low salinity. The extent of the affected area varies significantly with factors such as winds, topography and vegetation.

### Zone D: High

Coastal areas with high risk wind blown sea-spray salt deposits. This is defined as within 500 m of the sea including harbours, or 100 m from tidal estuaries and sheltered inlets.

## Special Land Features

### Soil Type

Lismore shallow silt loam

### Land Fill

Council has received a Statement of Suitability of Earth Fill for this site. A copy of the certificate is attached for your information and to assist you in determining whether on site subsoil investigations to verify that 'Good Ground' and subsoil classification in accordance with NZS1170 need to be carried out if erecting a building on this property.

## Licences/Environmental Health

13/05/25                      Flood Assessment Certificate FC250188  
Licence issued 13/05/25  
Expires 13/05/27

Vehicle Crossing VX250716  
Applied 23/10/25

## Network Utility Operators

Information related to the availability of supply, authorisations etc. (e.g. electricity or gas) can be obtained from the relevant Network Utility Operator.

## Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:
  - a) Discharge consents.
  - b) Well permits.
  - c) Consents to take water.
  - d) The existence of contamination and/or hazardous sites.
  - e) Flooding.
  - f) Clean air discharge compliance.

Further information may be obtained from Environment Canterbury by requesting a Land Information Request (LIR). To find out more contact the Environment Canterbury on 0800 ECINFO (0800 324 636) or at <http://www.ecan.govt.nz/>

2. The following further information is supplied on the basis set out in note 2 below.

## Notes

1. The information supplied in the sections of this report, other than 'Other Information', is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM document based on our current records we would appreciate your response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).
2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:
  - a) The information may be relevant to the purposes for which this report is obtained;

- b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.

3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

#### 4. Schedule 1 Exempt Building Work

Building owners can carry out certain types of building work without needing to obtain a building consent. This exempt building work is listed in Schedule 1 of the Building Act 2004.

It is the owners' responsibility to ensure that any exempt building work done complies with the Building Code and fits within the provisions of the schedule before they carry out the work.

Please note that Council do not check or review documentation for compliance where information on exempt work has been provided by a property owner to Council. This information is simply filed for record keeping purposes and not to meet any statutory obligation.

Any information of this nature held by Council has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

- 5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.
- 6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.
- 7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.
- 8. This Land Information Memorandum includes natural hazard information deemed by Selwyn District Council and Environment Canterbury to be the most up-to-date, useful, and relevant, and is provided in accordance with the Local Government (Natural Hazard Information in Land Information Memoranda) Regulations 2025. All due care has been taken to ensure current information required to be provided under the regulations is presented below.
- 9. Selwyn District Council and Environment Canterbury may hold superseded or less reliable natural hazards information relating to the land that has not been included in this Land Information Memorandum. Please contact Selwyn District Council or Environment Canterbury if you would like to enquire about this information.

Information Management Team

Date: 12 December 2025



# LIM Report Legend

## Base Layers

### Road

— Road

### Railway

— Railway

### District Boundary

— District Boundary

### Township Boundary

— Township Boundary

### Ratepayer Information

— Ratepayer Information

### Parcels

— Parcels

## PODP - Zones and Precincts

### Precincts

— Commercial Precincts

— Industrial Precincts

— Airfield Precincts

— Rural Precincts

## Zones

- Large lot residential zone
- Low density residential zone
- General residential zone
- Medium density residential zone
- Settlement zone
- General rural zone
- Neighbourhood centre zone
- Local centre zone
- Large format retail zone
- Town centre zone
- General industrial zone
- Special purpose zone

## Zone and Water Services

### Water\_pt

- EQUIPMENT - BORE
- EQUIPMENT \_ GENERATOR
- EQUIPMENT - SAMPLE TAP
- EQUIPMENT - OTHER
- FACILITY
- FIRE PLANT
- HYDRANT
- IRRIGATION
- NODE
- OBSOLETE
- SUPPLY POINT
- TANK
- VALVE

## Water\_In

- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE - TREATED
- PIPE - UNTREATED
- PIPE - SEWER
- SITE\_BOUNDARY

### Sewer\_pt

- CHAMBER
- EQUIPMENT
- FACILITY
- MANHOLE
- NODE
- VALVE

### Sewer\_In

- OUTLINE
- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE\_GRAVITY
- PIPE\_RISINGMAIN
- SITE\_BOUNDARY

## Storm\_pt

- CHAMBER
- EQUIPMENT
- FACILITY
- INLET/OUTLET
- MANAGEMENT
- MANHOLE
- NODE
- SOAKHOLE
- SUMP
- VALVE

### Storm\_In

- CHANNEL
- DIM LINE
- MANAGEMENT
- NON SDC SERICE
- OBSOLETE
- OUTLINE
- PIPE
- SITE\_BOUNDARY
- Soakhole w/Hoz Soakage
- StopBank

### Storm\_py

- CATCHMENTS
- CONSENT AREA
- GROUNDWATER LESS 6M
- OUTLINE OF BASIN
- RATED AREA

## Stormwater Management Area

- Stormwater Management Area

## West Melton Observatory Zone

- West Melton Observatory Zone

## Planning Zones

- High Country
- Port Hills
- Existing Development Area
- Living 1
- Living 2
- Living 3
- Living X
- Living West Melton (North)
- Living Z
- Deferred Living
- Business 1
- Business 2
- Business 3
- Inner Plains
- Outer Plains
- Malvern Hills
- Key Activity Centre
- Living West Melton (South)

