

# MCRAE & KNOWLER

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**PROPERTY BROCHURE**

110 ED HILLARY DRIVE, ROLLESTON



# 110 ED HILLARY DRIVE, ROLLESTON

Deadline Sale, Closing Thursday 26th March at 2pm (unless sold prior)

## BIG ON SPACE. BIG ON FEATURES. BUILT TO IMPRESS.

 4  2  3  248 m<sup>2</sup>  621 m<sup>2</sup>

Designed and built by Bell Developments, this substantial 248sqm home on a 621sqm section delivers size, quality, and serious livability - with nothing left on the wish list. From the moment you step inside, the sense of space is undeniable - this home is built for families who want room to move and room to grow.

The kitchen is a true centrepiece, featuring stone bench tops, a striking feature splashback wall, and a large walk-in pantry - all flowing effortlessly into the open-plan living and dining area. Seamless connection to the outdoor entertaining spaces, including a decked area, makes hosting easy and everyday living even easier. A separate lounge provides flexibility for movie nights, quiet time, or kids' zones.

The master suite is next-level - oversized, private, and complete with deck access, a walk-in robe with custom cabinetry, and a fully tiled ensuite with underfloor heating. It's a proper retreat, not an afterthought. Three further large bedrooms are serviced by a family bathroom with a standalone bath and separate toilet, while practical extras like a large linen cupboard and a separate laundry with excellent storage keep life organised.

The triple-car garage is fully insulated and includes attic storage, and outside there's ample space for kids to play, plus a garden shed for the extras. Comfort and peace of mind are covered with zone-controlled ducted heating throughout and security cameras around the property.



SCAN TO DOWNLOAD  
REPORTS AND SALE  
PARTICULARS



## LEGALS

Land area	621 sqm
Floor area	248 sqm
Tenure	Freehold
Rateable value	\$ 950,000
Land value	\$ 350,000
Improvements value	\$ 600,000
Rates	\$ 5,285.85
Council zone	Residential Zone A
Technical category	Unmapped

## ENERGY

Heating	Ducted Heating
Insulation	Walls, Ceiling, Under Slab Insulation & Garage
Windows	Aluminium, Double Glazed
Water heating	Electric
Ventilation	Extractor Fans

## CONSTRUCTION

Year built	2024
Exterior	Rockcote & Cedar
Roof	Colorsteel
EQ repairs	Post Quake Build

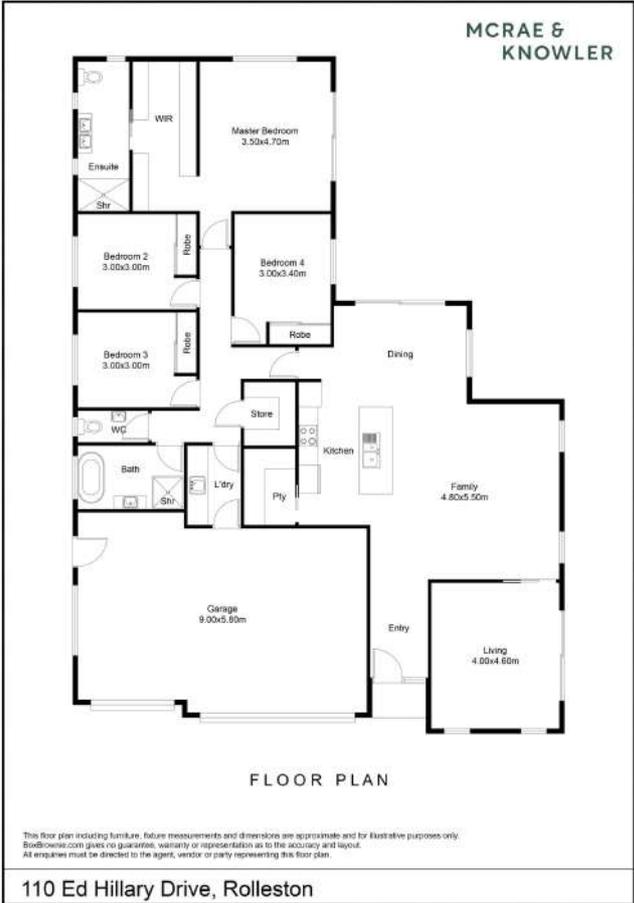
## EDUCATION

Primary	Te Rōhutu Whio, Rolleston Christian College
Secondary	Rolleston College

## CHATTELS

2 x Auto Garage Door Openers with 2 x Remotes, Automated Irrigation, Blinds & Drapes, Bluetooth Speakers (in-ceiling), Camera System with 4 x Outdoor Cameras, Clothesline, Electric Oven, Induction Cooktop, Extractor Fans, Fixed Floor Coverings, Garden Shed, 2 x Heated Towel Rails, Light Fittings, Range hood, 3 x Smoke Detectors, Zone Controlled Ducted Heating, Underfloor Heating in Ensuite

