

PROPERTY INFORMATION

A
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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 **848205**

Land Registration District **Canterbury**

Date Issued 05 November 2018

Prior References

355090

Estate Fee Simple

Area 1.0001 hectares more or less

Legal Description Lot 4 Deposited Plan 526197

Registered Owners

Bella Kathleen Hand and Jason William Hand

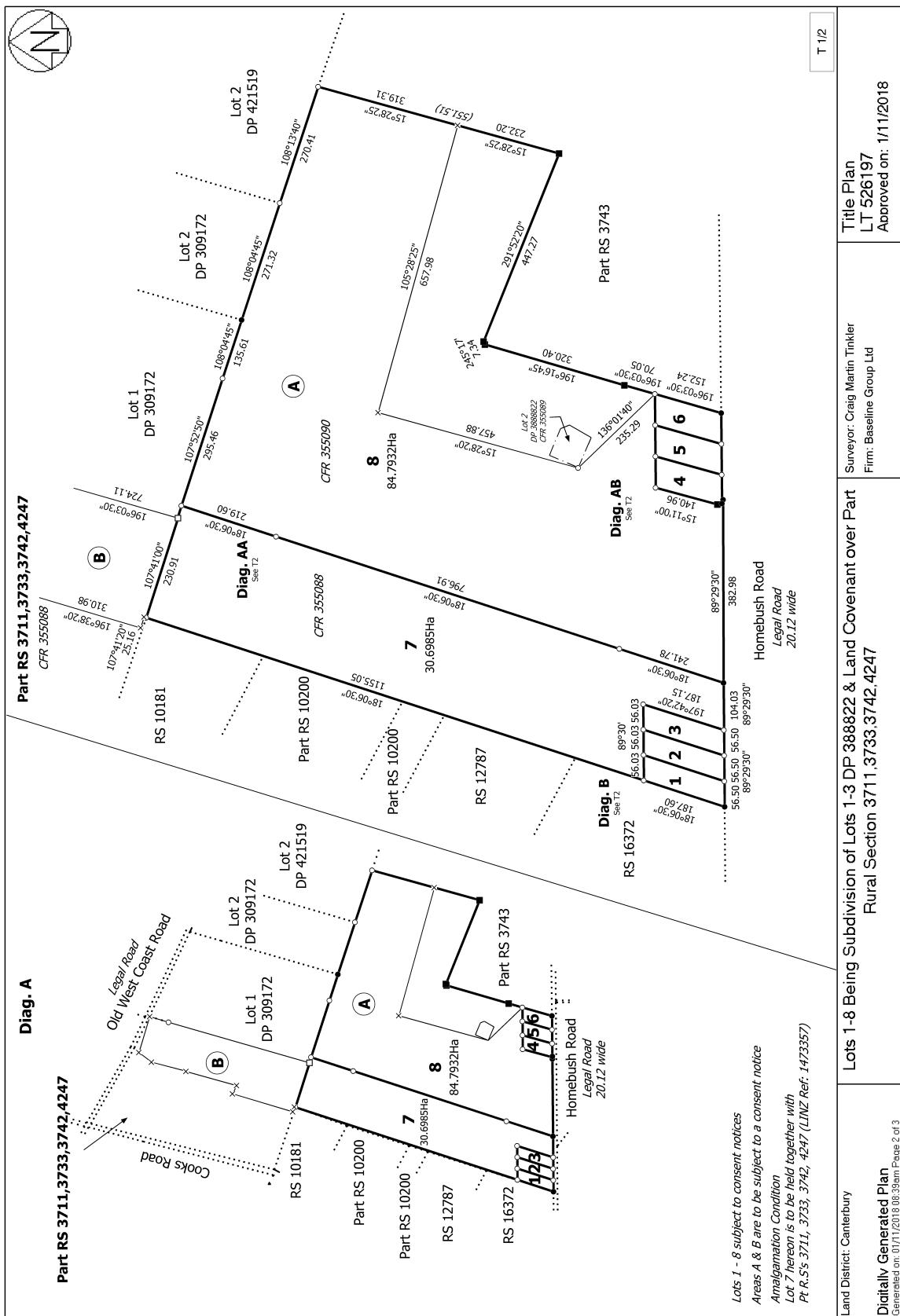
Interests

11274856.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 5.11.2018 at 11:05 am

