

MCRAE & KNOWLER

PROPERTY BROCHURE

225 HOON HAY ROAD, HOON HAY



225 HOON HAY ROAD, HOON HAY

Deadline (unless sold prior), Thursday, 5 March, 2pm

FIRST TIME OFFERED. A SETTING YOU'LL NEVER REPLICATE.

 4  2  2  190 m²  393 m²

Tucked quietly down a private drive and backing onto the Heathcote River, this much-loved family home is being offered to the market for the very first time — and it's easy to see why it's been so tightly held.

Set across two levels and partially double glazed, the home is warm, welcoming, and beautifully positioned to enjoy riverside calm and leafy Centennial Park views, all while being zoned for the highly sought-after Cashmere High School.

Downstairs is designed for easy, everyday living, with generous open-plan living flowing seamlessly to a private courtyard and patio — ideal for entertaining or quiet mornings outdoors. The kitchen connects effortlessly to the living space, while the master suite enjoys the convenience of ground-floor living, complete with ensuite and his-and-hers vanity. A separate guest toilet with two-way access and internal-access double garaging with a dedicated laundry area complete the lower level.

Upstairs offers a further three spacious bedrooms, a family bathroom with spa bath, a separate toilet with basin, and excellent storage throughout — space that works just as well for families as it does for those who simply appreciate room to breathe.

Year-round comfort is assured with a log burner, heat transfer system to the master, and a heat pump keeping the home cosy in winter and cool in summer.

What truly sets this property apart is its position. Fronting the Heathcote River and overlooking Centennial Park, you're also moments from Pioneer Sports & Pool and close to the Adventure Park. Outlook, privacy, and lifestyle come together here in a way that simply can't be replicated.

A rare opportunity. A tightly held location. A home that feels just right.



SCAN TO DOWNLOAD
REPORTS AND SALE
PARTICULARS

TANYA MARILLIER

tanya@mkrealestate.co.nz

027 383 3844



LEGALS

Land area	393 sqm
Floor area	190 sqm
Tenure	Freehold
Rateable value	\$ 810,000
Land value	\$ 270,000
Improvements value	\$ 540,000
Rates	\$ 4,895.25
Council zone	Residential Zone A
Technical category	TC2

ENERGY

Heating	Log Burner & Heat Pump
Insulation	Walls, Roof and Ceiling insulation between the Ground floor and First floor
Windows	Aluminum with partial Double Glazing
Water heating	Electric
Ventilation	Extractor Fans

