

PROPERTY INFORMATION

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STATEMENT OF PASSING OVER

This information has been supplied by the vendor or third party. A+S (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

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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 **4944**

Land Registration District **Canterbury**

Date Issued 21 March 2002

Prior References

CB45C/992 CB76/201

Estate Fee Simple

Area 2261 square metres more or less

Legal Description Lot 2 Deposited Plan 79604 and Lot 1
Deposited Plan 301114

Registered Owners

Hendrikus Pieter Churton-van den Berg and Grace Emily Rollo

Interests

A387124.2 Easement Certificate specifying the following easements - 22.1.1999 at 12:51 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way, right to drain water and sewage and convey water, electric power and telephonic communications	Lot 2 Deposited Plan 79604 - herein	A DP 79604	Lot 1 Deposited Plan 79604 - CT CB45C/991	N/A
Rights to convey water, electric power and telephonic communications	Lot 1 Deposited Plan 79604	C DP 79604	Lot 2 Deposited Plan 79604 - herein	N/A

The easements specified in Easement Certificate A387124.2 will be subject to Section 243(a) Resource Management Act 1991 when created

Subject to Section 241(2) Resource Management Act 1991 (affects DP 301114)

10377976.3 Mortgage to (now) Kiwibank Limited - 15.4.2016 at 11:09 am

EASEMENT CERTIFICATE

.....Canterbury..... Land Registry Office

(IMPORTANT — Registration of this certificate does not of itself create any of the easements specified herein.)

☒ We, Alistair James Scoble and Ngari Elizabeth Wells Scoble

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Christchurch on the day of 19 under No. 79604 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
21B/639	Right of Way, Right to drain water and sewage, Right to convey water, electric power and telephonic communications	Lot 2 DP 79604	A	Lot 1 DP 79604
	Right to convey water, electric power and telephonic communications	Lot 1 DP 79604	C	Lot 2 DP 79604

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 11th day of

December

1998

Signed by the above-named Alistair James Scoble
and Ngari Elizabeth Wells Scoble
in the presence of

Witness: John Frazer OgilvieOccupation: JEWELLERAddress: KIRWEE

Correct for the purposes of the Land Transfer Act

[Signature]
Solicitor for the Registered Proprietor

1.0 Interpretation

1.1 In this document the following terms have the following meanings unless the context requires otherwise:

- (a) "Authorised Persons" includes agents, employees, contractors, tenants, customers and other invitees;
- (b) "Dominant Tenement" means in relation to an easement, the land described opposite the description of that easement in Schedule A under the heading "Dominant Tenement";
- (c) "Easement Works" in relation to an easement of:
 - (i) Right of way, means driveway or footpath;
 - (ii) Right to drain water, or right to drain sewage, means pumps and underground pipes suitable for that purpose;
 - (iii) Right to convey water, means underground pipes suitable for that purpose;
 - (iv) Right to convey electric power, or telephonic communications, means wires, cables (containing wires, fibres, or other materials), poles, and other equipment suitable for that purpose;
- (d) "Grantee" means in relation to an easement, the registered proprietor of the Dominant Tenement;
- (e) "Grantor" means in relation to an easement, the registered proprietor of the Servient Tenement;
- (f) "Servient Tenement" means in relation to an easement, the land described opposite the description of that easement in Schedule A under the heading "Servient Tenement";
- (g) "Stipulated Course" means in relation to an easement, that part of the Servient Tenement identified opposite that easement in Schedule A under the heading "Identification of Part Subject to Easement".

1.2 In this document unless the context requires otherwise:

- (a) The singular includes the plural and the plural includes the singular;
- (b) Where a clause is referred to in a schedule, it is a reference to a clause in that schedule unless stated otherwise;
- (c) Where two or more persons are obliged to perform an obligation, their liability is joint and several.



SCHEDULE B

Rights and Powers:

1.0 Right of Way

1.1 The easement of right of way is the unrestricted right for the Grantee and its Authorised Persons in common with the Grantor and its Authorised Persons to at any time pass and repass on foot and with vehicles over and along the Stipulated Course for the purpose of access to and from the Dominant Tenement together with the right:

- (a) To use any Easement Works already situated on the Stipulated Course for this purpose; and
- (b) Where no Easement Works suitable to the Grantee for this purpose exist, to construct any Easement Works reasonably required by the Grantee for this purpose.

2.0 Right to Convey Water

2.1 The easement of right to convey water is the unrestricted right for the Grantee and its Authorised Persons in common with the Grantor and its Authorised Persons to at any time convey water in any quantities along the Stipulated Course together with the right:

- (a) To use any Easement Works already situated on the Stipulated Course for this purpose; and
- (b) Where no Easement Works suitable to the Grantee for this purpose exist, to lay any Easement Works reasonably required by the Grantee for this purpose.