## Liquefaction Drains and Water Race

### CDrain\_pt

- GATE
- Site
- WEIR

## CDrain\_In

- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

### WRace\_pt

- DISCHARGE
- DIVIDE
- EQUIPMENT
- GATE
- GRILL
- HEADWALL
- MANHOLE
- NODE
- POND
- SHAFT
- SOAKHOLE
- SITE

### WRace\_In

- AQUEDUCT
- CULVERT
- DIM LINE
- EMERGENCY DISCHARGE
- INTAKE
- LATERAL
- LOCAL
- MAIN
- OBSOLETE
- OUTLINE
- SIPHON
- TUNNEL

## SDC Cleaned

- SDC Cleaned

## Project Extent

- Project Extent

## Boundary Between Liquefaction Assessment Zones

- Boundary Between Liquefaction Assessment Zones

## Liquefaction Susceptibility

- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

## Ecan River Protection Scheme

- Properties Beside Rivers
- Halswell Staff Gauges
- Halswell Floodgates
- Halswell Drainage

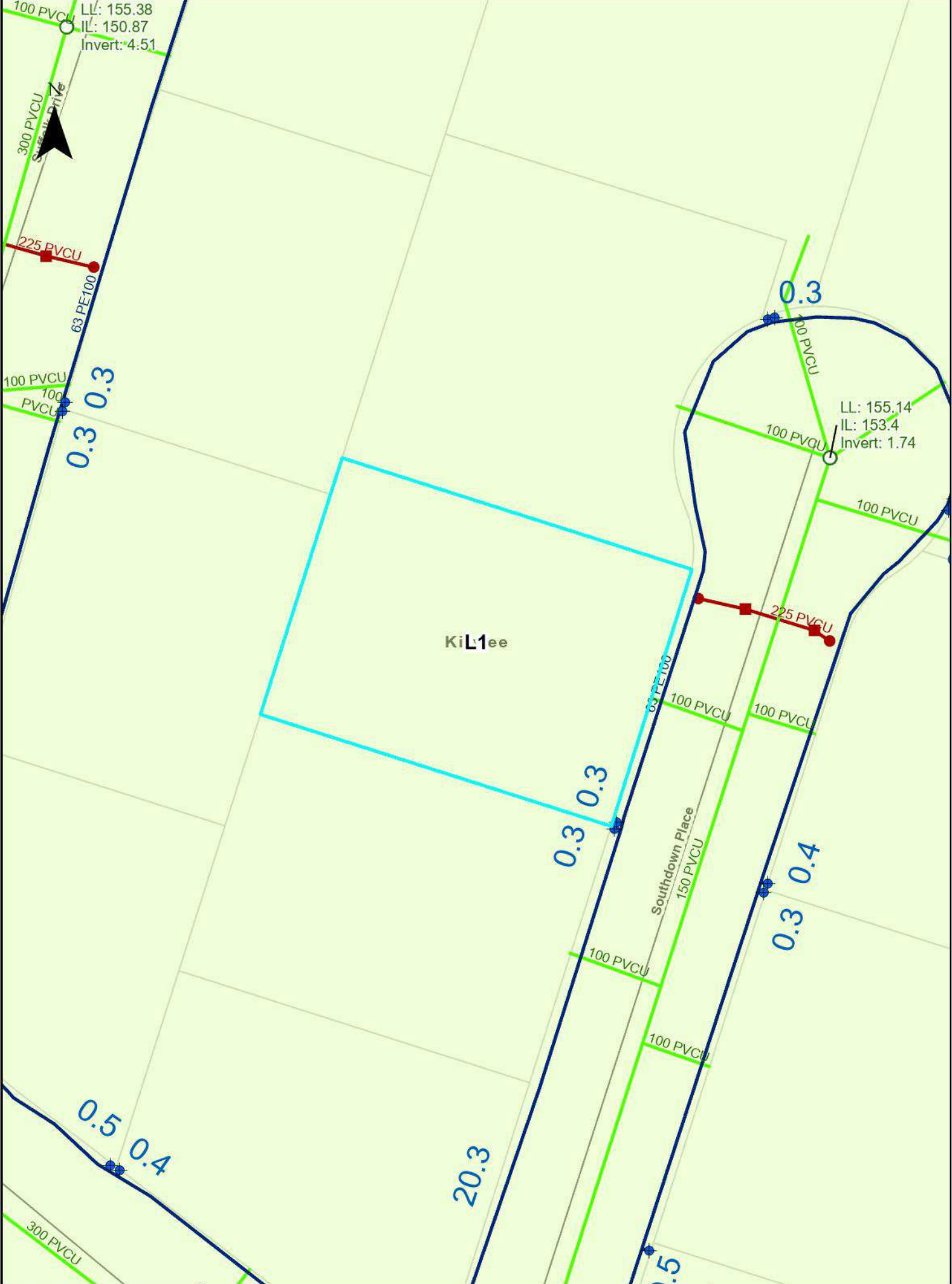
## Greendale Fault

- Greendale Fault 50m Buffer
- Fault Lines (GNS 2013)
- Folds (GNS 2013)