# 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** 1154252  
**Land Registration District** Canterbury  
**Date Issued** 16 January 2024

**Prior References**  
1024686

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**Estate** Fee Simple  
**Area** 621 square metres more or less  
**Legal Description** Lot 68 Deposited Plan 596433

**Registered Owners**  
Samuel Edward Rose and Brittany Lee Gordon

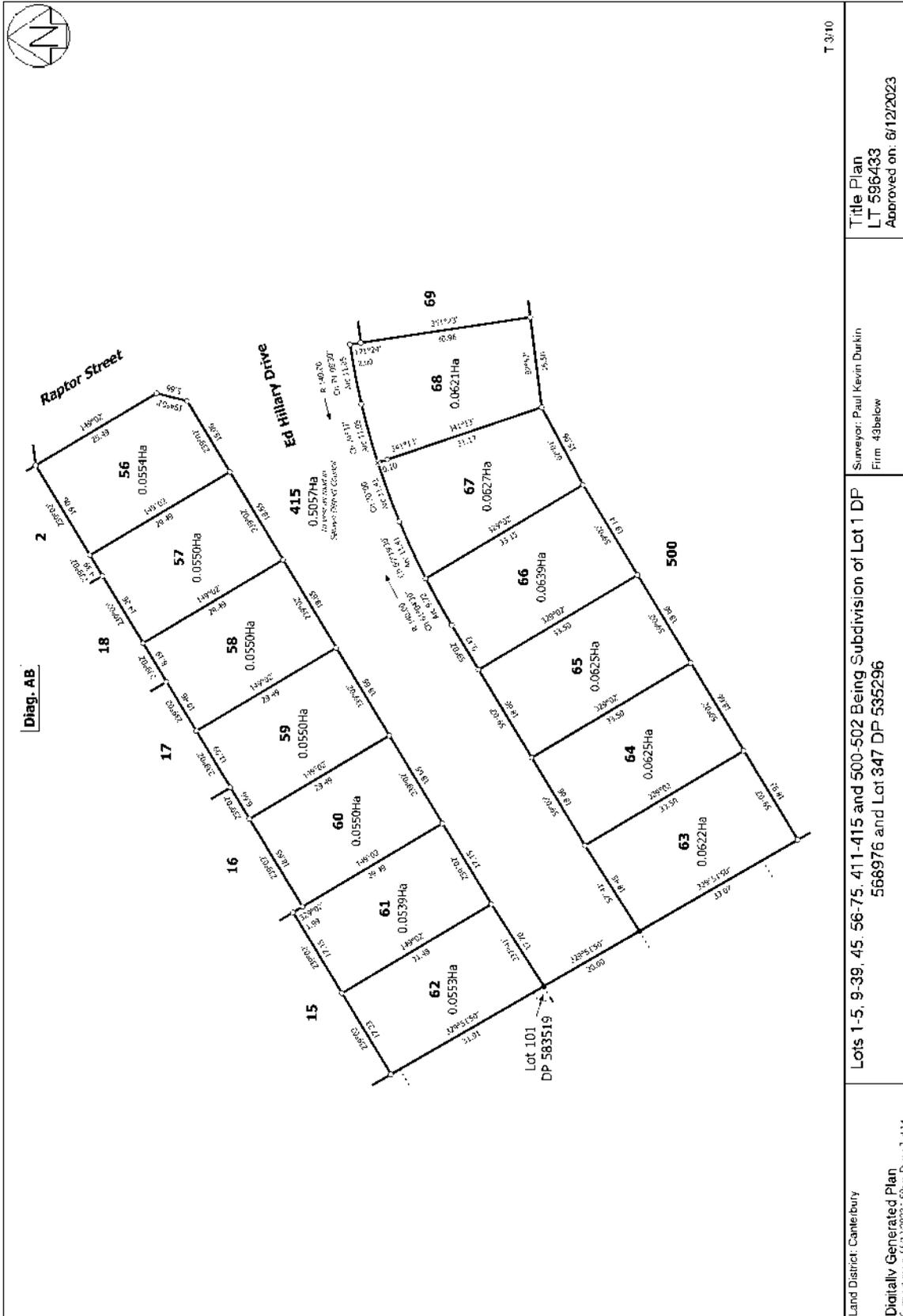
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**Interests**

Land Covenant (in gross) in favour of Yoursection FV Limited created by Covenant Instrument 12845082.7 - 16.1.2024 at 9:34 am