CONSTRUCTION

Year built	2000
Exterior	Brick
Roof	Coloursteel
EQ repairs	No Claims

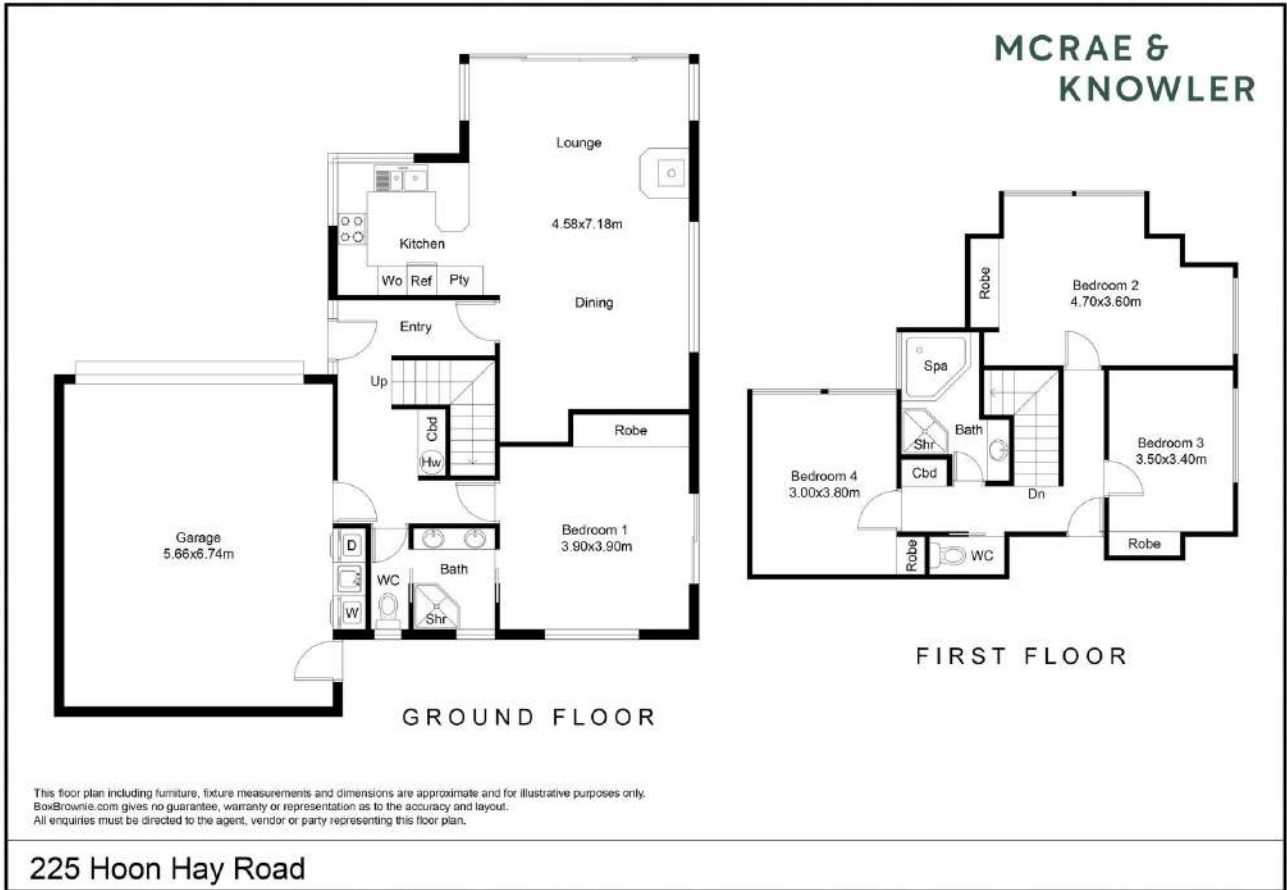
EDUCATION

Primary	Our Lady of the Assumption School, Hoon Hay Te Kura Kōaka,
Secondary	Cashmere High School, Hillmorton High School

CHATTELS

Auto Garage Door Opener & 2 x Remotes, Window Treatments, Central Vacuum, Clothesline, Bosch Dishwasher, Electric Oven, Smeg 5 Burner Gas Hob, 2 x Extractor Fans, Garden Shed, Wood Shed, 3 x Heated towel rails, Heat pump & 1 x Remote, Heat Transfer to Master, Light fittings, Range hood, Security System (unmonitored), Smoke Detector, Waste Disposal, Flood Lights, 2 x Bathroom Heaters, Irrigation

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 **CB44C/944**

Land Registration District **Canterbury**

Date Issued 22 April 1998

Prior References

CB36D/961

Estate Fee Simple
Area 393 square metres more or less
Legal Description Lot 1 Deposited Plan 77784

Registered Owners

Russell James Simson as to a 1/2 share
Jillian Ann West as to a 1/2 share

Interests

407629 Transfer creating the following easements - 3.11.1954 at 12.12 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Lot 2 Deposited Plan 16284 - CT CB623/34	Yellow DP 16284	Lot 1 Deposited Plan 77784 - herein	
Right of way	Lot 2 Deposited Plan 16284 - CT CB40A/1277	Yellow DP 16284	Lot 1 Deposited Plan 77784 - herein	
Right of way	Lot 1 Deposited Plan 77784 - herein	A DP 77784	Lot 2 Deposited Plan 16284 - CT CB623/34	
Right of way	Lot 1 Deposited Plan 77784 - herein	A DP 77784	Lot 2 Deposited Plan 16284 - CT CB40A/1277	

