

MCRAE & KNOWLER

PROPERTY BROCHURE
4 MONTE CRESCENT, LINCOLN



4 MONTE CRESCENT, LINCOLN

Enquiries Over \$949,000

MODERN COMFORT. SMART LAYOUT. PRIME ADDRESS.



4



2



2



185 m²



561 m²

This is the kind of home that quietly impresses.

Designed for easy living and entertaining, the thoughtful layout creates seamless flow between spaces, making everyday life feel calm, connected, and effortlessly stylish.

The kitchen sits at the heart of the home and delivers on both form and function, with stone benchtops, a generous walk-in pantry, and smooth connection to the open-plan living and dining zones.

A separate media room gives you that all-important second living space – perfect for movie nights, kids' hangouts, or serious Netflix marathons without disturbing the rest of the house. Comfort is covered year-round with ducted heating throughout, while the master suite offers a walk-in robe, ensuite, and direct outdoor access for fresh air and quiet moments. Three further generous bedrooms provide flexibility for family, guests, or working from home.

Built to embrace the sun, this home is beautifully positioned to maximise natural light, flooding the kitchen, living areas and master bedroom with warmth and light throughout the day. Outside, the professionally landscaped garden is both generous and easy to maintain, with four fruit trees, a spacious lawn, and smart amenities including automatic irrigation and a robot mower – giving you the lifestyle without the workload.

All of this is set on a private, established section in the tightly held Verdeco Boulevard subdivision of Lincoln – peaceful, polished, and always in demand.



SCAN TO DOWNLOAD
REPORTS AND SALE
PARTICULARS

TANYA MARILLIER

tanya@mkrealestate.co.nz

027 383 3844



LEGALS

Land area	561 sqm
Floor area	185 sqm
Tenure	Freehold
Rateable value	\$1,000,000
Land value	\$390,000
Improvements value	\$610,000
Rates	\$5,547.75
Council zone	Residential Zone A
Technical category	Unmapped

ENERGY

Heating	Ducted Heat Pump
Insulation	Walls & Roof
Windows	Aluminium Double Glazing
Water heating	Electric
Ventilation	Extractor Fans

CONSTRUCTION

Year built	2022
Exterior	Duragroove + Feature Stone
Roof	Coloursteel
EQ repairs	Post Quake Build

EDUCATION

Primary	Ararira Primary School
Secondary	Lincoln High School

CHATTERS

Auto Garage Door Opener & 2 x Remotes, Blinds, Clothesline, Dishwasher, Drapes, Electric Oven, Hob/Cooktop - Induction, Extractor Fan x 2, Fixed Floor Coverings, Garden Shed, Heated Towel Rails x 2, Ducted Heat Pump, Light Fittings, Range Hood, Smoke Detectors (2), TV brackets (2x Heavy Duty), Irrigation, Robot Mower, EV Charger