Fencing Covenant in Transfer 13072473.2 - 13.8.2024 at 11:50 am

13131956.1 Mortgage to ANZ Bank New Zealand Limited - 10.10.2024 at 9:10 am



Land District: Canterbury  
 Digitally Generated Plan  
 Canterbury L1 (17/2023) - 09 Jan Page 2 of 14

Lots 1-5, 9-39, 45, 56-75, 411-415 and 500-502 Being Subdivision of Lot 1 DP 568976 and Lot 347 DP 535296

Surveyor: Paul Kevin Durkin  
 Firm: 43below

Title Plan  
 LT 586433  
 Approved on: 6/12/2023

# View Instrument Details



**Instrument No** 12845082.7  
**Status** Registered  
**Date & Time Lodged** 16 January 2024 09:34  
**Lodged By** Tait, Andrew David Royds  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



<b>Affected Records of Title</b>	<b>Land District</b>
1154201	Canterbury
1154202	Canterbury
1154203	Canterbury
1154204	Canterbury
1154205	Canterbury
1154206	Canterbury
1154207	Canterbury
1154208	Canterbury
1154209	Canterbury
1154210	Canterbury
1154211	Canterbury
1154212	Canterbury
1154213	Canterbury
1154214	Canterbury
1154215	Canterbury
1154216	Canterbury
1154217	Canterbury
1154218	Canterbury
1154219	Canterbury
1154220	Canterbury
1154221	Canterbury
1154224	Canterbury
1154225	Canterbury
1154226	Canterbury
1154227	Canterbury
1154228	Canterbury
1154229	Canterbury
1154230	Canterbury
1154231	Canterbury
1154232	Canterbury
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1154256	Canterbury
1154257	Canterbury
1154258	Canterbury
1154259	Canterbury

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**Annexure Schedule** Contains 5 Pages.

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**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 Andrew David Royds Tait as Covenantor Representative on 29/11/2023 09:58 AM

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**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 Andrew David Royds Tait as Covenantee Representative on 29/11/2023 09:58 AM

**\*\*\* End of Report \*\*\***

Approved for ADLS by Registrar-General of Land under No. 2018/6263  
**COVENANT INSTRUMENT TO NOTE LAND COVENANT**  
 Sections 116(1)(a) & (b) Land Transfer Act 2017



**Covenantor** *Surname(s) must be underlined or in CAPITALS.*

**YOURSECTION FV LIMITED**

**Covenantee** *Surname(s) must be underlined or in CAPITALS.*

**YOURSECTION FV 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**

*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	DP 596433	Lots 1-5, 9-39, 45, 56-75 DP 596433 (1154201-1154221, 1154224-1154259)	In Gross

**Covenant rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule 1 \_\_\_\_\_].

**ANNEXURE SCHEDULE 1**

**The Covenantor shall not:**

1. Permit any works to be carried out on the Burdened Land (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 13 below. Furthermore the berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the Burdened Land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a 25-degree roof pitch<sup>1</sup>. This Clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.
4. Erect or permit to be erected or placed on the Burdened Land any dwelling house greater than one storey on any lot other than Lots 1, 3, 23, 29 and 72 – 74 DP596433.
5. Further subdivide the Burdened Land other than Lots 1, 3, 23, 29, 56-62 and 72 – 74 DP 596433 or build more than one dwelling on the Burdened Land or on any lot created from a subdivision of Lots 1, 3, 23, 29, 56 -62 and 72 -74 DP 596433. This clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.
6. Use the Burdened Land to assist with the development and/or subdivision of any land adjacent to the Covenantee's development. However, the Covenantee retains the right at all times to further subdivide or approve any other subdivision of any lot in the Covenantee's development or any future stage in the Covenantee's development. This Clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.
7. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.
8. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.
9. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the

Covenantee in its sole discretion prior to the commencement of building with such approval following the "Design Guide for Your Section". In considering plans for approval the Covenantee shall take into account architectural merit, colours, and visual appearance. A construction bond of \$4,000 is payable to the Covenantee upon settlement. This Clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.

10. Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.8m at the road boundary and should be off-set a minimum of 750mm from the side boundary to allow for landscaping. Such driveway to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the Burdened Land, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Covenantee and/or the Selwyn District Council. Where the Covenantee has constructed a sealed driveway to the Burdened Land, this access point must be used by the Covenantor as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Covenantee prior to 31<sup>st</sup> December 2040.
11. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Covenantee's sole discretion are obtrusive.
12. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
13. Erect or permit to be erected on the Burdened Land any fence or boundary wall:
  - a) within 2.0 metres of the road boundary<sup>h</sup> except on:
    - (i) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
    - (ii) street front fencing on lots specified in (i) above shall be of similar materials to the dwelling;
    - (iii) approval of fence design may be declined at the Covenantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision;
    - (iv) however at all times such fencing shall comply with the District Plan rules.
  - b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Covenantee. Such fences shall use the design as specified by the Covenantee. Approval of fence design may be declined at the Covenantee's sole discretion if the planned fencing is

seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundary<sup>iii</sup>;

- c) on the internal boundaries of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry or solid timber or in the form of a paling fence and timber capping unless otherwise approved by the Covenantee;

However the Covenantee retains the right at all times to erect boundary fencing on any boundary. Such fencing erected by the Covenantee shall not be removed without prior written consent of the Covenantee. This Clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.

14. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the Burdened Land. Should damage occur, the Covenantor shall immediately repair such damage. If such damage is not immediately repaired, the Covenantee shall have the right to rectify such damage with reasonable costs to be met by the Covenantor, payable on demand.
15. Remove or relocate from the Burdened Land any fence, tree or shrub constructed or installed by the Covenantee that is within 2.0 metres of the road frontage without the prior written consent of the Covenantee. This Clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.
16. Permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 150mm. The Covenantee shall have the right to remove any building materials from the Burdened Land or any adjoining site or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the subdivision with reasonable costs to be met by Covenantor, payable on demand.
17. Permit the erection of any sign on the Burdened Land other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Covenantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Covenantee and prior written consent is obtained. The Covenantee shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
18. Permit the dwelling to be used as a show home without written consent of the Covenantee. The Covenantee shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause shall expire and be of no further effect on 31<sup>st</sup> December 2040.

**General Covenants:**

19. In the event that the Covenantor disagrees with an exercise of discretion by the Covenantee under clause 9 above then the matter shall be referred to an architect nominated by the Covenantee.

ADT-130256 3 63 V2

Page 3 of 4

Falcons Raptor Release Protective Covenants – Stages 1 – 4, 6

A Development by Yoursection FV Ltd, Marketed by Yoursection.nz.

The consent of the Covenantee shall be deemed to be given if such architect certifies that the proposed buildings and improvements on the Burdened Land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.

20. The Covenantee shall neither be required nor be liable to enforce such above covenants.
21. The Covenantor (including the Covenantor's successors in title and subsequent assignees of the Burdened Land) covenant with the Covenantee (including any subsidiary or associated company of the Covenantee or successor or assigns to the Covenantee) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Covenantee from progressing and completing the Covenantee's Falcon's View development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Falcon's View development. This covenant by the Covenantor applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Covenantee may own or subsequently purchase to progress such development.
22. In this instrument, the following words have the following meaning:
- "Development" means the Covenantee's subdivision known as Falcons View.
- "Covenantee" means Yoursection FV Limited.
- "Covenantor" means and includes all persons executing this instrument as Covenantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title.

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<sup>i</sup> Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Covenantee, those materials and pitch will not adversely effect the development.

<sup>ii</sup> The Covenantee retains the right to approve fencing within 2.0m of the road frontage due to the irregular shape, size or orientation of the lot. For the avoidance of doubt, the word 'road' includes right of way and access lot or any lot to vest in the Selwyn District Council.

<sup>iii</sup> The Covenantee may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.



# View Instrument Details

**Instrument Type** Transfer  
**Instrument No** 13072473.2  
**Status** Registered  
**Date & Time Lodged** 13 August 2024 11:50  
**Lodged By** Clark, Elyse Maree

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**Affected Records of Title** 1154252  
**Land District** Canterbury

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## Transferors

Yoursection FV Limited

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## Transferees

Samuel Edward Rose and Brittany Lee Gordon

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## Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

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## Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Andrew David Royds Tait as Transferor Representative on 12/08/2024 04:26 PM

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## Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Graeme Neil Smith as Transferee Representative on 13/08/2024 11:37 AM

\*\*\* End of Report \*\*\*



## Form 7 Code compliance certificate

*Section 95, Building Act 2004*

### The building

Street address of building: 110 Ed Hillary Drive, Rolleston  
Legal description of land where building is located: LOT 68 DP 596433  
Building name: N/A  
Location of building within site/block number: 110 Ed Hillary Drive  
Rolleston  
Level/unit number: 0  
Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling  
Year first constructed: 2024

### The owner

Name of owner: Bell Developments  
Contact person: Tom Bell  
Mailing address: 390 Hamptons Road , Prebbleton  
Street address/registered office: N/A  
Phone number: Landline: N/A Mobile: 0277262606  
Daytime: Landline: N/A Mobile: 0277262606  
After hours: Landline: N/A Mobile: 0277262606  
Facsimile number: No information provided  
Email address: belldevelopments@outlook.co.nz  
Website: No information provided  
First point of contact for communications with the council/building consent authority:  
Dj Sowerby (DT Design Limited); Mailing Address: 82 Silver Peaks Drive  
West Melton 7676; Mobile: 0221018879; Email: dtdesignnz@icloud.com