A38235.4 Easement Certificate specifying the following easements - 19.2.1993 at 11.52 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way and rights to convey water, electric power and telephonic communications	Lot 1 Deposited Plan 77784 - herein	A DP 77784	Lot 2 Deposited Plan 61339 - CT CB36D/960	
Right to drain sewage and water	Lot 1 Deposited Plan 77784 - herein	F DP 77784	Lot 2 Deposited Plan 61339 - CT CB36D/960	

Subject to Section 243 (a) Resource Management Act 1991

A38235.10 Transfer creating the following easements - 19.2.1993 at 11.52 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
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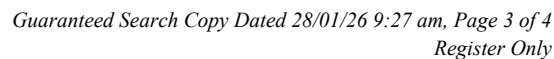
Convey electric power	Lot 2 Deposited Plan 16284 - CT CB623/34	A DP 61339	Lot 1 Deposited Plan 77784 - herein
Convey electric power	Lot 2 Deposited Plan 16284 - CT CB40A/1277	A DP 61339	Lot 1 Deposited Plan 77784 - herein

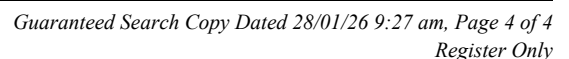
Subject to Section 243 (a) Resource Management Act 1991

A348295.3 Easement Certificate specifying the following easements - 22.4.1998 at 10.25 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way, right to convey water, electric power and telephonic communications	Lot 1 Deposited Plan 77784 - herein	A DP 77784	Lot 2 Deposited Plan 77784 - CT CB44C/945	
Right of way, right to convey water, electric power and telephonic communications	Lot 1 Deposited Plan 77784 - herein	C DP 77784	Lot 2 Deposited Plan 77784 - CT CB44C/945	
Right of way, right to convey water, electric power and telephonic communications	Lot 2 Deposited Plan 77784	B DP 77784	Lot 1 Deposited Plan 77784 - herein	
Right of way, right to convey water, electric power and telephonic communications	Lot 2 Deposited Plan 77784	D DP 77784	Lot 1 Deposited Plan 77784 - herein	

The above easements will be subject to Section 243 (a) Resource Management Act 1991 when created





5

EASEMENT CERTIFICATE

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

A 38235.4 EC

XX WE, RUSSELL JAMES SIMSON formerly Plumber now Building Inspector and JENNIFER JEAN SIMSON Secretary both of Christchurch as to a 3/4 share and ALEXANDER JAMES STEVENS Airline Pilot and SUSAN PATRICIA STEVENS Special Needs Teacher Aide both of Christchurch as to a 1/4 share

being the registered proprietors of the land described in the Schedule hereto hereby certify that the easements 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 199 under No. 61339

are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 61339

N.B. On no account should this margin be used

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
ROW and Rights to convey water, electric power and telephonic communications	2	B: E	Lot 3	contained within 1582/84
	3	C	Lot 2	Register 624/48 & 556/86
Right to Drain Sewage and Water	3	D	Lot 2	Register 624/38

N.B. On no account should this margin be used

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

~~1. Rights and powers~~

N.B. On no account should this margin be used

N.B. On no account should this margin be used

1. Rights and powers: Attaching to Easements of Right to Convey Electric Power and Telephonic Communications addition to the rights and powers set out in the 7th Schedule of the Land Transfer Act 1952:-

The full, free, uninterrupted and restricted right, liberty and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement conceived:-