NOTES

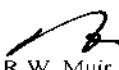




**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **980417**

Land Registration District **Canterbury**

Date Issued 28 July 2021

Prior References

891230

Estate Fee Simple

Area 561 square metres more or less

Legal Description Lot 91 Deposited Plan 558331

Registered Owners

Roberto Weidmann Menezes and Mariana Lopes Loureiro Martins Menezes

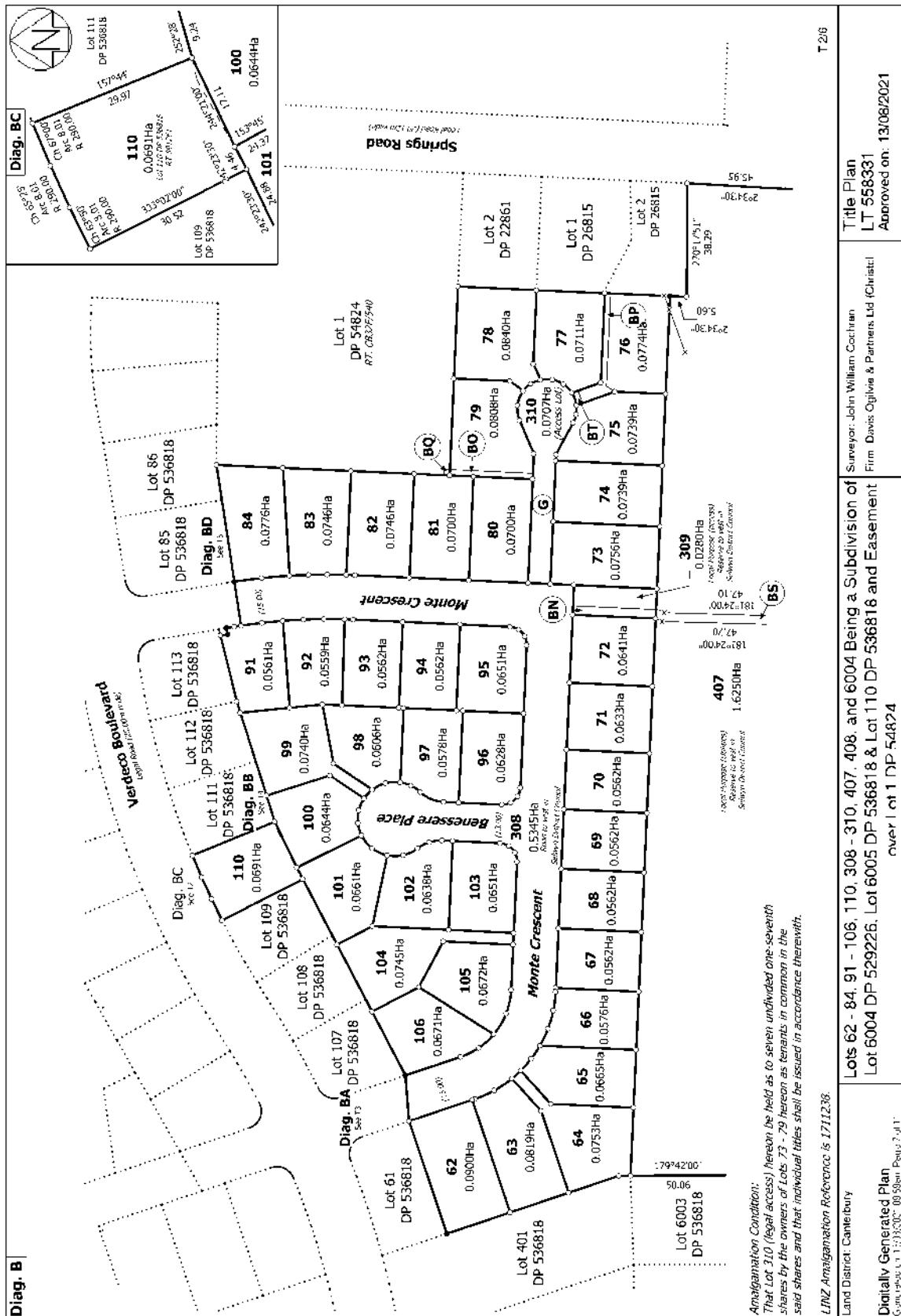
Interests

12058740.13 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.7.2021 at 9:58 am

12058740.14 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.7.2021 at 9:58 am

Land Covenant in Covenant Instrument 12058740.21 - 28.7.2021 at 9:58 am (Limited as to duration)

12343190.2 Mortgage to Kiwibank Limited - 23.12.2021 at 12:52 pm



View Instrument Details



Instrument No 12058740.21
Status Registered
Date & Time Lodged 28 July 2021 09:58
Lodged By Orton, Joshua Michael
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
980394	Canterbury
980395	Canterbury
980396	Canterbury
980397	Canterbury
980398	Canterbury
980399	Canterbury
980400	Canterbury
980401	Canterbury
980402	Canterbury
980403	Canterbury
980404	Canterbury
980405	Canterbury
980406	Canterbury
980407	Canterbury
980408	Canterbury
980409	Canterbury
980410	Canterbury
980411	Canterbury
980412	Canterbury
980413	Canterbury
980414	Canterbury
980415	Canterbury
980416	Canterbury
980417	Canterbury
980418	Canterbury
980419	Canterbury
980420	Canterbury
980421	Canterbury
980422	Canterbury
980423	Canterbury
980424	Canterbury
980425	Canterbury
980426	Canterbury
980427	Canterbury
980428	Canterbury
980429	Canterbury
980430	Canterbury
980431	Canterbury
980432	Canterbury

Annexure Schedule Contains 10 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 Joshua Michael Orton as Covenantor Representative on 05/07/2021 10:01 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 Joshua Michael Orton as Covenantee Representative on 05/07/2021 10:01 AM

*** End of Report ***

FORM 26**Covenant Instrument to note land covenant**

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

Covenantor**Garrison Developments Limited****Covenantee****Garrison Developments 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
Schedule, if required
Continue in additional Annexure

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Covenants		Lots 62-84 and 91-106 Deposited Plan 558331 (RTs 980394-980432)	Lots 62-84 and 91-106 Deposited Plan 558331 (RTs 980394-980432)

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].

The Annexure Schedule.

Restrictive Covenants – Verdeco Park– Stage 6

1. Purpose

1.1 The purpose of these Covenants is to protect the market and aesthetic value of the Benefiting Lots, the privacy, peace and security of the occupants of the Benefiting Lots and the quality of the environment touching and concerning the Benefiting Lots.

1.2 These Covenants will expire on the 1st day of December 2040.

1.3 Where there is at any time more than one owner of a Lot, these Covenants will be binding upon each and every owner jointly and severally.

2. Definitions and Interpretation

2.1 Interpretation

2.1.1 Words importing one gender include the other gender.

2.1.2 Words importing the singular or plural include the plural and singular respectively.

2.1.3 Headings are inserted for the sake of convenience and ease of reference only. They do not form part of the text, and will not affect the construction or interpretation of these Covenants.