Land Covenant in Covenant Instrument 11437105.1 - 18.6.2019 at 4:29 pm

Appurtenant hereto is a right to convey water created by Easement Instrument 12237239.2 - 22.6.2022 at 11:22 am

11982482.4 Mortgage to Kiwibank Limited - 9.8.2022 at 3:51 pm



View Instrument Details



Instrument No 11274856.6
Status Registered
Date & Time Lodged 05 November 2018 11:05
Lodged By Gray, Richard Crockford
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



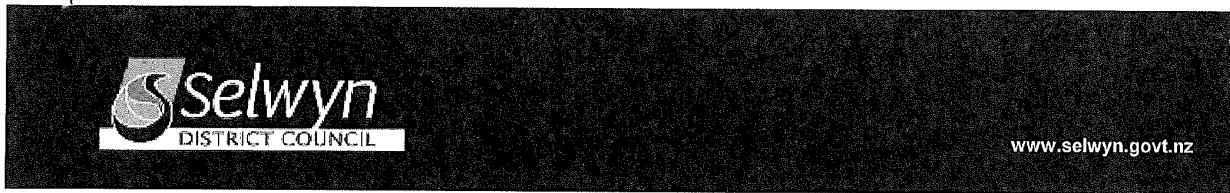
Affected Computer Registers	Land District
848202	Canterbury
848203	Canterbury
848204	Canterbury
848205	Canterbury
848206	Canterbury
848207	Canterbury
849058	Canterbury
849059	Canterbury

Annexure Schedule: Contains 1 Page.

Signature

Signed by Richard Crockford Gray as Territorial Authority Representative on 03/11/2018 02:16 PM

*** End of Report ***



IN THE MATTER of the Resource Management
Act 1991
AND
IN THE MATTER of Resource Consent 175463

CONSENT NOTICE PURSUANT TO SECTION 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

"All land use activities, including the construction of new buildings/structures, earthworks, fences, any operation of mobile plant and/or persons working near exposed line parts shall comply with the New Zealand Electrical Code of Practice for Electrical Safe Distances (NZEC34:2001) or any subsequent revision of the code.

No habitable buildings shall be located within 10 metres of the centreline of the HOR-ISL E (Hororata-Islington E) National Grid Transmission Line.

No buildings or structures shall be located within 12 metres from any outer visible edge of the foundation of any National Grid Transmission support structure; except for non-conductive fencing, which can be located five metres from any outer visible edge of the support structure foundation."

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 1 – 8 DP 526197 held in Computer Freehold Registers 848202 – 848207, 849058 & 849059

DATED this 30th day of July 2018

SIGNED for and on behalf of
THE SELWYN DISTRICT COUNCIL

A handwritten signature in black ink, appearing to read 'J. Frost'.

Authorised Officer

View Instrument Details



Instrument No 11437105.1
Status Registered
Date & Time Lodged 18 June 2019 16:29
Lodged By Gray, Richard Crockford
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
848202	Canterbury
848203	Canterbury
848204	Canterbury
848205	Canterbury
848206	Canterbury
848207	Canterbury
849058	Canterbury
849059	Canterbury

Annexure Schedule: Contains 7 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 Richard Crockford Gray as Covenantor Representative on 11/06/2019 11:31 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 Richard Crockford Gray as Covenantee Representative on 11/06/2019 11:31 AM

*** 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

James Murray ROBERTSON, Maureen Ruth ROBERTSON and Craig Michael ROBERTSON

Covenantee

James Murray ROBERTSON, Maureen Ruth ROBERTSON and Craig Michael ROBERTSON

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

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Covenant as set out in the attached Annexure Schedules	DP 526197	Lots 1 to 6 (inclusive) on DP 526197 - RTs 848202, 848203, 848204, 848205, 848206 and 848207 respectively	Lots 1 to 8 (inclusive) on DP 526197 - RTs 848202, 848203, 848204, 848205, 848206, 848207, 849058 and 849059 respectively

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 2].

Form L**Annexure Schedule**

Page 2 of 7 pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required***"ANNEXURE SCHEDULE 2"****1. Land covenants ("covenants")**

1.1 The Grantor and the Grantee wish to protect the visual concept and integrated appearance of Lot numbers 1 to 6 (inclusive) on Deposited Plan 526197. To achieve this the Grantor hereby covenants with the Grantee as set out below and hereby requests that such covenants be noted against all the Titles having the benefit (Lots 1 to 8 (inclusive) on Deposited Plan 526197) of the covenants.