- (a) To use any line of wires or cables already laid on the stipulated course or any line of wires or cables in replacement or in substitution for all or any of those wires or cables.
- (b) Where no such line of wires or cables exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of wires or cables of a sufficient diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such line has been so defined.
- (c) In order to construct or maintain the efficiency of any such line of wires or cables, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created (or, where only the position of the line of wires or cables is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the line of wires or cables or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the conditions that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

aggs
H.B.
ggs
Ruo

2. TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE
WITHIN EASEMENTS:

- (a) The costs of formation installation maintenance and repair of the rights of way sewage pipes power poles and wires shall be borne by the registered proprietors of the Lots whose proprietors are entitled to the benefit of the same in proportion to the number of such lots and so that no registered proprietor shall bear the cost of any such formation installation maintenance and repair in respect of any part which is used by him until he shall commence such use.
- (b) If any such repair or maintenance becomes necessary through the omission neglect or default of any one or more registered proprietors then that registered proprietor or if more than one then those registered proprietors shall bear the whole of the cost of such repair or maintenance.
- (c) If any dispute shall arise between any of the registered proprietors as to the cost or type of formation or maintenance of the said rights of way sewage pipes water pipes power poles pipes and wires or otherwise arising out of or touching or concerning these presents then such dispute shall be referred to arbitration under the provisions of the Arbitration Act 1908 and its amendments.

Handwritten signatures and initials:
J.S.
R.S.
J.S.
R.S.

~~2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:~~

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this

16th

day of

February

1993

Signed by the above-named RUSSELL JAMES

SIMSON, JENNIFER JEAN SIMSON,

ALEXANDER JOHN STEVENS and

SUSAN PATRICIA STEVENS

in the presence of

R. J. Simson
A. J. Stevens
S. P. Stevens

Witness

[Signature]

Occupation

Solicitor

Address

Christchurch

EASEMENT CERTIFICATE

IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

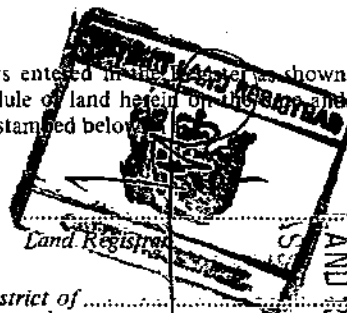
Correct for purposes of the Land Transfer Act

(Solicitor for) the registered proprietor

N.B. On no account should this margin be used

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District Land Registrar
Assistant
of the District of



PARTICULARS ENTERED IN REGISTER
AND REGISTRY CANTERBURY
AND DISTRICT

N.B. On no account should this margin be used 11.52 19.FEB93 A 038235

ALL EASEMENTS WHEN CREATED WILL BE SUBJECT TO SECTION
10 RESOURCE MANAGEMENT ACT 1991

ARTHUR SANDSTON
SOLICITOR
CHRISTCHURCH



A348295.3 EC

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

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

I/~~we~~ **RUSSELL JAMES SIMON**

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements 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 **Canterbury** on the day of 1998 under No. 77784 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way, Right to:	1	A, C	2	44C/944
Convey Water, Convey Electric Power and Convey Telephonic Communications	2	B, D	1	44C/945

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

The following rights and powers shall apply in addition to those set out in the Ninth Schedule to the Property Law Act 1952 and to the Seventy Schedule of the Land Transfer Act 1952.

For the purpose of the Right to Convey Electric Power and Telephonic Communications the following rights shall apply - full free and perpetual right for the grantees to convey electric current and maintain telephone communications over those parts of the grantors' land; for those purposes to lay wires poles underground and other accessories necessary or desirable; with or without servants and workmen and all necessary tools plants and equipment, to enter such parts of the grantors' land for the purpose of installing laying maintaining or repairing the said wires, poles, cables and accessories; provided that as little damage as possible is caused to the land of the grantors and the surface of the same is restored as near as possible to its former state or condition, and provided that the installing laying maintaining or repairing of such wires poles cables and accessories shall be carried out in such a way that as little inconvenience as possible is caused to the flow of traffic and the condition of the other surfaces along those parts of the grantors' land.

AND IT IS HEREBY AGREED AND DECLARED that the cost of forming and maintaining the rights of way, water pipes, sewage pipes, telephone and electric power connections shall be borne by the registered proprietors for the time being of the lots affected in the same proportion in which the owners or occupiers of the respective lots shall use the said rights of way, water pipes, sewage pipes, telephone and electric power connections.