2.2 Definitions

In these Covenants, unless the context otherwise requires:

“Benefiting Lots” means the Lots which receive the benefit of these Covenants being Lots 62-84, 91-106 of Stage 6, Verdeco Park;

“Building” comprises a Building as defined by the Building Act 2004 and includes a Dwelling;

“Covenants” means the Covenants contained within this document;

“Design Guidelines” means the Design Guidelines prepared by or on behalf of the Developer and subject to change from time to time;

“Developer” means Garrison Developments;

“Dwelling” means and includes a residential dwelling, or family residence;

“Garrison Developments” means Garrison Developments Limited (company number 6848714) and any successor party or entity nominated by it or by any

	encompassing party or entity nominated to deal with applications required for approvals by the Lot Owner under any of these Covenants;
"Landscape Feature"	means any visible structure or landscape design or enhancement feature or utility to be provided on any Lot;
"Lot"	means any Lot that is subject to these Covenants being Lots 62-84, 91-106, Stage 6, Verdeco Park;
"Lot Owner"	means the owner of any Lot;
"Property"	means a Lot together with any Dwelling and Buildings situated thereon, and;
	(a) unless the context otherwise requires, includes any part of such Dwelling which is subject to a party wall easement and all Buildings (if any) situated on such lot; and
	(b) in relation to any proprietor or occupier means the property owned or occupied by that proprietor or occupier (as the case may be);
"Shed"	means a simple roofed structure used for garden storage or as a workshop of a size and shape to be approved by the Developer;
"Show Home"	means a Dwelling built on any Lot by a builder or a building company in accordance with these Covenants which is furnished and decorated for the purpose of being available for public inspection;
"Territorial Authority"	means a territorial authority within the meaning of the Local Government Act 2002;
"Verdeco Park"	means the development of 1472 Springs Road, Lincoln known as Verdeco Park including but not limited to the existing and future recreational facilities, dwellings, open spaces, walkways, car parking, and all other associated infrastructure.

3. Building Covenants

3.1 Prior to construction of any Building, structure or improvements (and including but not limited to Sheds) the Lot Owner must first obtain the written approval of the Developer to the final Building plans and specifications (and where appropriate, in the same form as intended to be submitted to the Territorial Authority for a building consent) and the

intended use of the Property by the Lot Owner, and will include full details of all exterior colour schemes and finishes and details of fences, driveways and all landscaping.

- 3.2 Lot Owners covenant to comply with the Design Guidelines in place from time to time prepared by or on behalf of the Developer which are applicable to their Lot.
- 3.3 The consent of the Developer required under Clause 3.1 will not be unreasonably withheld unless the planned Building, structure or improvements are contrary to the terms of this Covenant or the Design Guidelines including Clause 1.1.
- 3.4 The Developer will be entitled to serve an injunction notice on the Lot Owner to cease all work if the Lot Owner commences any construction work without first having obtained the approval of the Developer in accordance with Clause 3.1.
- 3.5 The obligation to obtain the approval of the Developer pursuant to Clause 3.1 will expire five (5) years after the date of registration of the transfer of the Property by Garrison Developments to the Lot Owner but this will not release the Lot Owner from its obligations to comply with these Covenants.
- 3.6 The Lot Owner will not construct, erect, or place or permit to be constructed or placed on any Lot, any Dwelling, Building, Shed or other structure that exceeds one storey, and 5.5 metres in height.
- 3.7 Only one Dwelling may be erected on any Lot unless prior written approval from the Developer in accordance with Clause 3.1
- 3.8 The Lot Owner will not construct, erect or place or permit to be constructed, erected or placed on the Lot any Building other than those designed for residential use and associated garage(s).
- 3.9 Portable gas cylinders or bottles may be used on any Lot or in any Building for any permanent cooking, water heating or domestic heating purposes provided they are hidden from view from the road and neighbouring properties at all times.
- 3.10 All construction works including:
 - 3.10.1 the reconstruction of a vehicle crossing required to complete a Dwelling on any Lot; and
 - 3.10.2 any required painting or staining of exterior surfaces

will be completed within a period of eighteen (18) months from the date of commencement of construction work. Earthworks and landscaping works associated with such development, including lawns, drives, paths and fencing, are to be completed within three (3) months of Building completion.