1.2 These restrictive covenants shall:

- (a) run with each of the Lots 1 to 6 (inclusive) on Deposited Plan 526197 and;
- (b) be for the benefit of and appurtenant to all Lots on Deposited Plan 526197 and;
- (c) the building covenants contained in clauses 4.2.1 to 4.2.4 shall run for a period of 10 years from the date of registration of this instrument. All other land covenants contained in this instrument shall apply in perpetuity.

2. Interpretation

2.1 For the purposes of these covenants:

- (a) "Allow" includes to do, facilitate, permit and suffer.
- (b) "Building" includes all structures and construction including (but not limited to) dwelling-houses, flats, units, garages, glasshouses, ancillary buildings and sheds and improvements thereto.
- (c) "Erect" and "Erection" includes to install, construct, relocate or place on the Land, Lot or in any Building and also includes "allow to erect".
- (d) "Land" and "Lot" means Lots 1 to 6 (inclusive) on Deposited Plan 526197 having the benefit and burden of these covenants.
- (e) "Landscape Features" includes all fences, walls, windbreaks, washing lines, letter boxes, satellite dishes, street and/or house numbering and the design of that lettering and numbering, curves, footpaths, road frontages, driveways, driveway crossings, entrance ways and concrete areas.
- (f) "Grantee" means James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson.
- (g) "Grantor" includes the builder, building company or partnership or registered owner for the time being of the Land.
- (h) "Development" means all the land in Deposited Plan 526197.
- (i) The headings used in this document are for convenience only and do not form part of the covenants nor are they to be used in interpretation of the covenants..

cont.

Form L
Annexure Schedule

Page 3 of 7 pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"**3. Approvals**

3.1 All approvals or consents required by these Covenants shall be sought by the Grantor from the Grantee (or its appointed agent) and shall be:

- (a) obtained by the Grantor prior to any work being carried out on the Land; and
- (b) given or refused in the sole, absolute and unfettered discretion of the Grantee. In particular, the Grantee reserves the right to approve requests for one party in respect of a particular Lot without creating any form of precedent or obligation for another party, and may refuse an identical request from the same or another party in respect of a different Lot without having to give reasons.

3.2 When the Grantee exercises its discretion (as referred to in clause 3.1 above) they may also take into account their own assessment of the effects on any Land, and/or Building, or the visual concept or integrated appearance of all or any of Lots 1 to 6 (inclusive) on Deposited Plan 526197.

3.3 Without limiting their discretion, the Grantee may refuse to approve some dwelling or alteration plans or landscape designs and plants if such could, in their sole opinion, have a shade or other detrimental or negative affect on other Buildings or other Land in the development, now or at a later date.

3.4 The Grantee shall have the absolute right to assign or delegate to any agent appointed by the Grantee the right to grant approvals or consents required by these Covenants.

3.5 The address of the Grantee James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson (or their agent) for approvals is currently:
2497 Old West Coast Road, R.D. 1, Christchurch 7671.

The Grantee shall endeavour to advise the Grantor in writing of their decision in respect of any application for approval or consent under these covenants within 21 days of actual receipt of their written request.

4. Covenants**Building Plans**

4.1 The Grantor shall not begin construction of a building without first receiving the written approval of the Grantee of the plans and specifications for that Building.

4.2 Without first receiving the written Approval of the Grantee, the Grantor shall not:

- 4.2.1 Erect on the Land any relocated Building, or any Building or Landscape Feature other than one constructed on site from new, unused materials (except brick).
- 4.2.2 Leave the outside of any Landscape Feature or Building unfinished or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.

cont.

Form L

Annexure Schedule

Page 4 of 7 pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"

4.2.3 In respect of Lots 1 to 6 (inclusive) on Deposited Plan 526197 erect or place, or permit to be placed on the Land, any Building (which is to be used as a residence) on any Lot which has a floor area of less than **185 square metres**, including a garage under one roof.

4.2.4 Erect on Lots 1 to 6 (inclusive) on Deposited Plan 526197 more than one Building to be a residence ensuring that the construction and design of any outbuildings (including garages) erected on the Land are similar to, or harmonious with the design and construction of the dwelling on the Land unless the outbuilding is less than 4 square metres in area.

4.2.5 Land Use
Allow the use of Lots 1 to 6 (inclusive) on Deposited Plan 526197 for any purpose not conducive to a residential/rural environment, which includes by way of example, meetings of any club or society and use by groups for model aircraft, boats or cars.

