

PURCHASERS ACKNOWLEDGEMENT

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

5B Madeley Road, Mount Pleasant, Christchurch (property address)

Purchaser Name: _____

Address: _____

Phone: _____ Email: _____

Solicitor name: _____ Firm: _____

THE PURCHASER, PRIOR TO SIGNING THIS DOCUMENT, ACKNOWLEDGES AND AGREES THAT THE PURCHASER HAS BEEN:

- ☐ Recommended to seek legal and technical or other advice and information and advice and given a reasonable opportunity to do so;
- ☐ Provided a copy of the approved Real Estate Authority guide relating to sale and purchase agreements;
- ☐ Made aware of the agent's in-house complaints and dispute resolution procedures and given a copy. Made aware that they may access the Real Estate Authority's complaints process without using the agent's in-house procedures and that any use of the in-house procedure does not preclude the making of a complaint to the Real Estate Authority;
- ☐ Advised of any EQC or private insurance claims (that the agent is aware of) relating to the property and their current status. If you are in any doubt about the status of any insurance claim you acknowledge that you have been recommended to seek technical advice from your insurance provider and/or solicitor;
- ☐ Advised that the licensee is not obligated or qualified to provide them with representation on the boundaries of the property. If you are in doubt or seek clarification on the actual boundaries, you acknowledge that you have been advised to engage a survey or seek further advice from your solicitor regarding the boundaries;
- ☐ Made aware of any known defects in the property and/or advised that the property maybe subject to hidden or underlying defects and/or advised the ability to make an offer to purchase the property conditional on obtaining a building report;
- ☐ Provided the property files by document download (including but not limited to Title / Council files)

RELATED PARTY TRANSACTION

We acknowledge that we were advised that section 134 and 136 of the Real Estate Agents Act 2008 do/do not apply (salesperson to delete)

Relationship Disclosure (if any): _____

KIWISAVER

- ☐ I/We will/will not be using KiwiSaver Funds for our deposit. KiwiSaver may require the deposit to be paid to the Vendor Solicitors Trust Account.

PERMISSION TO MARKET THE PROPERTY AFTER SALE

- ☐ The purchaser authorises the agent to market the property as sold for a reasonable period of time. This will include a photo of the property and the suburb.

OVERSEAS INVESTMENT ACT

- ☐ I/we understand that buying residential property may be subject to the Overseas Investment Act 2005. I/we must complete a Residential Land Statement before settlement. If OIA consent is required and not obtained. I/we may be in breach of the law, face fines up to \$300,000, and may lose our deposit or be liable to the vendor. **IF YOU ARE UNCERTAIN ABOUT YOUR ELIGIBILITY OR WHETHER THE PROPERTY IS SUBJECT TO THE OIA, YOU MUST MAKE YOUR OFFER SUBJECT TO OBTAINING OVERSEAS INVESTMENT OFFER CONSENT.**

Disclosures and representations made by the licensee that the purchaser is relying on (provided verbally, via information provided and/or marketing). The purchaser, prior to signing this document, confirms the salesperson has disclosed the following to them:

The Purchaser acknowledges that they have received and/or had access to the property files, which include but are not limited to the Record of Title, covenants, instruments, easements, and cross-lease documentation relating to the property. The Purchaser is advised to undertake their own due diligence as to the accuracy and completeness of this material.

The Purchaser acknowledges that the Vendor has provided a building report for the property. This report notes that the cladding is described as a direct-fix polystyrene type monolithic plaster cladding system. It is unknown whether a cavity system is present; however, the building report suggests that a cavity is unlikely. The Purchaser is strongly recommended to complete their own due diligence on the cladding type to satisfy themselves and obtain independent advice in relation to this cladding type.

The Purchaser further acknowledges that the floor area of the dwelling has not been independently verified by the Salesperson at the time of listing, as council records had not yet been received. Once received and reviewed, this information will be updated where appropriate. In the interim, publicly available websites reference floor areas of approximately 140m² and 144m², and the Purchaser is advised to rely on their own investigations to confirm the accuracy of the floor area.

The Purchaser acknowledges that the inflatable spa pool and lockable cover are included in the sale of the property; however, no Vendor warranties are provided in relation to the spa. The Purchaser further acknowledges that the spa does not meet current CCC fencing and/or other applicable spa pool safety and boundary requirements, noting the height is under 760mm. The Purchaser acknowledges that no Vendor warranties are provided in respect of the sauna or the sauna studio, notwithstanding that both were professionally installed.

The Purchaser further acknowledges that the advertised land area of 1178m² (approx) refers to the total site area of the cross-lease property, and that 5B Madeley Road is entitled to the area described as Flat 2, being a fee simple 1/2 share of 1178m² (approximately).

The Purchaser acknowledges that they should, together with their solicitor, independently confirm that the dwelling footprint and floor plan as existing on site accords with the flats plan contained in the cross-lease title and original deposited plan. The Purchaser is advised that the original deck/balcony layout may have been altered (including changes from curved to straight edges and repositioned steps) and must satisfy themselves as to any variance from the flats plan.

****If it is indicated that this property has insulation, it is the purchaser's responsibility to investigate if the insulation meets the R.T.A Regulations.***

ATTENTION: Do NOT sign the attached Sale and Purchase Agreement without reading and understanding this document. Do NOT sign the Sale and Purchase Agreement if you feel pressured.

Signed: _____ Signed: _____

Name: _____ Name: _____

Date: _____ Date: _____

Salesperson Signed: _____ Date: _____

Salesperson Signed: _____ Date: _____