### Building work

Building consent number: BC241209  
Description: Construction of detached dwelling - single storey with  
4 bedrooms and 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: 16 December 2024

# Approved Building Consent Documents

**Please note: A copy of the stamped approved documents must be available on site for all inspections.**

## Inspection booking timeframes

Call received	before 3pm inspection will be done	after 3pm inspection will be done
Monday	Wednesday	Thursday
Tuesday	Thursday	Friday
Wednesday	Friday	Monday
Thursday	Monday	Tuesday
Friday	Tuesday	Wednesday

**Please ensure all work for inspection is ready the day before.  
Incomplete work requiring re-inspection will incur an additional inspection fee.**

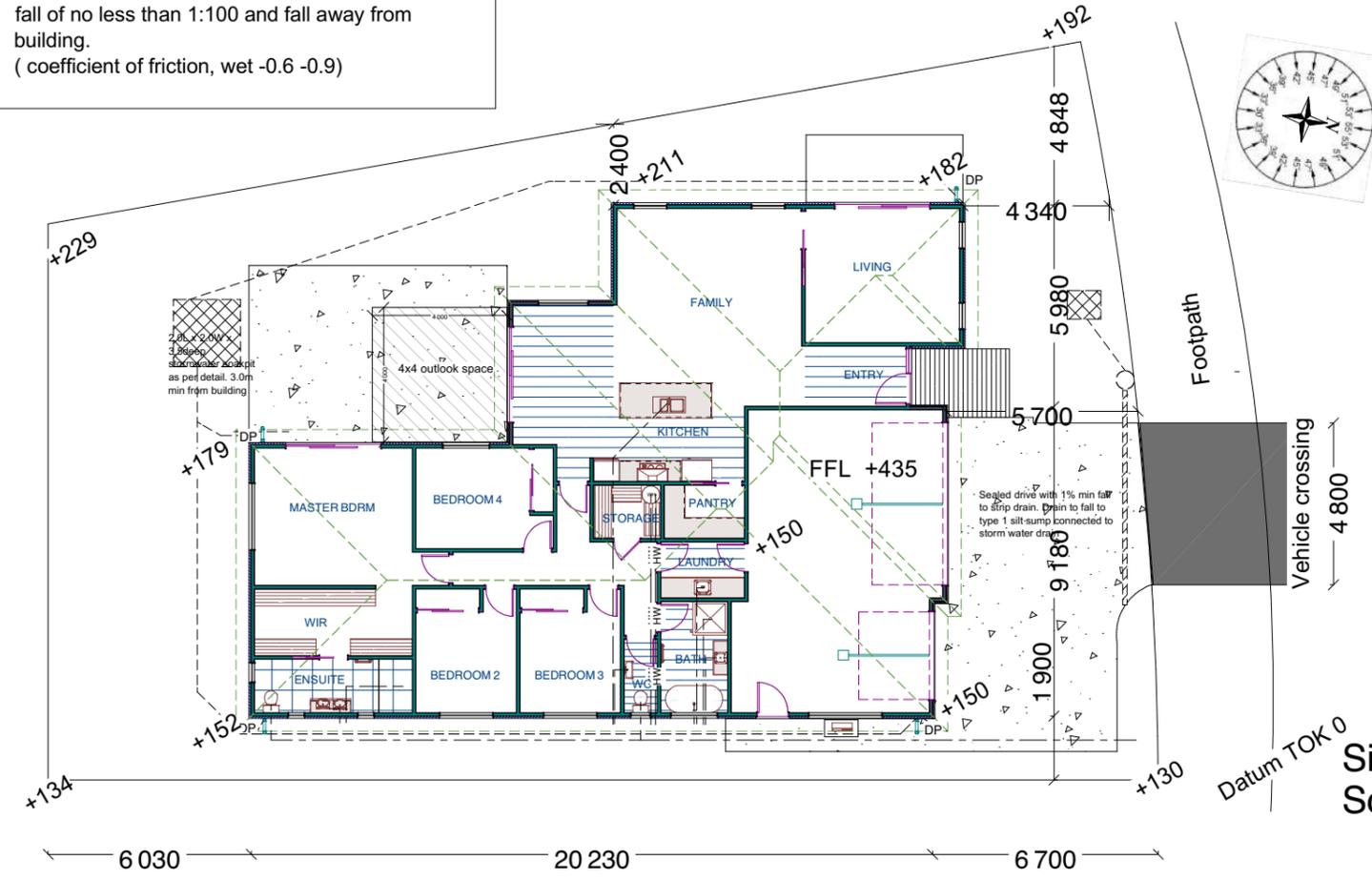
Finished floor level shall be at least 225mm above the finished level of the surrounding ground immediately adjacent to the building and no less than 150mm above the road crown on at least one cross section through the building and roadway. The main contractor shall confirm all levels on site prior to works and shall ensure the finished floor level shall comply with the requirements