4.2.6 Allow the use of Lots 1 to 6 (inclusive) on Deposited Plan 526197 for the purposes of wrecking or dismantling any motor vehicle or building or to allow the storage of any material derived from the dismantling of any motor vehicle or building or use any part of any Lot as a junkyard, metal or scrap metal yard.

4.2.7 Allow the use of Lots 1 to 6 (inclusive) on Deposited Plan 526197 for institutional purposes or as any form of hostel, lodge or boarding house. This clause however shall not prevent any Lot being used for home-based employment (including home stays) provided that all such use complies with the relevant district plan.

4.2.8 Allow the Land to be used for any form of residential purposes either by the erection of temporary Buildings or by the placement of caravans and/or vehicles able to be used for human habitation

4.2.9 Allow any Building on the Land to be occupied as a residence in any way until (with respect to all Buildings and Landscape Features on that same Lot):
 (i) The Building Code Compliance Certificate(s) has been issued by the Selwyn District Council; and
 (ii) The Buildings have been completed in accordance with all the terms of these Covenants; and
 (iii) All exterior work and decoration to the Buildings, as approved, are completed.
 The Grantor hereby covenants to complete all driveways, paths, fences and other Landscape Features in accordance with these Covenants and grass and/or landscape all unpaved areas according to the approved plans within 6 calendar months of occupation as a residence.

4.2.10 Allow any intensive animal factory farming activities on Lots 1 to 6 (inclusive) on Deposited Plan 526197, nor the keeping of pigeons on any Lot.

4.2.11 Allow any ham radio or similar aerial satellite dish (other than a standard sky satellite dish), wind turbines, garden statues, fountains, flags or flag poles or any other exterior ornamental decoration or similar garden or landscaping feature on the Land to be visible by any other occupier of Lots 1 to 8 (inclusive) on Deposited Plan 526197.

4.2.12 Allow shipping containers or any other similar storage unit on any Lot unless freshly painted and landscaped.

cont.

Form L**Annexure Schedule**

Page 5 of 7 pages

Insert instrument type

Land Covenant

*Continue in additional Annexure Schedule, if required***"ANNEXURE SCHEDULE 2"**

- 4.2.13 Allow use of any part of Lots 1 to 6 (inclusive) on Deposited Plan 526197 as a transport and/or contractors depot or yard providing that a sole contractor or Transporter may store that person's machinery or vehicle on the Lot as long as that person's machinery or vehicle is kept under permanently erected cover and is screened from the road.
- 4.2.14 Allow any animal (including dogs and other domestic pets) to be kept in or about the Land or Building which is or is likely to cause a nuisance or annoyance to other occupiers of Lots 1 to 8 (inclusive) on Deposited Plan 526197 or to detract from the development as a whole. In particular without otherwise limiting this restriction not to allow on or about the Land any dog which in whole or in part, resembles or appears to resemble the Pitt Bull Terrier, Rottweiler, or Doberman Pinscher, Japanese Akita, Japanese Tosa, Dogo Argentino or Brazilian Fila breeds.
- 4.2.15 Allow any Buildings, grass, weeds, rubbish, noxious substances or other deleterious material on the Land that is or is likely to become unsightly, or a nuisance or an annoyance to other occupiers Lots 1 to 8 (inclusive) on Deposited Plan 526197.
- 4.2.16 Allow rubbish or waste materials to accumulate on the Land, or allow it to become untidy or unsightly.
- 4.2.17 Park any caravan, motorhome or house bus, at front of property where it is entirely visible from the road frontage.

4.3 Vegetation

- 4.3.1 The Grantor shall keep and maintain the Land in a neat and tidy condition at all times prior to the start of building on the land. During the building process all rubbish must be securely contained, and all foundation excavations must be removed from the Lot. The building site must be kept in a tidy state at all times.

4.4 Frontage

The Grantor shall keep and maintain the road frontage of the Land (including Landscaping) in a neat and tidy condition. "Frontage" means any boundary shared with the road or right of way (as the case may be).

5. Fencing covenant.

- 5.1 Lots 1 to 6 (inclusive) on Deposited Plan 526197 shall be bound by a fencing covenant as such term is defined in Section 2 of the Fencing Act 1978. The Grantee shall not be called upon to erect or contribute to the cost of replacement or repair of any dividing or boundary fence between the Grantor's Lot and any contiguous land of the Grantee.
- 5.2 The Fencing covenant specified in clause 5.1 will expire in accordance with section 6 of the Fencing Act 1978.

cont.