- 3.11 During construction the Lot Owner will not allow a period of more than three (3) months to lapse without substantial work being carried out once such work has commenced.
- 3.12 No Building on any Lot may be occupied as a residence in any way until:
 - 3.12.1 the Code Compliance Certificate(s) has been issued by a building consent authority in accordance with the Building Act 2004;
 - 3.12.2 all Buildings on the Lot have been completed in accordance with all the terms of these Covenants;
 - 3.12.3 all exterior work, and decoration as approved by Garrison Developments, are completely installed;
 - 3.12.4 all driveways, paths, fences and other Landscape Features are completed in accordance with these Covenants; and
 - 3.12.5 all unpaved areas viewable from the street are properly grassed and/or landscaped according to the approved plans.
- 3.13 The Lot Owner (and its contractors) will reinstate, replace and be responsible for all costs arising from damage to the landscaping, roads, footpaths, kerbing, berms, concrete or other structures arising directly or indirectly from any access or use.
- 3.14 The Lot Owner will not reconstruct, alter, add to, renovate or refurbish any Building, structure or other improvement on the Property which results in such Building or structure no longer being of a standard commensurate with the exterior appearance and architectural standard of the properties in the Verdeco Park or being in breach of these Covenants or the Design Guidelines.
- 3.15 The Lot Owner, will not construct, erect or place, or permit to be constructed, erected or placed on the Lot any Dwelling which is to be used as a residence that has:
 - 3.15.1 a floor area of less than 170 square metres (including garage under one roof) on any Lot less than 650 square metres in area; or
 - 3.15.2 a floor area of less than 180 square metres (including garage under one roof) on any Lot less than 750 square metres in area; or
 - 3.15.3 a floor area of less than 200 square metres (including garage under one roof) on any Lot over 750 square metres in areaunless prior written approval of a smaller floor area has been obtained by the Lot Owner from the Developer in accordance with Clause 3.1 of the these Covenants and the Property will comply with these Covenants and the Design Guidelines in all other respects.

4. Bond

The Lot Owner will pay to the Developer a Bond as set out in the Design Guidelines.

5. Maintenance

The Lot Owner will not:

- 5.1 Allow any Building or structure on the Property to become run down or to fall into disrepair or to cause any damage or harm to any other neighbouring properties.
- 5.2 Allow any nuisance or unreasonable disturbance to be caused to any Lot Owner or occupier of neighbouring properties.
- 5.3 Move, damage or remove any survey pegs or markers on the Property and in the event of any breach of this restriction, the Lot Owner will, at their own cost, have such pegs or markers replaced by a registered surveyor.
- 5.4 Allow the Property to become littered, overgrown or unsightly to the intent that the Property is to be maintained in a neat and tidy condition, nor allow any noxious weeds (including gorse, blackberry or ragwort) to grow on the Property.
- 5.5 Except when construction works are in progress, allow any trade vehicle, trade equipment or materials, debris, rubbish or any vehicle of any unsightly nature to be brought onto or remain on the Property unless the same is adequately garaged or screened so as not to be visible to or to cause any offence to neighbouring properties and to preserve the amenity of the Verdeco Park development.

6. Activity/Use of Property:

- 6.1 The Lot Owner must not use the Property for any primary purpose other than for residential occupation. Ancillary purposes are governed by the planning provisions under any regulatory land use controls applicable from time to time.
- 6.2 No inflammable, explosive or noxious materials are to be stored or used on any Lot or in any Building. The Lot Owner must not allow any offensive activity to be conducted or permitted to exist upon any Lot, or in any Building, nor will anything be done or permitted to exist on any Lot, or in any Building that may be or may become an annoyance or private or public nuisance. An annoyance or private or public nuisance includes loud sounds or noises or offensive smells.
- 6.3 The Lot Owner must not store, or allow to be stored, any caravan, motor home, trailer, recreational vehicle, trade vehicle or other equipment or machinery in front of the Dwelling or within twenty (20) metres of the Property boundary or any road, unless the same is garaged or adequately screened so as to preserve the amenities and standard of the

Verdeco Park development. Short-term parking by its visitors and trade people of vehicles in daily use will not be in breach of this Clause.

- 6.4 The Lot Owner must not allow any livestock, animals or beehives to be brought onto or kept on the Property other than normal household domestic pets (and the term 'household domestic pets' does not include livestock such as pigs, goats, horses, roosters, pigeons, peacocks or any animal which may cause a nuisance to owners or occupiers of other properties in the Verdeco Park development) and in particular, the Lot Owner will not keep or allow be kept on the Property any dog which is generally recognised as being an aggressive breed and which may cause a risk to owners or occupiers of other properties in the Verdeco Park development (e.g. Pit-Bull Terrier, Japanese Tosa, Dogo Argentino, Rottweiler, Doberman Pincher and Brazilian fila). The Lot Owner must not keep more than six (6) chickens on the Property and they must be contained at all times.
- 6.5 The Lot Owner must not carry out nor permit to be carried out on the Property any activity which does not comply with the Selwyn District Council permitted activities in the relevant Zone.
- 6.6 The Lot Owner must not use or permit the use of the Property for institutional residential purposes or as a hostel, lodge, boarding house or brothel. For the purposes of this Clause "institutional residential purposes" includes but is not limited to the use of the Property for housing purposes by central or local government agencies or public or private health centre agencies, public or private care providers or public or private educational provider.
- 6.7 No Lot is to be sold, leased, transferred, assigned or otherwise disposed of to any Governmental agency or Territorial Authority for the purposes of public or institutional housing without the prior written approval of the Developer.
- 6.8 No Lot may be further subdivided nor will any further easements be agreed to, granted or registered on any Lot, including rights of way.