**SECURITY FENCING.**  
 Security fences to be erected to unprotected boundaries. To be non climbable to meet F5 of the building code. Lockable gates to entry. Make the works safe and provide and maintain a safe working environment. Ensure that all those working on or visiting the site are aware of the rules governing site safety, are properly supervised and are not unnecessarily exposed to hazards by providing site signage at vehicle site gates with warning and conditions of entry clearly stated.

Suitable construction methods shall be used to avoid the likelihood of tools or material falling onto a place where people might be present. (safety nets) Toeboards to access platforms shall be at least as high as the materials stacked on the platform and no less than 100mm above the platform max gap between platform and toeboard shall not exceed 10mm

All timber decking is not part of this consent and is shown for access purposes only. Entry through external doors to have a max step of 190mm. where applicable build up this area with AP40 and compact, to have a cross fall of no less than 1:100 and fall away from building. ( coefficient of friction, wet -0.6 -0.9)

**Planning Approved.  
 No less compliant  
 than that previously  
 approved.**  
**6/08/2024    homanm**



**Schedule 1 Works- Timber Deck**  
 - This application includes some building work that will be completed without consent in accordance with schedule one of the 2004 building Act. All exempt works are still required to comply with the requirements of the New Zealand Building Code. It is the responsibility of the owner, to ensure that the requirements of the building code are fully met in all respects. For this reason, it is recommended that only appropriately skilled and/or qualified personnel are engaged to carry out the building work. It is also recommended the owner familiarize themselves with schedule one of the 2004 building Act and the Ministry of Business Innovation and Employment {MIBE} Guidance on the subject.

**Site Details**

Address	110 Ed Hillary Drive
Town-City	Rolleston
Area	Selwyn
Lot	68
DP	596433
Land Area	621sqm
Plan Footprint	248m <sup>2</sup>
Building Coverage MRZ 50% Nett	294.4nett 47.4%
Wind Zone	High
Wind Region	A
Earthquake Zone	2
Snow Zone	N4

**Plan Directory**

Page	View
1	Site Plan
2	Floor Plan
3	Elevations
4	Bracing Layout Window, Door & Lintel Sizes.
5	Cross Section A, Framing Schedule. Wardrobe door frame detail
6	Construction Details
7-9	Flashing Details
10	Wet Area Fixings.
11	Drainage Plan
12	HWC Details
13	Drainage Details
14	Electrical Layout Plan
15	Slab Dimensions
16&17	Roof Layout & Details

Alt Solution for flooring not requiring waterproofing. Detached dwelling where flooding is unlikely, to use impervious tile flooring with 6% maximum water absorption, waterproof grouted joints, and bedded with an approved adhesive. Sinks all have overflow wastes reducing likelihood of overflow.