Form L
Annexure Schedule

Page 6 of 7 pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"**6. Enforcement**

6.1 If there is 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 other person having the benefit of these Covenants) the Grantor in breach agrees to and shall at their cost, (with respect to each individual breach):

- (a) Upon written notice being given by the Grantee or their agent (or by any other registered proprietor of Land within the development) to the party in breach pay to each such notice giver agreed liquidated damages in the sum of ONE HUNDRED DOLLARS (\$100.00) per day for everyday that such breach or non-observance continues after the date 20 working days after the date upon which each written notice has been given; and
- (b) Forthwith upon receipt of such notice to remove or cause to be removed from the Land any Building, planting, Landscape Feature or other item erected on the Land in breach, or in non observance of the forgoing covenants; and
- (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-conforming item used in breach or non-observance of the forgoing Covenants with the approved materials; and
- (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.

6.2 The Grantor agrees that the Grantee does not have any responsibility or liability for the enforcement, and enforceability, applicability or lack of action with respect to enforcement or applicability of any of these Covenants. In addition, apart from the exercise of their discretion with respect to consents, approvals or disapprovals or matters referred to in these Covenants, the Grantee does not undertake to enforce or monitor compliance of these Covenants. The Grantee shall not be liable to the Grantor or any successor in Title of the Grantor for any breach of any of the covenants by any of the registered owners for the time being of any of the Lots having the burden of the covenants and the Grantor also agrees to keep the Grantee indemnified, free and harmless from any claim, liability, loss, costs or action arising against them or their agents in this regard.

7. Dispute Resolution

7.1 Except as relates to the exercise of any discretion, opinion or consent requested of the Grantee under these Covenants, and without prejudice to the Enforcement provisions of this document, if any dispute arises between or among the parties concerning the covenants above, then the party shall enter into negotiations in good faith to resolve their dispute.

7.2 If the dispute is not resolved within 20 working days from the date on which the parties begin their negotiations, then the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties agree, that person appointed may act as an expert and not an arbitrator.

cont.

Form L

Annexure Schedule

Page 7 of 7 pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

"ANNEXURE SCHEDULE 2"

- 7.3 If an arbitrator cannot be agreed upon within a further ten (10) days then an independent arbitrator will be appointed by the President for time being of the Canterbury District Law Society at the request of either party.
- 7.4 Such arbitration will be determined in accordance with the Arbitration Act 1996 (and its amendments) or any enactment passed in its substitution.
8. The Grantor and any future registered proprietors of the Land will be liable to observe and perform the Land Covenants only while they are registered as proprietors of the property. A transfer of the property by them will not however relieve them from any liability which has arisen before the date of the transfer.
9. The restrictions shall be for the benefit of Lots 1 to 8 (inclusive) on Deposited Plan 526197 (Canterbury Land Registration District). The Lots shall not include any roads, reserves, utility Lots or common access way/s.

View Instrument Details



Instrument No 12237239.2
Status Registered
Date & Time Lodged 22 June 2022 11:22
Lodged By Heenan, Kieran Patrick
Instrument Type Easement Instrument



Affected Records of Title	Land District
848205	Canterbury
849059	Canterbury

Annexure Schedule Contains 2 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

I certify that the Mortgagee under Mortgage 6184536.7 has consented to this transaction and I hold that consent

Signature

Signed by Kieran Patrick Heenan as Grantor Representative on 22/06/2022 11:20 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Kieran Patrick Heenan as Grantee Representative on 22/06/2022 11:20 AM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson

Grantee

James Murray Robertson, Maureen Ruth Robertson and Craig Michael Robertson

Grant of Easement or *Profit à prendre*

The **Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* 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 of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Water	G on DP 535874	Lot 8 DP 526197 RT 849059	Lot 4 DP 526197 RT 848205

Easements or *profits à prendre* 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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **[varied]** **[negated]** **[added to]** or **[substituted]** by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule 2]

Form L
Annexure Schedule

Page 2 of 2 pages

Insert instrument type

Easement Instrument

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 2**

Where there is a conflict between the provisions of Schedule 5 to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the modifications must prevail.