IT IS FURTHER HEREBY AGREED AND DECLARED that for the purpose of this certificate herein the term "the grantor/s" shall mean the registered proprietors for the time being of the servient tenements described in the schedule hereto.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

If the maintenance, renewal, inspection or repair of the said right of way, water pipes, sewage pipes or electric power connection shall be due to the neglect or default of any one of the registered proprietors for the time being of the lots affected, the costs of such maintenance renewal or repair shall be borne solely by that registered proprietor, and if there shall be more than one registered proprietor for the time being so responsible the costs shall be borne by them in proportion to their liability.

In the event of any dispute of difference arising between the registered proprietors for the time being of the lots affected as to the easement hereby intended to be created or as to any of the covenants herein contained the same shall be referred to arbitration under the provisions of the Arbitration Act 1908 and its amendments.

Dated this 17th day of April 19 98

Signed by the above-named

RUSSELL JAMES SIMSON

in the presence of

Witness J. L. Ward

Occupation Legal Executive

Address Christchurch

EASEMENT CERTIFICATE

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

*Correct for the purposes of the
Land Transfer Act*

J Clark

Solicitor for the registered proprietor

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

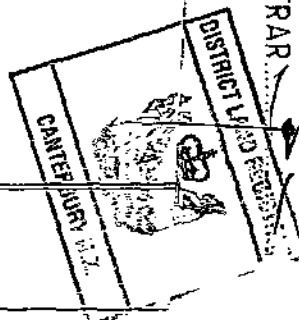
JEFFREY IAN CLARK
SOLICITOR
CHRISTCHURCH

REGISTER

See Copy

10.25 22.APR98 A 348295.3

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
ASST LAND REGISTRAR



FINAL CODE COMPLIANCE CERTIFICATE

Issued by
BUILDING CONTROL INSPECTION SERVICES
CHRISTCHURCH CITY COUNCIL

BUILDING CONSENT No.
95009414

Project Location

Street Address: 225 HOON HAY ROAD, HOON HAY, CHRISTCHURCH 800
Legal description: LOT 1 DP 77784

Project Particulars

THIS CERTIFICATION IS FOR:

New Construction

THE INTENDED USE(S) FOR THIS BUILDING WORK IS FOR:

Dwelling

WORK DETAILS:

DWELLING WITH ATTACHED GARAGE & MASPORT PANORAMA SFH
DRY F/S

The intended life of this building work is Indefinite, but not less than 50 years.



This certificate is issued under Section 43 clause (3) of the Building Act 1991 and is a Final Code Compliance issued in respect of all work under the above Building Consent.

Signed for and on behalf of the Christchurch City Council:

Date of Issue:

31/10/2001

Name:

Position:

Building Inspection Co-ordinator



CHRISTCHURCH
CITY COUNCIL · ENVIRONMENT

CHRISTCHURCH CITY COUNCIL – DRAINAGE PICK UP

ADDRESS: 225 HORN HAY RD
LEGAL DESCRIPTION: Lot 3 D.P. 61339
PROJECT No: 95009414
DATE: 12-8-96

OWNER: Russell Simonson
DRAINLAYER: Russell Simonson
PLUMBER: Russell Simonson
FIELD OFFICER: Alan Hussey