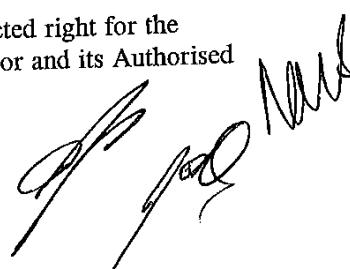
3.0 Right to Convey Telephonic Communications

3.1 The easement of right to convey telephonic communications is the unrestricted right for the Grantee and its Authorised Persons in common with the Grantor and its Authorised Persons to at any time convey telephonic and video communications in any quantities along the Stipulated Course together with the right:

- (a) To use any Easement Works already situated on the Stipulated Course for this purpose; and
- (b) Where no Easement Works suitable to the Grantee for this purpose exist, to lay or install any Easement Works reasonably required by the Grantee for this purpose.

4.0 Right to Convey Electric Power

4.1 The easement of right to convey electric power is the unrestricted right for the Grantee and its Authorised Persons in common with the Grantor and its Authorised



Persons to at any time convey electric power in any quantities along the Stipulated Course together with the right:

- (a) To use any Easement Works already situated on the Stipulated Course for this purpose; and
- (b) Where no Easement Works suitable to the Grantee for this purpose exist, to lay or install any Easement Works reasonably required by the Grantee for this purpose.

5.0 Right to Drain Water

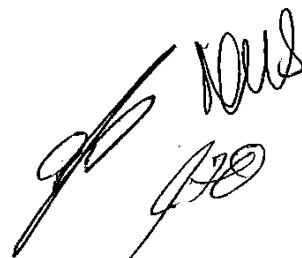
5.1 The easement of right to drain water is the unrestricted right for the Grantee and its Authorised Persons in common with the Grantor and its Authorised Persons to at any time drain water in any quantities along the Stipulated Course together with the right:

- (a) To use any Easement Works already situated on the Stipulated Course for this purpose; and
- (b) Where no Easement Works suitable to the Grantee for this purpose exist, to lay any Easement Works reasonably required by the Grantee for this purpose.

6.0 Right to Drain Sewage

6.1 The easement of right to drain sewage is the unrestricted right for the Grantee and its Authorised Persons in common with the Grantor and its Authorised Persons to at any time drain sewage in any quantities along the Stipulated Course together with the right:

- (a) To use any Easement Works already situated on the Stipulated Course for this purpose; and
- (b) Where no Easement Works suitable to the Grantee for this purpose exist, to lay any Easement Works reasonably required by the Grantee for this purpose.

A handwritten signature in black ink, appearing to read "J. P. D. 2008".

SCHEDULE C

Terms, conditions, covenants, or restrictions in respect of easements:

1.0 Easements to Run Forever

1.1 All of the easements run forever with the Dominant Tenement (and any part of it) and the Servient Tenement (and any part of it).

2.0 Maintenance

2.1 In respect of each easement the Grantee and Grantor must maintain and repair the Easement Works so as to keep them in good order and condition.

2.2 The cost of this maintenance and repair in respect of each easement will be borne by the Grantee and the Grantor in equal shares.

2.3 Despite clause 2.2, if in relation to an easement:

- (a) Any maintenance or repair becomes necessary because of the omission, neglect or default of any party or its Authorised Persons then that party must bear the whole cost of that maintenance or repair; and
- (b) A party and its Authorised Persons do not use the Easement Works, that party will not be obliged to maintain or repair those Easement Works or bear any costs of maintenance or repair of them unless the maintenance or repair is necessary because of the omission, neglect or default of that party or its Authorised Persons.

2.4 A party may for the purpose of performing its obligations or exercising its rights under this document:

- (a) Enter the Servient Tenement or Dominant Tenement with agents, employees, and contractors and with all necessary vehicles and equipment; and
- (b) Remain on the Servient Tenement or Dominant Tenement for a reasonable time for the purpose of performing its obligations or exercising its rights; and
- (c) Leave any vehicles or equipment on the Servient Tenement or Dominant Tenement for a reasonable time for the purpose of performing its obligations or exercising its rights; and
- (d) Excavate land.

2.5 The party exercising its rights under clause 2.4 must:

- (a) Cause as little damage and disturbance as possible to the Servient Tenement and Dominant Tenement and to the occupiers of them; and



- (b) Perform all work and cause all work to be performed in a proper and workmanlike manner; and
- (c) Perform all work and cause all work to be performed with reasonable speed; and
- (d) Immediately make good any damage done to the Servient Tenement and the Dominant Tenement.