7. **Fencing**

All fencing on any Lot must comply with the Design Guidelines in place from time to time prepared by or on behalf of the Developer which are applicable to their Lot.

8. **General**

- 8.1 No Grantor will oppose, object to, frustrate, or take any action, or encourage or cause others to oppose, object to, frustrate or take action that might in any way prevent or hinder the Developer from progressing or completing the Verdeco Park development or the adjoining stages. Such Covenant extends to and includes (without limitation) development planning, zone changes, resource consents for land uses and subdivisions, Consent Authority or

Environment Court applications, Territorial Authority Building Consent matters, or any other necessary consent process involving the Developer.

8.2 Any difference or dispute between any parties regarding the interpretation of these Covenants or as conferred by such Covenants will be referred at the request of either party to the arbitration of a single arbitrator on the following terms:

- 8.2.1 The arbitrator is to be jointly agreed upon by the parties.
- 8.2.2 If the parties fail to agree upon an arbitrator within seven (7) days of notice from one party to the other, then the arbitrator shall be appointed by the President of the Canterbury-Westland branch of the New Zealand Law Society for the time being and such nomination will bind the parties.
- 8.2.3 The reference is a reference to a single arbitration under the Arbitration Act 1996.
- 8.2.4 The arbitrator's decision will be final and binding on both parties and may include an order for costs, an order for enforcement and interest on moneys payable.
- 8.2.5 The parties will not resort to litigation except for the purposes of enforcing this Clause.

8.3 The Developer will not be liable because of any action it takes or fails to take or for any default in any Building, structure or improvement erected on any of the properties in the Verdeco Park development or for any breach of these Covenants or otherwise and the Lot Owners will indemnify and keep indemnified the Developer and its legal successors (other than successors in title after registration of a transfer from the Developer to a subsequent owner) from any costs, claims, suits, demands or liabilities arising out of or under these Covenants including non-observance of these Covenants.

8.4 If any of the restrictions contained in these Restrictive Covenants are deemed to be unenforceable or void for any reason, then that particular provision will be deemed to be deleted from the terms of these Restrictive Covenants to the intent that the balance of the Covenants will remain unaffected and enforceable.

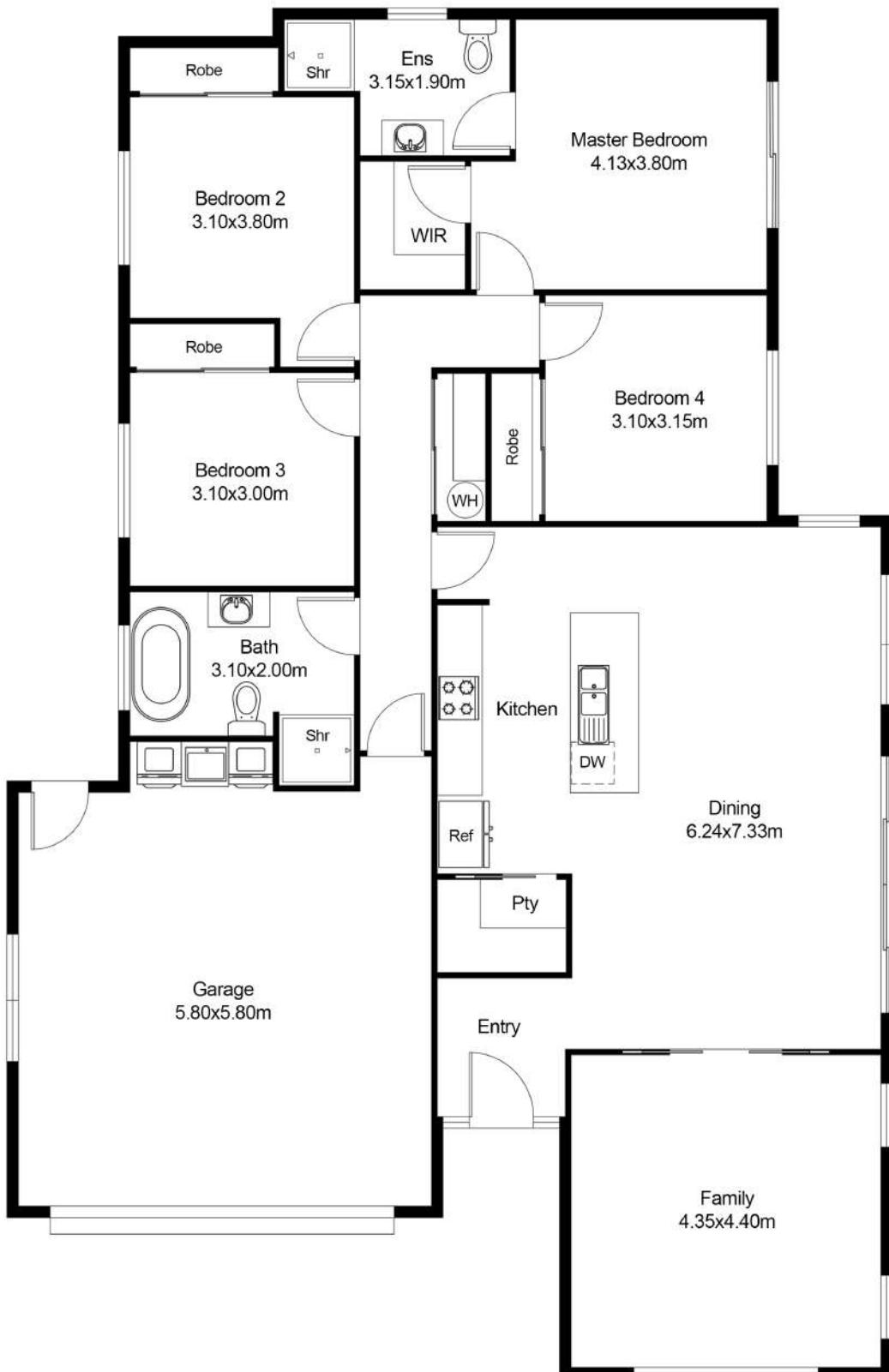
8.5 The Lot Owner acknowledges that different stages of the Verdeco Park development by the Developer may include Covenants which differ from these Covenants.