wet area to have impervious waterproof substrate laid under tiles

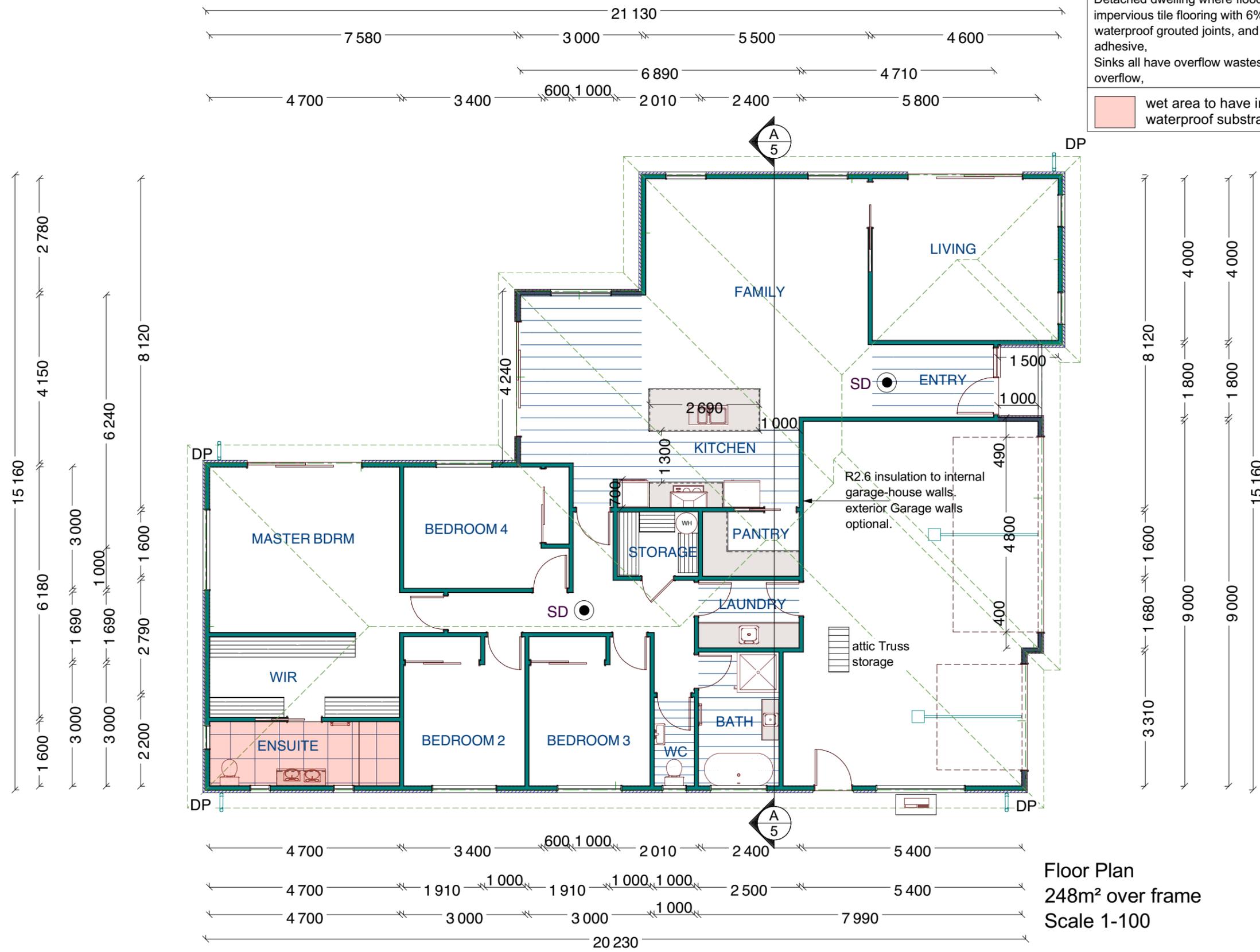
**SD** F7/AS1 4th edition  
Smoke Alarm. Complying with BS EN 14604, ISO 12239, or AS 3786.

Note:  
All recessed downlights to be, IC-F rated with 1-per 5m<sup>2</sup> minimum

Acrylic shower in main bathroom  
Tiled Shower in Ensuite  
All shower units to have 10mm toughened safety glazing to doors & screens to comply with AS/NZS 2208:1996

Food preparation surfaces shall be easily maintained in a hygienic condition. Stainless steel, decorative high pressure laminate, and tiles are examples of suitable materials for these surfaces.

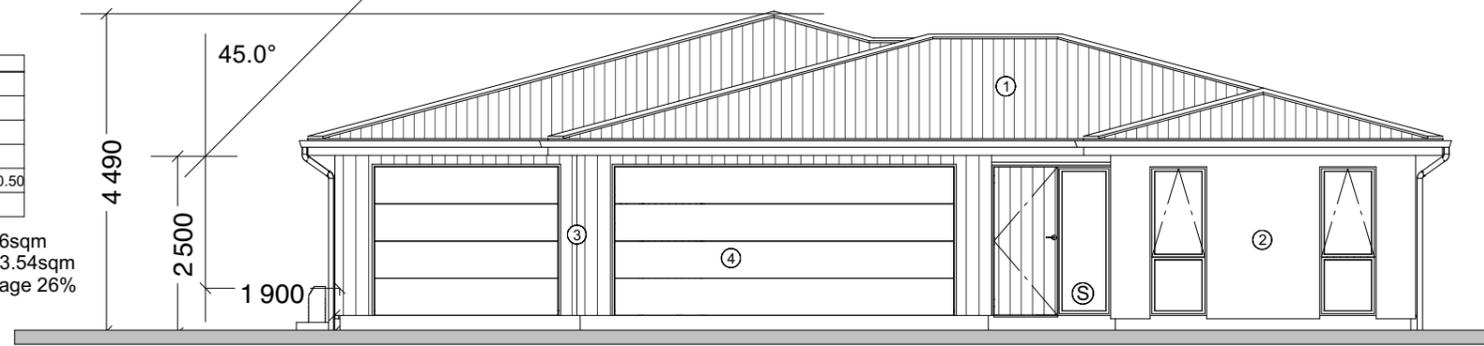
All painted surfaces in wet areas to be painted with Resene Spacecoat or Similar approved paint finish.