## Biodiversity

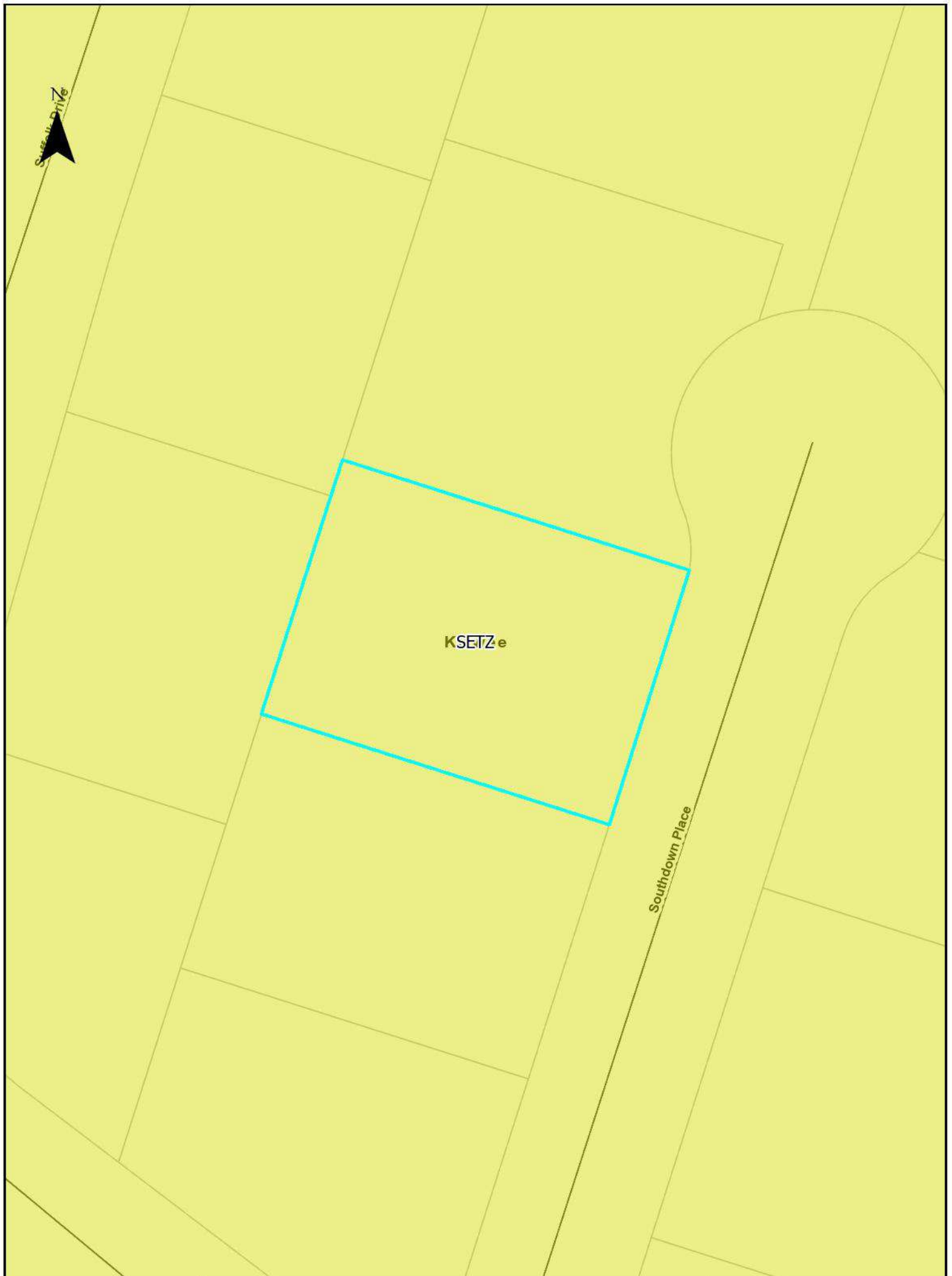
- Canterbury Plains SDC AB and C Classes
- Endangered Flora and Fauna
- Potentially Significant Sites
- Confirmed SNA Sites
- Significant Natural Areas (Final 115)

LIM REPORT - Zone and Water Services





# LIM REPORT - PODP Zone and Precinct



## RESOURCE CONSENT INFORMATION

This document is one of three pages titled “Resource Consent Information” which should be read together.

- Because of the large number of resource consents only consents which fall within the red buffer as identified on the map have been included with this report.
- If further information is required please contact the Council’s Planning Department – Phone Direct 03 3472 868.
- Every effort is made by the Council to identify resource consent in proximity to the property subject to this LIM application. However, it is suggested that a site inspection be undertaken by prospective purchasers to identify any land uses of interest. These may include uses which have existing use rights or other uses which are permitted under the Council’s District Plan.