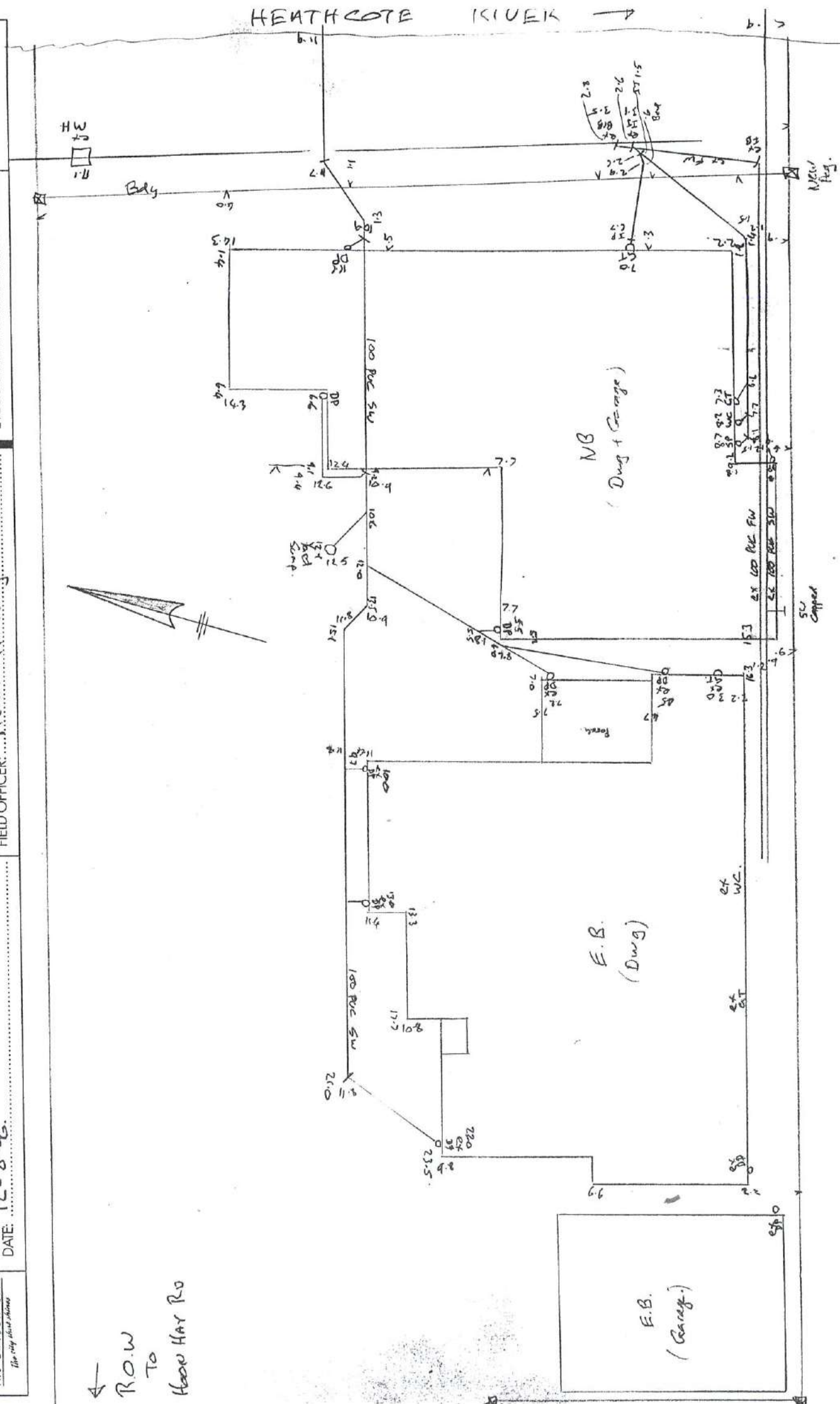
RECEIVED:
BLOCK PLAN:
PLOTTED:
EYE BOOK:

CONNECTION
NUMBER



CHRISTCHURCH
THE GARDEN CITY
The city that shines

↓ R.O.W To Hany Hay Ro



CERTIFICATE OF COMPLIANCE FOR DOMESTIC ELECTRICAL WORK

No. D **630672**

for prescribed electrical work that is carried out on electrical installations
and that involves the placing or positioning or the replacing or repositioning
of conductors (including fittings attached to those conductors).

No. of attachments.