9. Creation of Land Covenant

9.1 The Lot Owner for itself and its successors in title covenant and agree with the Developer for the Benefiting Lots that the Lot Owner will at all times observe and perform all these Covenants to the intent that each of the Covenants will ensure for the benefit of and be

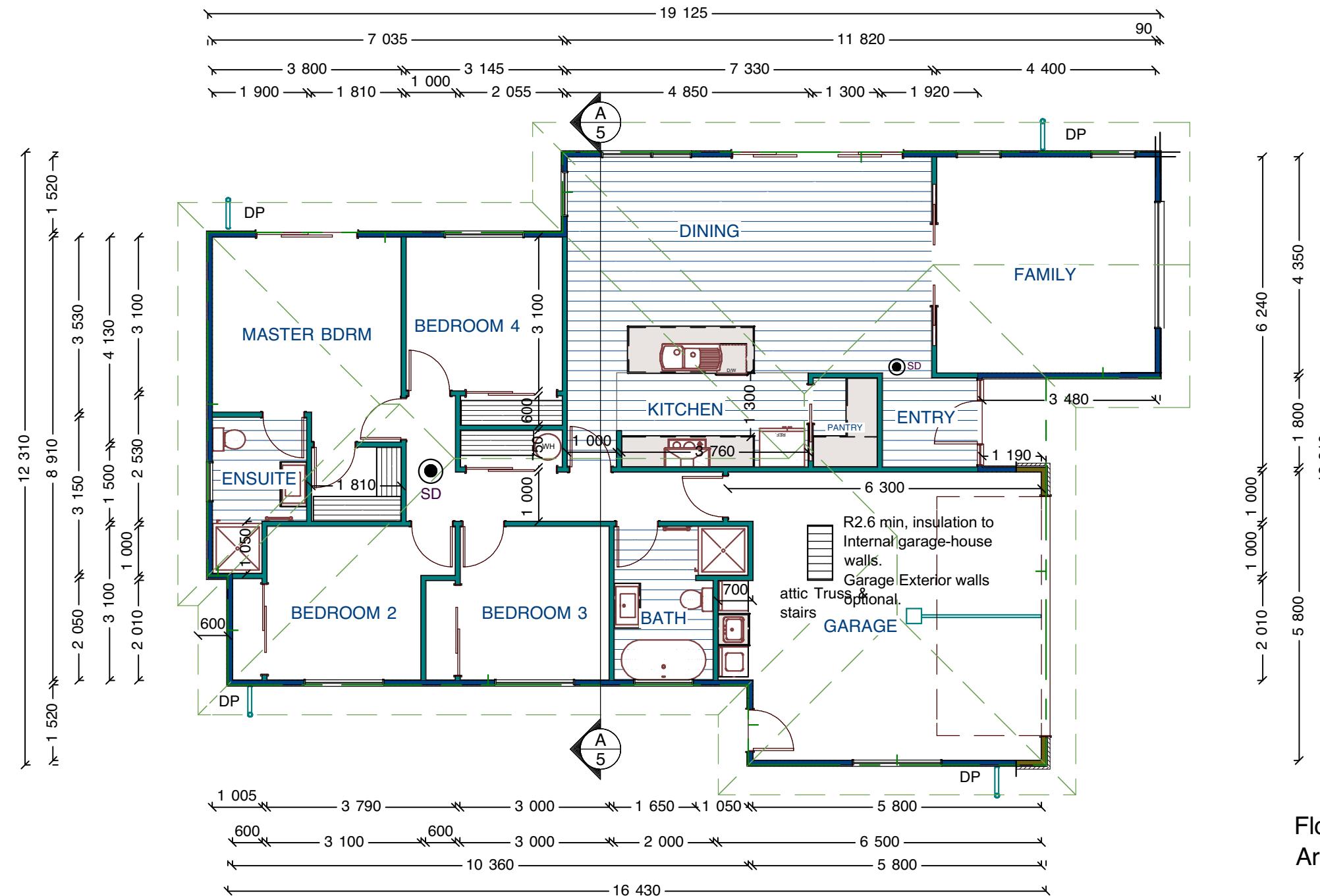
appurtenant to each and all of the Benefiting Lots and each and all of the Lot Owners provided that the Lot Owner will be liable only for breaches of these Covenants which occur whilst the Lot Owner is the registered proprietor of the Property or any part of the Property.