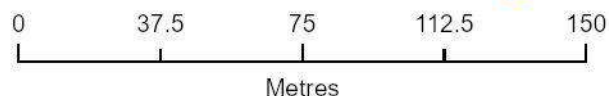
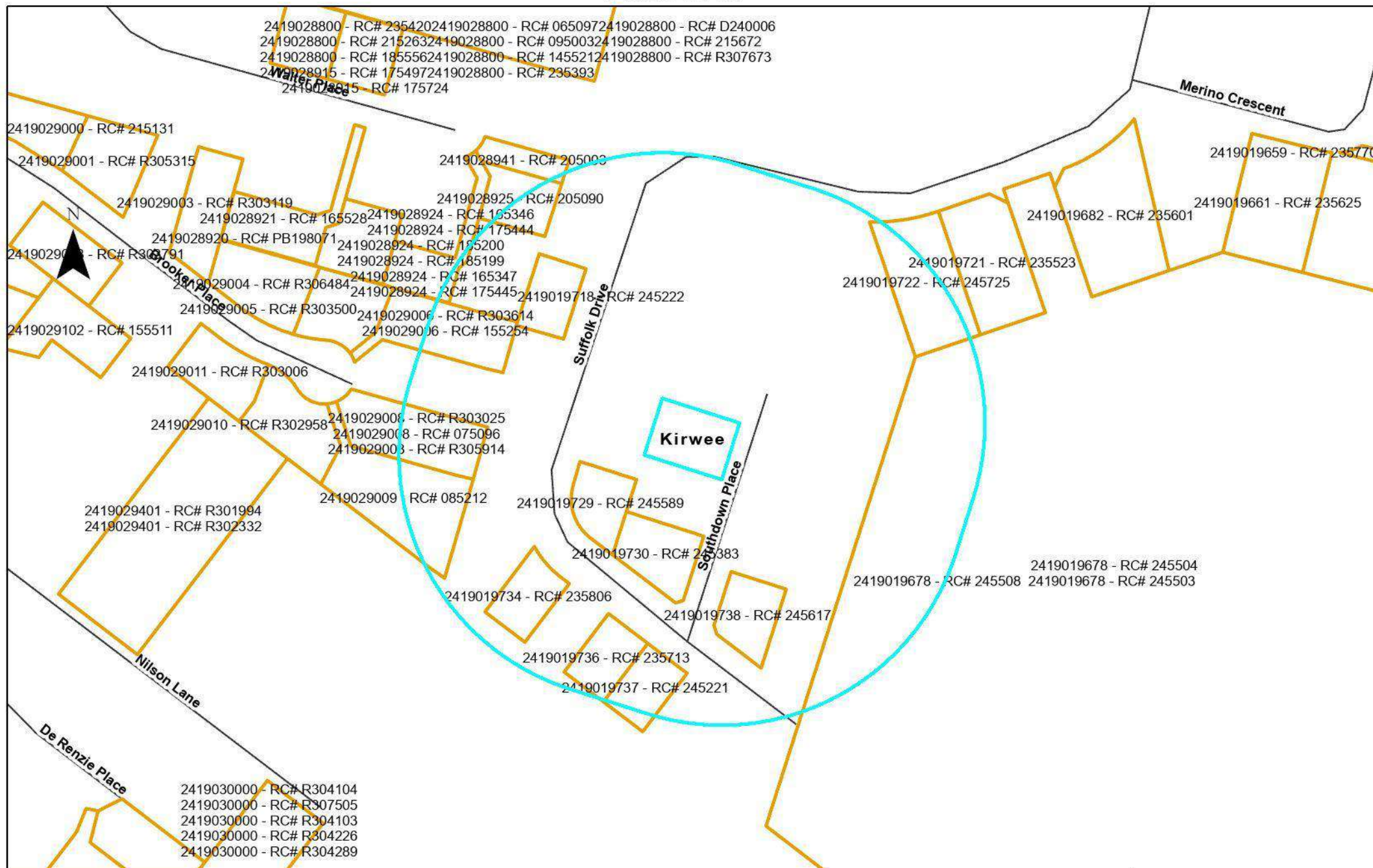
### Resource Consent Status Codes:

|       |                              |
|-------|------------------------------|
| GHP   | Granted by Hearing           |
| GEC   | Granted by Environment Court |
| GDEL  | Granted by Delegation        |
| GCOM  | Granted by Commissioner      |
| DCOM  | Declined by Commissioner     |
| DHP   | Declined by Hearing          |
| WD    | Withdrawn application        |
| AP    | Approved                     |
| DC    | Declined                     |
| Blank | No decision issued           |
| DN    | Decision Notified            |

|      |  |
|------|--|
| ADN  | Appeal Decision Notified                       |
| AE   | Appeal expiry                                  |
| AEC  | Appeal Heard by Environment                    |
| AN   | Abatement Notice                               |
| AR   | Appeal received                                |
| ARI  | Application returned incomplete                |
| AWD  | Appeal withdrawn                               |
| CC   | Cancelled                                      |
| CCI  | Certificate Compliance Issued                  |
| D37  | Deferred under s.37                            |
| D37E | s.37 deferral ends                             |
| D91  | Deferred under s.91                            |
| D91E | s.91 deferral ends                             |
| ECDN | Environment Court Decision notified            |
| FI   | Further Information                            |
| FICR | Further Information request - no clock restart |
| FR   | Formally received                              |
| HD   | Hearing Date                                   |
| HH   | Hearing held                                   |
| INV  | Invoiced                                       |
| IR   | Information received                           |
| LAPS | Lapsed   |
| LD   | Lodged   |
| LN   | Limited Notified                               |
| LS   | Lapsed   |
| ODN  | Objection decision notified                    |
| OH   | On Hold  |
| OR   | Objection received                             |

|      |                                      |
|------|--------------------------------------|
| PA   | Pre- application                     |
| PN   | Publically notified                  |
| PS   | Process suspended                    |
| RAD  | Recommendation adopted by Council    |
| RRA  | Recommendation to required authority |
| S223 | Section 223                          |
| S224 | Section 224                          |
| SC   | submissions closed                   |
| WAR  | Written Approval Requested           |
| WARE | Written Approvals Received           |