Customer Information

 Please print clearlyName of Customer **Russell Simson.**Telephone **338 3072**Fax **338 3072**Address of Installation **225 Hoon Hay Rd.**Postal Address of Customer (if not as above)

Work Details

☐ No. of lighting outlets☐ No. of ranges

Please tick (✓) as appropriate where work includes:

☐ No. of socket outlets☐ No. of water heaters☒ Mains☒ Main earthWas any installation work carried out
by a homeowner?☐ Yes ☒ No☒ Switchboard☐ Electric lines

Use sketch if necessary

Description **Mains to new House.****3φ 16mm****night & Day 6****peak Load Control and night
rate control.****Fed from Hook Box****in driveway****ELECTRICAL WORKERS
REGISTRATION BOARD***the power's with you*

Certification of Work

I certify that the above electrical work has been carried out in accordance with the requirements of the Electricity Act 1992 and Electricity Regulations 1997.

Electrical Worker Details

Name **Geoff Carr.**Registration No. **FE4111**Company **Fitzwilliam Electrical.**Signature **Geoff Carr.**Date **12/6/99.**

Certification of Electric Lines

(to be completed where "Description of Work" includes "Electric Lines")

Name Registration No. Company Signature Date

Inspection Details

Electrical work requiring inspection by a registered electrical inspector



New mains



Switchboard



Earthing system

Installation work
in hazardous areas

I certify that the inspection has been carried out in accordance with the requirements of the Electricity Regulations 1997.

Name **E. A. WILLIAMS**Registration No. **I840**Signature **E. A. Williams**Date **22-6-99**

TO BE RETAINED BY THE PERSON RESPONSIBLE FOR THE WORK
CUSTOMER COPY - THIS IS AN IMPORTANT DOCUMENT AND SHOULD BE RETAINED

P.O. BOX 11 422
WELLINGTON
TELEPHONE (04) 384 2751
FAX No. (04) 384 7468

Check

SIMSON
(SURNAME OR BUSINESS NAME)

GAS TYPE NAT, L.P.G., T.L.P., BIO

Southpower / Portagas

[illegible]

(TICK) ATTACH PIPEWORK DIAGRAM & DETAILS if appropriate

VENTILATION TEST

✓

INSTALLATION

k.P.a. 2.75

Date: 7/3/20 (This document serves as an Energy

ADDRESS: _____
(if other than certifying gasfitter)



Warren R. Lewis
Stephen W. Barrow
Leslie J. Cotter

BE (Hons) MIPENZ Reg Eng. ANZIM
BE (Hons) MIPENZ Reg Eng.
BE MIPENZ Reg Eng.

LEWIS & BARROW LTD

183 Hereford Street
P.O. Box 13-282
Christchurch
New Zealand
Telephone (03) 366-4320
Fax (03) 365-7069

12 January 1998

1090A

Consulting civil and structural engineers

PRODUCER STATEMENT - PS1 - DESIGN

Issued By: Warren Richard Lewis
To: Christchurch City Council
In Respect Of: House
At: 225 Hoon Hay Road



Lewis & Barrow Ltd has been engaged by **Russell Simson** to provide the structural design of dining room steel beam and steel window lintel in respect of the requirements of Clause B1 of the Building Regulations 1992 for those parts as specified above of the building work. The design has been prepared in accordance with **VM1** of the approved documents issued by the Building Industry Authority and the work is described on **Lewis & Barrow Ltd** drawings titled **Simson House Steel Beams - Dining Area** numbered **1090A/1 and 2** and dated **12/01/98** according to which the building is proposed to be constructed.

As an independent design professional currently a member of the Association of Consulting Engineers of N.Z., I believe on reasonable grounds that subject to:

- (i) the site verification of the following design assumptions - ground supporting foundations has a safe bearing capacity of at least 100kPa,
- (ii) all proprietary products meeting the performance specification requirements,
- and (iii) all work not otherwise specified above complying with N.Z.S.3604:1990,

the drawings according to which those parts as specified above of the building are proposed to be constructed, comply with the relevant provisions of the building code.

.....
BE (Hons) Reg. Eng.
Director - Lewis & Barrow Ltd

ERB Reg No 5074
Member ACENZ IPENZ

Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.)