- 9.2 If there should be any breach or non-observance on the Lot Owner's part of any of these Covenants and without prejudice to any other liability which the Lot Owner may have to the Developer and any person or persons having the benefit of those Covenants, the Lot Owner will, upon written demand be made by the Developer or any of the Lot Owners:
 - 9.2.1 pay to the person making such demand as liquidated damages the sum of \$100.00 per day for any such breach or non-observance of these Covenants contained in this Instrument continues after the date upon which written demand has been made; or
 - 9.2.2 repaint any Dwelling, Building, structure or improvement repaired or completed in breach of these Covenants; or
 - 9.2.3 remove or cause to be removed from the Property any Dwelling, garage, Building, fence or other structure erected or placed on the Property in breach for non-observance of the above Covenants; or
 - 9.2.4 replace any building materials used in breach of these Covenants.



FLOOR PLAN

This floor plan including furniture, fixture measurements and dimensions are approximate and for illustrative purposes only.
BoxBrownie.com gives no guarantee, warranty or representation as to the accuracy and layout.
All enquiries must be directed to the agent, vendor or party representing this floor plan.



Form 7

Code compliance certificate

Section 95, Building Act 2004

The building

Street address of building: 4 Monte Crescent, Lincoln
Legal description of land where building is located: LOT 91 of S/D of Lot 6005 DP 536818
Building name: N/A
Location of building within site/block number: 4 Monte Crescent
Lincoln
Level/unit number: 0
Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling
Year first constructed: 2021

The owner

Name of owner: BT Builders
Contact person: Brad Tucker
Mailing address: 1 Reuben Avenue, Rolleston
Street address/registered office: N/A
Phone number: Landline: N/A Mobile: 0275438228
Daytime: Landline: N/A Mobile: 0275438228
After hours: Landline: N/A Mobile: 0275438228
Facsimile number: No information provided
Email address: brad@btbuilders.co.nz
Website: No information provided
First point of contact for communications with the council/building consent authority:

Building work

Building consent number: BC211058
Description: 4 bedroom domestic dwelling with 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.

Signature: Ian Buckle

Position: Building Surveyor Residential Inspection

On behalf of: Selwyn District Council

Date: 20 December 2021



Fruit tree such as
apple or apricot

Boundary planting
such including Lime
shrub, Lomanda,
Gaura, Hebe "Wiri Mist"
Daphne "Purple Princess"

Selected stone chip
with timber batten
edging

Evergreen shrubs such
as Camellia along boundary

Hedging to 1.8m height
such as Corokia, Griselinia,
Ligustrum rotundifolium,
Thuja "Smarage"

Timber batten edging with stones along
base of fence with small native grasses optional

Small specimen trees such
as *Prunus autumnalis "Southern
Gem*, growing to 4m mature
height underplanted with
Lomandra and Pittosporum
"Golf Ball".

Timber paling fence similar
to boundary fence around
electrical utility unit

Horizontal timber batten
fence 1.8m

Pedestrain gate with paver
to allow access to backyard
area

Low planting such *Phormium
"Emerald Gem"* along front of fence

Small trees
such as Michaelia

Lawn

Paving

Lawn

Low planting such *carex,
festuca* or *Liriope* varieties

Small shrubs such as
Pittosporum "Golf Ball"
planted with Lime tree
supplied by client

Lawn

House

Concrete pavers mortered
on to compacted basecourse
with selected stones.

Low planting such
carex, festuca or
Liriope varieties

Small tree
such as Michaelia
and Hebe "Wiri Mist"

Low maintenance
shrubs such as
Daphne "Perfume Princess"

Concrete pavers mortered
on to compacted basecourse
with selected stones.

Small trees
such as Michaelia

Note: All garden beds when adjacent
to lawn will have timber batten
edging

Selected stone chip

Suggested postion for gate to backyard area—
Selected stone chip

Small specimen trees such
as *Prunus autumnalis "Southern
Gem*, growing to 4m mature
height underplanted with
Lomandra and Pittosporum
"Golf Ball".

THIS DRAWING IS THE COPYRIGHT OF FOREVER GREEN LTD UNTIL
FINAL PAYMENTS IS RECEIVED IN FULL FROM CLIENT.