2419019702



Date: 10/12/2025  
 Cadastral Information derived from Land Information  
 New Zealand's Digital Cadastral Database (DCDB)  
 CROWN COPYRIGHT RESERVED  
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 Data Projection: NZGD2000 New Zealand Transverse

| Assessment_ID | RC Number | Proposal  | Decision Date |
|---------------|-----------|---|---------------|
| 2419019678    | 245503    | RC245503 is sought to undertake a subdivision to create 237 residential lots, 2 recreation reserves, 2 local purpose access reserves, and 2 local purpose utility reserves.   | 2025-07-02    |
| 2419019678    | 245504    | RC245504 is sought to undertake earthworks, establish non-compliant roading, erect signage, establish residential units on lots 55, 60, 61, 88, 89, and 90 in the future, and establish a 3m acoustic barrier that does not comply with | 2025-07-02    |
| 2419019678    | 245508    | To cancel an amalgamation condition and consent notice in relation to subdivision consent RC245503  | 2025-07-02    |
| 2419019718    | 245222    | To establish a single storey residential unit that exceeds site coverage.   | 2024-07-17    |
| 2419019722    | 245725    | DPBA - To erect an accessory building within the required setback from internal boundaries that also breaches the recession planes  | 2024-10-07    |
| 2419019729    | 245589    | To establish a dwelling that does not meet the glazing, and garage setback requirements   | 2024-08-27    |
| 2419019730    | 245383    | To construct a dwelling and attached garage within the road boundary setback  | 2024-06-06    |
| 2419019734    | 235806    | to construct a residential unit with density and outdoor space non-compliances  | 2024-03-12    |
| 2419019736    | 235713    | To construct a residential unit with non-complying glazing and vehicle crossing   | 2024-02-20    |
| 2419019737    | 245221    | Land use consent RC245221 is sought to establish a single storey residential dwelling that exceeds site coverage.   | 2024-07-08    |
| 2419019738    | 245617    | To establish a residential unit with an outdoor living space that does not meet the siting requirements, and a vehicle crossing that does not meet the minimum separation distance from a road intersection.                            | 2024-08-27    |

|            |         |  |            |
|------------|---------|--|------------|
| 2419028924 | 165346  | To subdivide each dwelling approved by RC165347 onto an individual allotment.                                  | 2016-12-01 |
| 2419028924 | 165347  | To establish a seven unit comprehensive housing development. See 165346.                                       | 2016-12-01 |
| 2419028924 | 175444  | Variation to 165346 (To establish a seven unit comprehensive housing development)                              | 2017-09-22 |
| 2419028924 | 175445  | Variation to 165347 (To subdivide each dwelling approved by 165346 onto an individual allotment)               | 2017-09-22 |
| 2419028924 | 185199  | VARIATION - To change condition 3 of resource consent RC165346   | 2018-05-11 |
| 2419028924 | 185200  | VARIATION - To change condition 1 of resource consent RC165347   | 2018-05-11 |
| 2419028925 | 205090  | To erect 3 dwellings.  | 2020-03-02 |
| 2419028941 | 205003  | To undertake a subdivision to create four allotments, three residential and one Local Purpose Reserve to vest. | 2020-03-02 |
| 2419029006 | R303614 | TO ERECT FAMILY FLAT WITH NON-COMPLYING SITING   | 1999-02-19 |
| 2419029006 | 155254  | Variation to RC303614 to retain a family flat.   | 2015-05-18 |
| 2419029008 | 075096  | NON-COMPLYING SITING FOR GARAGE  |            |
| 2419029008 | R305914 | TO BUILD GARAGE/STOREROOM AND CARPORT WITH N/C SITING  | 2002-12-20 |
| 2419029008 | R303025 | TO ERECT DWELLING IN NON-COMPLYING POSITION  | 1997-11-05 |
| 2419029009 | 085212  | TO ERECT GARAGE WITH NON-COMPLYING SITING  | 2008-07-10 |



ADDRESS: 5 Southdown Place, Kiriwee



## RODDING POINTS



**APPENDIX A**STATEMENT OF SUITABILITY OF EARTH FILL  
FOR RESIDENTIAL DEVELOPMENT

To Selwyn District Council, Rolleston.....  
(Name and address of Local Authority)

**STATEMENT OF SUITABILITY OF EARTH FILL  
FOR RESIDENTIAL DEVELOPMENT**

Kirwee Plains Stage 4-5 RC205711.....

Owner/Developer: Kirwee Central Properties Limited .....

Location: Suffolk Drive, Kirwee .....

The earth fills shown on the attached plan No.8063-600 have been placed in compliance with the terms of NZS 4431:1989.

While work was in progress I retained as my inspecting engineer the engineer named below who is registered in terms of the Engineers Registration Act 1924.

James Matthew Phelps Hopkins .....

Address: 54 Manchester Street, Christchurch .....

During work, the inspecting engineer and his staff made periodic visits of inspection to the site as detailed in his report No.8063 Kirwee Plain Stage 5 Earthfill Report which is attached. Details of the soil testing carried out to check the quality of the fill by the inspecting engineer and his testing agency are also included in this report.

The attached plan No.8063 – 600 shows Lot Nos.

74, 77 – 80, 83 –88, 90-91, 93, 95-97, 100-103,105-108, 110 and 113 .....

to be affected by filling and the extent of the fill.

In the opinion of the inspecting engineer the following special limitations should be observed:

Inspection to determine good ground in accordance with NZS3604: 2011 .....