For the property (address)

Property to be purchased in the name/s of

1. I confirm I have gained access to all areas of the property needed and have viewed all information necessary to make an informed buying decision.
2. I confirm I have had the opportunity and encouragement to seek legal advice.
3. Boundaries; I understand that the salesperson cannot, and so has not, defined these for me/us. A professional surveyor can provide accurate boundary information.
4. I understand that if I am intending to use the property in alignment with District Zoning for a specific purpose, I have needed to do my own due diligence about the ramifications of the specific zoning for this property?
5. I confirm I understand that Legislation/ tax changes to rental properties tax may apply and for some properties (e.g., lifestyle, rural) GST and GST registration may be relevant, you are recommended to seek professional advice regarding tax on rental properties.
6. Finance: The S & P Agreement may require evidence of non-availability. I understand that should finance not be approved, I must provide evidence of this in accordance with the General Terms of Sale?
7. I understand that should I/we obtain a building inspection report and subsequently choose not to confirm on the basis of that report, I/we must provide that report to the Vendor at their request, in accordance with the General Terms of Sale.
8. Unconditional Offers: I understand that there are risks when I/we have no special conditions. (If that is the case) In making an 'unconditional' offer I/we are accepting the property's Title without chance of further review and understand that the deposit must be paid immediately.
9. **If this is a Unit Title**, I confirm I/we have received a Pre-Contract Disclosure prior to making this offer.
10. I confirm I understand that Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest around that sale.
11. I confirm I/we are entering into this transaction voluntarily and without duress.

Initial/s

Complaints Policy (all real estate agents are required to have a formal complaints policy)

The agency 'ownly' would prefer any complaint to be in writing (but it can be advised otherwise) and delivered promptly to the Supervising Agent: Keith Ward Email: Supervision@ownly.nz Cell: 027 288 8813. As soon as we know about it, we will attend to it fairly and promptly. Customers don't need to advise the agency 'ownly' of a complaint, they have the right to make their complaint direct to the Real Estate Authority (REA), a government body charged with overseeing and regulating the real estate industry. The REA can be contacted on; 0800 367 7322 or email info@rea.govt.nz

All named Purchaser's are required to confirm that all acknowledgments and questions are read and understood and they have read and understood this entire 8 page Property Information Pack and Disclosures.

<input type="text"/>	<input type="text"/>
Purchaser 1 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 1	Date
<input type="text"/>	<input type="text"/>
Purchaser 2 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 2	Date
<input type="text"/>	<input type="text"/>
Purchaser 3 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 3	Date
<input type="text"/>	<input type="text"/>
Purchaser 3 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 3	Date

General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

Bright-Line Test

The bright-line test in New Zealand determines whether the profit from selling residential property is subject to income tax, based on the duration of ownership. As of 1 July 2024, significant changes have been implemented:

Current Rules (Effective 1 July 2024):

Bright-line Period: If you sell a residential property on or after 1 July 2024, the bright-line test applies if the property is sold within 2 years of acquisition.

Exemptions:

Main Home: The bright-line test does not apply if the property sold is your main home.

Business Premises and Farmland: Sales of properties used predominantly as business premises or farmland are also exempt.

Start and End Dates:

Start Date: For a standard property purchase, the bright-line period begins on the date the property's title is transferred to you, typically the settlement date.

End Date: The period ends when you enter into a binding sale and purchase agreement to sell the property.

Further information: ird.govt.nz

Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
 - has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
 - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
 - is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

These checks can take days, and sometimes weeks if a trust or company is involved: we strongly recommend that you arrange to get things underway as soon as possible.

Further information: dia.govt.nz **Other useful sites** settled.govt.nz

Disclaimer: All information herein is true and accurate to the best of ownly's knowledge. Information herein should not be a substitute for legal advice. No liability is assumed by ownly, or its licensees, for losses suffered by any person relying directly or indirectly on information published herein. ownly recommend you seek expert and legal advice.

Property Disclosures

Additional Notes: (if required)

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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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.

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