3.0 Default

3.1 If any party (the "Defaulting Party") does not meet its obligations under this document then:

- (a) The other party may serve upon the Defaulting Party a written notice (a "Default Notice") requiring the Defaulting Party to meet its obligations and stating that, after the expiry of seven days from service of the Default Notice the other party may meet the obligations.
- (b) If at the expiry of that seven day period the Defaulting Party has not met its obligations the other party may:
 - (i) Meet the obligations; and
 - (ii) For that purpose enter the Servient Tenement or Dominant Tenement.
- (c) The Defaulting Party will be liable to pay to the other party the costs of the Default Notice and the costs incurred in meeting the obligations.
- (d) The other party may recover from the Defaulting Party as a liquidated debt any money payable under this clause 3.1.

4.0 Disputes

4.1 All disputes and differences arising in relation to this document must be referred to arbitration in accordance with the Arbitration Act 1996.

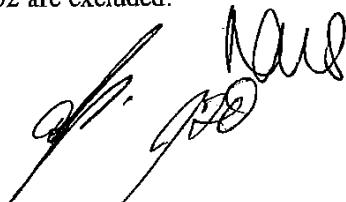
4.2 The arbitration may be commenced by a party giving to the other notice in writing stating the subject matter and details of the dispute or difference and that party's wish to have the matter referred to arbitration.

4.3 The arbitration will be by one arbitrator to be agreed upon by the parties and, failing agreement within 7 days, to be nominated by the then President of the Canterbury District Law Society.

4.4 The award in the arbitration shall be final and binding on the parties.

5.0 Miscellaneous

5.1 The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 are excluded.

A handwritten signature in black ink, appearing to read "Paul J. Jones". The signature is fluid and cursive, with "Paul" on the top line and "J. Jones" on the bottom line.

THE WITHIN EASMENTS WHEN
CREATED WILL BE SUBJECT TO
SECTION 243(a) RESOURCE
MANAGEMENT ACT 1991.

Particulars entered in the Register at the date and at the
time recorded below.

*District
Assistant* *Land Registrar*
of the District of

EASEMENT CERTIFICATE

(See 693)

12.51 22.JAN99 A 387124.2

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
EASEMENT CERTIFICATE
Land Registrar



HELMORE MACDONALD & STANLEY
SOLICITORS
CHRISTCHURCH

THE CAXTON PRESS, CHRISTCHURCH



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.

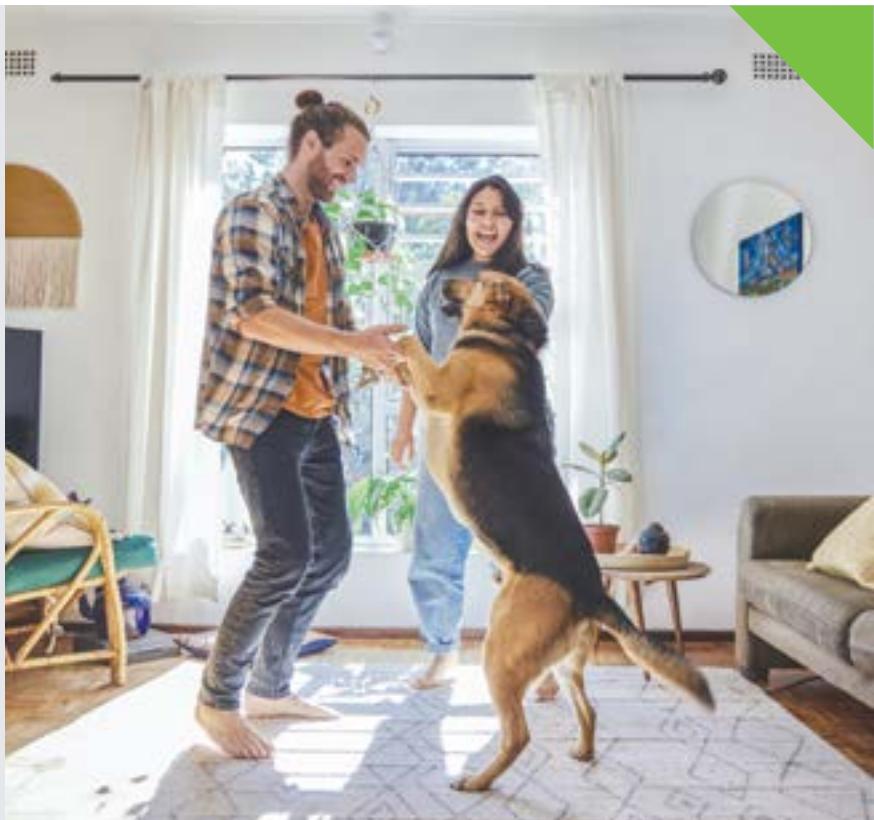
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- 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.