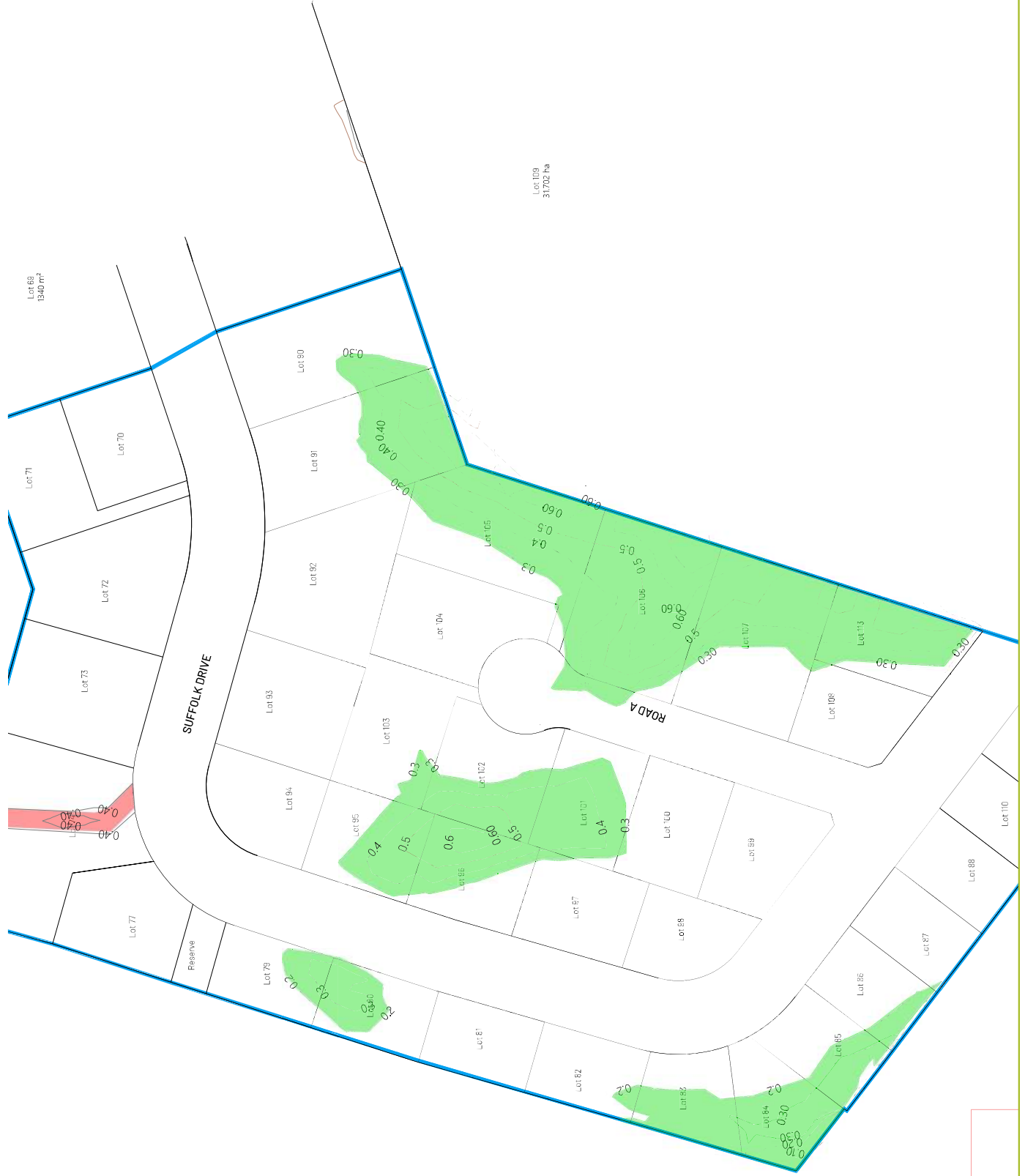
This certification, that the earth fills have been placed in compliance with the terms of NZS 4431: 1989 does not remove the necessity for the normal inspection and design of foundations as would be made in natural ground.

.....  ..... (signature)

Senior Civil Engineer ..... (position)

19 August 2022..... (date)

On behalf of: Kirwee Central Properties Limited.....  
(name of Owner/Developer)



# Flood Assessment Certificate

## FC250188



Issued pursuant to NH-SCHED1 of the Partially Operative Selwyn District Plan.

|                                  |                           |
|----------------------------------|---------------------------|
| Property Address:                | 5 Southdown Place, Kirwee |
| Legal Description:               | LOT 101 DP 578203         |
| Date of Issue:                   | 13 May 2025               |
| This certificate is valid until: | 13 May 2027               |

This site is not located on land within a high hazard area.

The site is likely to be subject to inundation in a 200-year Average Recurrence Interval (ARI) flood event.

Minimum finished floor level shall be:

**+155.29m NZVD2016**

### Disclaimers:

Whether the site is likely to be subject to inundation in a 200-year ARI flood event, and the minimum finished floor level have been determined with reference to:

- The most up to date models and maps held by Selwyn District Council or Canterbury Regional Council;
- Any relevant field information; and
- Any site specific flood assessment prepared by a suitably qualified and experienced person, including a site specific Flood Hazard Assessment prepared by Canterbury Regional Council.

This certificate is based on the best information available to Selwyn District Council at the time the certificate was issued. This information is subject to change and may be updated at any time, including during the valid period of this certificate. Selwyn District Council accepts no liability for changes in this information.

This certificate relies on flood modelling. Flood modelling is a tool that predicts what might happen in a flood event of a given magnitude. A flood model uses hypothetical scenarios and makes assumptions about how a flood event might unfold however there are many more variables that can influence how a site is affected in an actual flood event. The minimum finished floor level does not infer that no damage will occur to a structure built above the minimum finished floor level in a flood event.