Right to Convey Water

1. This right shall be subject to each registered owner drawing and taking water from the water bore situated on Lot 8 Deposited Plan 526197 and shown marked "G" on Deposited Plan 535874 complying with any relevant statutory provisions and requirements and the terms of the Canterbury Regional Council Resource Consent Permit/s. In particular, no registered owner shall cause the limits set out in any Resource Consent Permit/s to be exceeded. In the event that any registered owner breaches the terms of any Resource Consent Permit/s, that registered owner will indemnify the other remaining registered owner for any losses incurred as a consequence of that breach.
2. The registered owners and their respective successors in title acknowledge and agree that each registered owner drawing and taking water from the water bore shall (at their own respective cost) install and maintain a meter to measure the amount of water they draw from the water bore and shall keep full and accurate records of the amount of all water drawn. The registered owners of Lots 4 and 8 on Deposited Plan 526197 shall have the right to inspect the meter and records at any reasonable time. Any calculations, assessments, amounts, levies or payments required in accordance with the terms of this easement shall be based upon and relate to the amount of water that each Lot draws from the water bore.
3. The costs and charges for supplying the necessary power and pumping equipment and maintaining, repairing or replacing any pumphouse, pump and associated pumping facilities, equipment and any running costs, maintenance, repair or replacing of the water bore and easement facility for the supply of water shall be borne by the registered owners for the time being of Lots 4 and 8 on Deposited Plan 526197 in shares according to use, calculated as set out in Clause 2 above.
4. All works carried out pursuant to the water bore and easement facility shall be carried out as expeditiously as possible and with as little disturbance to the surface of the relevant Burdened Land as possible and immediately upon completion of any such work the surface of the relevant Burdened Land shall be restored as nearly as possible to its original condition.
5. No registered owner shall interfere with the rights of the other registered owner accessing water from the water bore or to damage or interfere with any pipes conveying water to the Lots.

Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at info@rea.govt.nz or visit us online at rea.govt.nz

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit **settled.govt.nz** or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

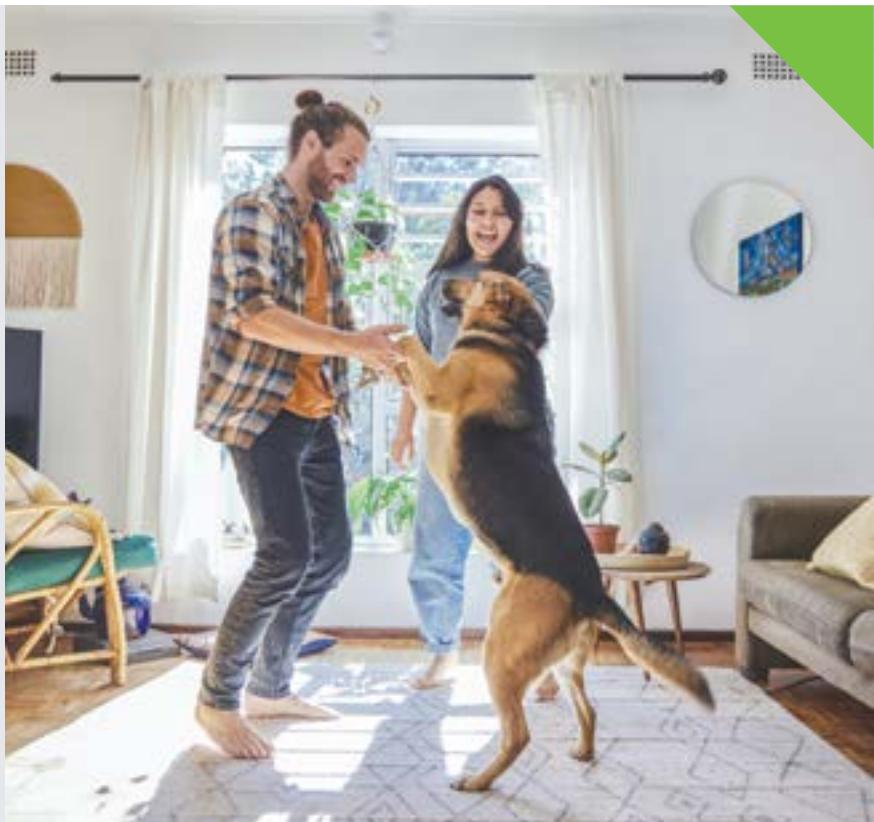
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

To find out more about REA, visit rea.govt.nz, call us on **0800 367 7322** or email us at info@rea.govt.nz



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