ALL DIMENSIONS / SPOT HEIGHTS AND SET OUTS TO BE
CONFIRMED ON SITE.

ALL ROUTES AND DIMENSIONS ON SITE SHALL BE VERIFIED BY
CONTRACTOR BEFORE COMMENCING ANY WORK OR ORDERING
MATERIALS.

DESIGN: W.D.
DRAWN: W.D

SCALE:
1:100 @ A3

DRAWING NO:
LS 001

DATE 13/12/2021
PAGE: 1 of 1



**FOREVER
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Landscape Plan
4 Monte Crescent, Verdeco



Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

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

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

We welcome any feedback you have on this publication.

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

Key things to know about sale and purchase agreements

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

What a sale and purchase agreement is

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

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

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

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

General obligations and conditions you have to comply with

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

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

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

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

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

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

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



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

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

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

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

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

Pre-settlement inspection

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

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

Payment of a commission

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

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

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

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

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

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

About settled.govt.nz



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

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

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

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

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

For more information

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



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

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

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

What we do

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

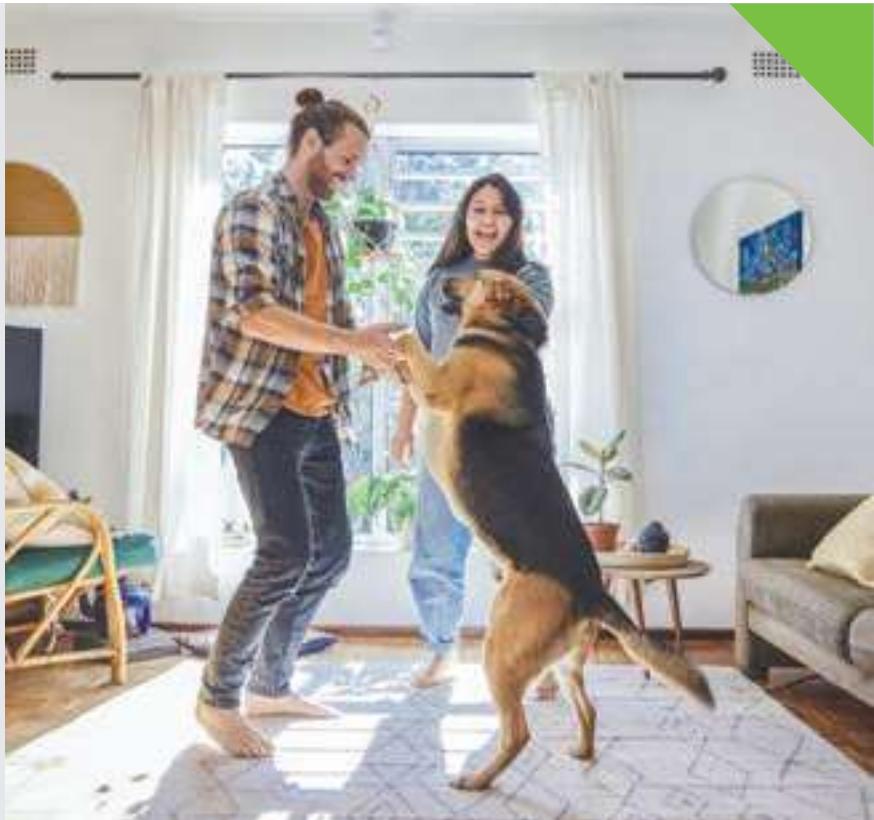
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

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

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

For more information

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



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.



INTRODUCING

TANYA MARILLIER

Having firmly established herself as a trusted local expert in Selwyn's real estate market, Tanya understands that buying or selling a home isn't just a transaction—it's a journey. With eight years of experience and over \$100 million in real estate sales, she brings passion, expertise, and meticulous attention to detail to every client and customer she works with.

Tanya's top priority is always her clients. She takes the time to listen, understand their needs, and tailor her approach to ensure the best possible outcome. "One-size-fits-all" Real Estate is not an ethos she believes in.

Her goal is to make the process smooth, stress-free, and even enjoyable. What truly sets Tanya apart is her commitment to delivering exceptional service beyond just the sale.

In a fast-paced and ever-changing property market, Tanya stays ahead by continuously refining her strategies and adapting to new challenges. She leverages cutting-edge tools, market insights, and innovative techniques to give her clients a competitive edge.

Before real estate, Tanya spent over 16 years excelling in corporate finance, administration, and office management. Her strong organizational skills, attention to detail, and client-focused mindset have been key to her continued success—just ask her happy clients.



SCAN TO REQUEST
A MARKET PRICE
UPDATE

This information has been supplied by the vendor or the vendor's agents. Accordingly McRae & Knowler is merely passing over the information as supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice. To the maximum extent permitted by law McRae & Knowler do not accept any responsibility to any person for the accuracy of the information herein.