The Building Act 2004 also manages flood risk. The minimum floor level certified under the Partially Operative District Plan may be different to the floor level required by the Building Act 2004, which must be met in order to obtain a building consent.

Any activity or construction carried out on a site where a Flood Assessment Certificate is issued is carried out at your own risk, and Council recommend that you carefully consider the impact of any flooding risk associated with this site.

### Advice notes:

- For a new residential unit or principal building or the alteration of, or addition to any residential unit or principal building to be a permitted activity under the Selwyn District Plan as a whole, all other relevant rules must be complied with.
- If the certified level is for a particular location on the site, the certified level is the minimum floor level for the proposed building location shown on the attached plan. If you wish to build elsewhere on the site the minimum floor level may be different, and you will need to request another certificate for the new location.

- c) For the purposes of this certificate, ground level means:
- The actual finished surface level of the ground after the most recent subdivision that created at least one additional allotment was completed (when the record of title is created);
  - If the ground level cannot be identified under paragraph (a), the existing surface level of the ground;
  - If, in any case under paragraph (a) or (b), a retaining wall or retaining structure is located on the boundary, the level of the exterior surface of the retaining wall or retaining structure where it intersects the boundary.

You must reference this certificate when applying for a building consent or the building consent will not be accepted.

Signed for and on behalf of the Selwyn District Council:



Emma Larsen

Head of Resource Consents

## Form 7

### Code compliance certificate

*Section 95, Building Act 2004*

#### The building

Street address of building: 5 Southdown Place, Kirwee  
Legal description of land where building is located: LOT 101 DP 578203  
Building name: N/A  
Location of building within site/block number: 5 Southdown Place  
Kirwee  
Level/unit number: 0  
Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling with 4 occupants  
Year first constructed: 2025

#### The owner

Name of owner: [REDACTED]  
Contact person: [REDACTED]  
Mailing address: [REDACTED]  
Street address/registered office: N/A  
Phone number: Landline: N/A Mobile: [REDACTED]  
Daytime: Landline: N/A Mobile: [REDACTED]  
After hours: Landline: N/A Mobile: [REDACTED]  
Facsimile number: N/A  
Email address: [REDACTED]  
First point of contact for communications with the council/building consent authority:  
Kate Worner (KW Architectural Design Ltd); Mailing Address: 18 Carrick Place  
Rolleston 7614; Mobile: 0212602057; Email: katew9@hotmail.com

#### Building work

Building consent number: BC250959  
Description: Construction of detached dwelling - single storey with 4 bedrooms and attached garage  
Issued by: Selwyn District Council

#### Code compliance

The building consent authority named below is satisfied, on reasonable grounds, that -  
the building work complies with the building consent.

**Attachment**

No attachments

Signature: Jason Smith

Position: Building Surveyor Residential Inspections

On behalf of: Selwyn District Council

Date: 05 December 2025



## **IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS**

### **STREET TREES AND IRRIGATION**

The Selwyn District Council would like to make all new home/land owners and their contractors aware of the process of gaining approval to relocate/remove street trees, or alter Council irrigations systems.

In some areas of the Selwyn District, various types of linked dripper irrigation systems are installed to water establishing street trees. In some cases, the system has not been installed very deep in the ground. It is particularly important that any contractors who are going to be excavating within road berms are aware of this and excavate carefully to locate irrigation lines or drippers, or seek assistance from Council as to their presence/location before excavating. Similarly, care should be taken when excavating near street trees to avoid damage to tree roots.

The developer has put a lot of effort into enhancing the streetscape and providing an attractive environment within your subdivision. It is accepted that in some cases when a new home is built, a planted street tree and associated irrigation system may need to be shifted or removed to facilitate vehicle access to the site. Upon formal request, Council will consider giving approval for such changes to the initial planting plan or irrigation system on a case by case basis, after exploring all alternative options available.

Where it has been qualified that trees can be removed or relocated and/or an irrigation system needs to be shifted, then these works are to be organised by Council and/or the Developer and carried out by one of their approved contractors. All costs associated with these works are to be borne by the requesting land owner.

Please be aware, that in some situations, street trees can be removed and landscaping in a subdivision might still be under the management of the developer. In such cases, Council should still be contacted in the first instance, who will forward the request onto the developer for a response.

The following procedure is to be followed by a land owner who is wanting to request removal or relocation of a street tree and/or associated irrigation systems, in order to facilitate vehicle access to their property.

Requests for the removal or shifting of a tree must be made in writing to the Council Reserves Department stating:

- Street address of the property and the lot number;
- Name of the contact person;
- Contact details;
- Reason for the tree to be removed

On receipt of this formal request, Council staff will assess the following:

- Quality of the tree and whether or not the tree can successfully be moved;
- Whether an irrigation system is present and also needs shifting or decommissioning;
- Any conditions of sale by the developer;
- Any Resource Consent conditions;
- Streetscape theme and amenity value contribution of the tree.

If a tree is not able to be shifted and has to be removed, the landowner may also be required to pay for the cost to plant another tree of the same species and of similar size within the road berm as a replacement.

If an agent of the land owner makes the request to Council, then the agent is deemed to be the person responsible for the payment of all expenses relating to this procedure.

#### CARE FOR ESTABLISHING STREET TREES

Although the Developer and/or Council endeavours to water in newly planted street trees during their initial establishment years, the public is encouraged to assist with watering trees on your road berm. Establishing a tree in an urban environment faces many challenges so give your tree the best chance of reaching its full potential and value.

Council implements an annual programme of street tree inspections and maintenance throughout the district. Street tree maintenance is the responsibility of the Council, who employs a contractor to provide arboricultural services. It is critical that any other tree maintenance required is undertaken by our appointed contractor to ensure consistency in both quality and tree form.

Please contact us by lodging a Service request if your tree requires any tree maintenance.

Thank you for your assistance and co-operation

Reserves Maintenance Staff  
**Selwyn District Council**



# Be water wise



Reducing water use is important as Selwyn households tend to be high users of water. Residential properties connected to a Council supply used an average of 1,470 litres of water per day in 2012/13 and 1,386 litres per day in 2011/12. As a comparison, typical household use in New Zealand is around 675 litres per day.

Part of the reason why Selwyn households have higher water consumption is because properties tend to have large sections and over dry summers water use can increase

significantly. Additional bores can be added to increase the capacity of Council water supplies, but this is costly and unsustainable.

Over summer, demand for water is much higher than in winter, as people use more water to maintain their lawns. When demand for water is very high during dry summers, water restrictions can be introduced if necessary.

Demand is especially high at the peak times of 6–9am in the morning and 4–9pm in the evening, when people

use water for cooking, washing and dishwashers, and often water their lawns at the same time.

We are asking everyone to be careful about how they use water, especially in summer when there is more demand for water. Some areas like Rolleston and Darfield also pay for their water based on metered use so reducing your water consumption will mean you spend less on water bills.

## How much water do you use?

This chart shows the amount of water typically used for different household activities. Once you know where your water is going, you can think about how you could reduce your water use. If your water is metered and billed this will help reduce how much you spend on water.

| Kitchen—Activity                            | Water used                       | Buckets     |
|---|----------------------------------|-------------|
| Dishwashing by Hand                         | 12 to 15 litres per wash         | 1–1½        |
| Dishwasher                                  | 20 to 60 litres per wash         | 2–6         |
| Drinking, Cooking, Cleaning                 | 8 litres per person              | ¾–1         |
| Bathroom—Activity                           | Water used                       | Buckets     |
| Toilet                                      | 4.5 to 11 litres per flush       | ½–1         |
| Bath  | 50 to 120 litres (half full)     | 5–12        |
| Shower (8 minutes)                          | 70 to 160 litres per 8 minutes   | 7–16        |
| Handbasin                                   | 5 litres                         | ½           |
| Tap Running (Cleaning teeth, washing hands) | 5 litres                         | ½           |
| Leaking Tap                                 | 200 litres                       | 20          |
| Laundry—Activity                            | Water used                       | Buckets     |
| Washing Machine (Front loading)             | 23 litres per kg of dry clothing | 4–5         |
| Washing Machine (Top Loading)               | 31 litres per kg of dry clothing | 5–6         |
| Outside—Activity                            | Water used                       | Buckets     |
| Hand Watering by Hose                       | 600 to 900 litres per hour       | 60–90       |
| Garden Sprinkler                            | Up to 1500 litres per hour       | 150         |
| Car Wash with Hose                          | 100 to 300 litres                | 10–30       |
| Filling Swimming Pool                       | 20,000 to 50,000 litres          | 2,000–5,000 |
| Leaking Pipe (1.5mm hole)                   | 300 litres per day               | 30          |



## Tips for managing your water use

**You can help manage your water consumption wisely by following these tips:**

### Your garden and lawn

- Water your garden and lawn every few days rather than every day. Wetting the soil surface every day encourages roots to develop at the surface, making them more vulnerable to hot dry spells.
- Water your garden and lawn outside of peak water usage hours (avoid 6am–9am, and 4pm–9pm). Watering in the early morning (before 6am) or late evening (after 9pm) will minimise evaporation loss. Also avoid watering in a Nor' West wind as the water will quickly evaporate.
- Using a watering can or hand watering plants by hose often uses far less water than a sprinkler.
- Use a timer to avoid overwatering as it makes plants more susceptible to fungus diseases and will leach out soil nutrients.
- Use mulch or cover the soil with a layer of organic matter to keep the soil moist. Mulches help protect plant roots from drying effects of sun and wind and also reduce weed growth.

- Check if the soil needs watering by digging down with a trowel and having a look. This is a more accurate way to see if watering is needed than looking at the surface.
- Check you have the right head for your sprinkler. Sprinklers should apply water gently so that it seeps into the soil. Some sprinklers apply water faster than the soil can absorb.
- When planting choose drought resistant plants that don't require a lot of water.



### Outdoors

- Wash your car with a bucket of water rather than a hose.
- Use a broom rather than hosing down paths and driveways.
- Inspect hoses and taps both indoors and outdoors to check for leaks which waste water.
- Collect rainwater for use watering gardens and lawns.
- If you have a swimming pool, keep it covered to stop the water evaporating.

### Indoors

- Reduce your water consumption at the peak times of 6-9am and 4-9pm. Easy ways to do this include using your washing machine after 9pm at night, and putting your dishwasher on just before you go to bed.
- Take a short shower instead of a bath.
- Don't switch on the dishwasher or washing machine until you have a full load.
- Use a half flush when using the toilet.

# Buying or selling your property?



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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](https://rea.govt.nz) and [settled.govt.nz](https://settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://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](https://rea.govt.nz).

# Key things to know about sale and purchase agreements

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- 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

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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

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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](mailto:info@rea.govt.nz) or visit us online at [rea.govt.nz](http://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](http://settled.govt.nz) or email [info@settled.govt.nz](mailto: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](https://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](https://rea.govt.nz),  
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