**Floor Plan**  
248m<sup>2</sup> over frame  
Scale 1-100

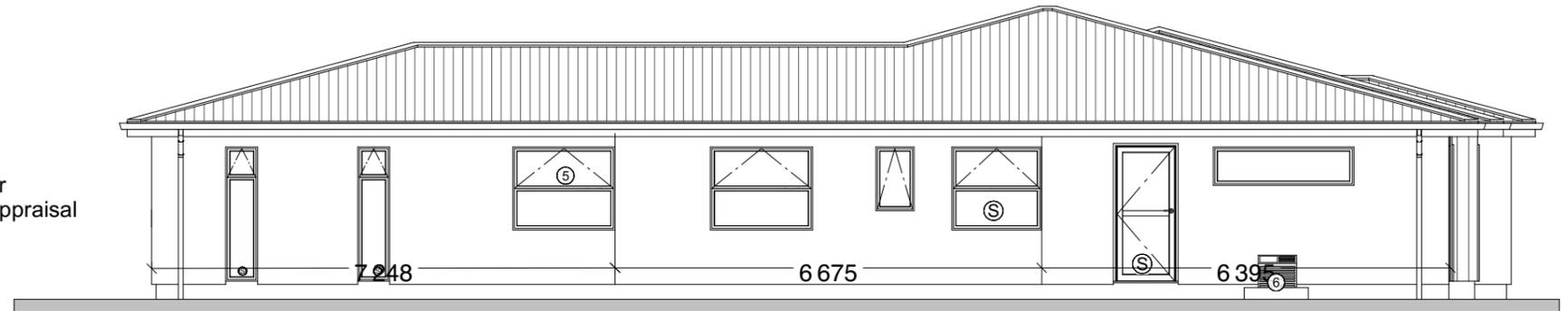
Note Schedule	
①	15° Superdek Coloursteel Roof
②	AAC Panel 50mm
③	Vertical cedar Dwangs @480crs
④	Sectional Garage Door
⑤	Thermal Broken Double Glazed Aluminium Windows & Doors R0.50
⑥	Outdoor Heat pump

wall 13.6sqm  
glazing 3.54sqm  
Percentage 26%



North Elevation

AAC Panel control joints to be located over structural Supports as per sec 9.1 Branz appraisal  
Vertical joints at max 8.0m crs



East Elevation



South Elevation



West Elevation

**DT Design**

Mobile 022 101 8879  
email dtdesignnz@icloud.com

All measurements, distances from boundaries and other relevant details to be confirmed on site and with respective authorities before building commences. E&OE



Proposed  
Residence For

**Bell Developments**  
**110 Ed Hillary Drive**  
**Rolleston**

Date: 5/8/2024

Area:

Scale: 1-100

Plan #

Drawn By: D Sowerby

Page:

**3**

DOOR SCHEDULE					WINDOW SCHEDULE				
NUMBER	QTY	WIDTH	HEIGHT	DESCRIPTION	NUMBER	QTY	WIDTH	HEIGHT	DESCRIPTION
D02	1	1100	1980	POCKET_SLAB	W01	2	1000	2100	DOUBLE AWNING_T
D04	3	1800	2100	SLIDER_SLAB	W02	1	1400	1300	DOUBLE AWNING_T
D06	1	2600	2100	GARAGE_SLAB	W03	1	1400	2100	TRIPLE AWNING_T
D07	1	1650	2100	MULLED_UNIT	W05	2	800	2100	DOUBLE AWNING_T
D08	1	4800	2100	GARAGE_SLAB	W06	1	2000	600	FIXED GLASS
D09	1	760	1980	HINGED_SLAB	W07	1	2200	600	FIXED GLASS
D10	1	760	1980	POCKET_SLAB	W08	1	600	2100	DOUBLE AWNING_T
D11	9	810	1980	HINGED_SLAB	W09	1	600	1000	SINGLE AWNING
D12	3	2800	2100	EXT_SLIDER_GLASS_PANEL	W10	2	1600	1300	DOUBLE AWNING_T
D13	1	900	2100	EXT_HINGED_GLASS_PANEL	W12	1	1500	2100	TRIPLE AWNING_T
D15	1	810	1980	POCKET_SLAB	W13	2	500	2100	DOUBLE AWNING_T

LINTEL SIZES		
Lintel	Size	Grade
A	2/90x45	MSG8
B	150 x 90	hy90
C	200 x 90	hy90
D	240 x 90	hy90
E	300 x 90	hy90
F	240x90	PL12

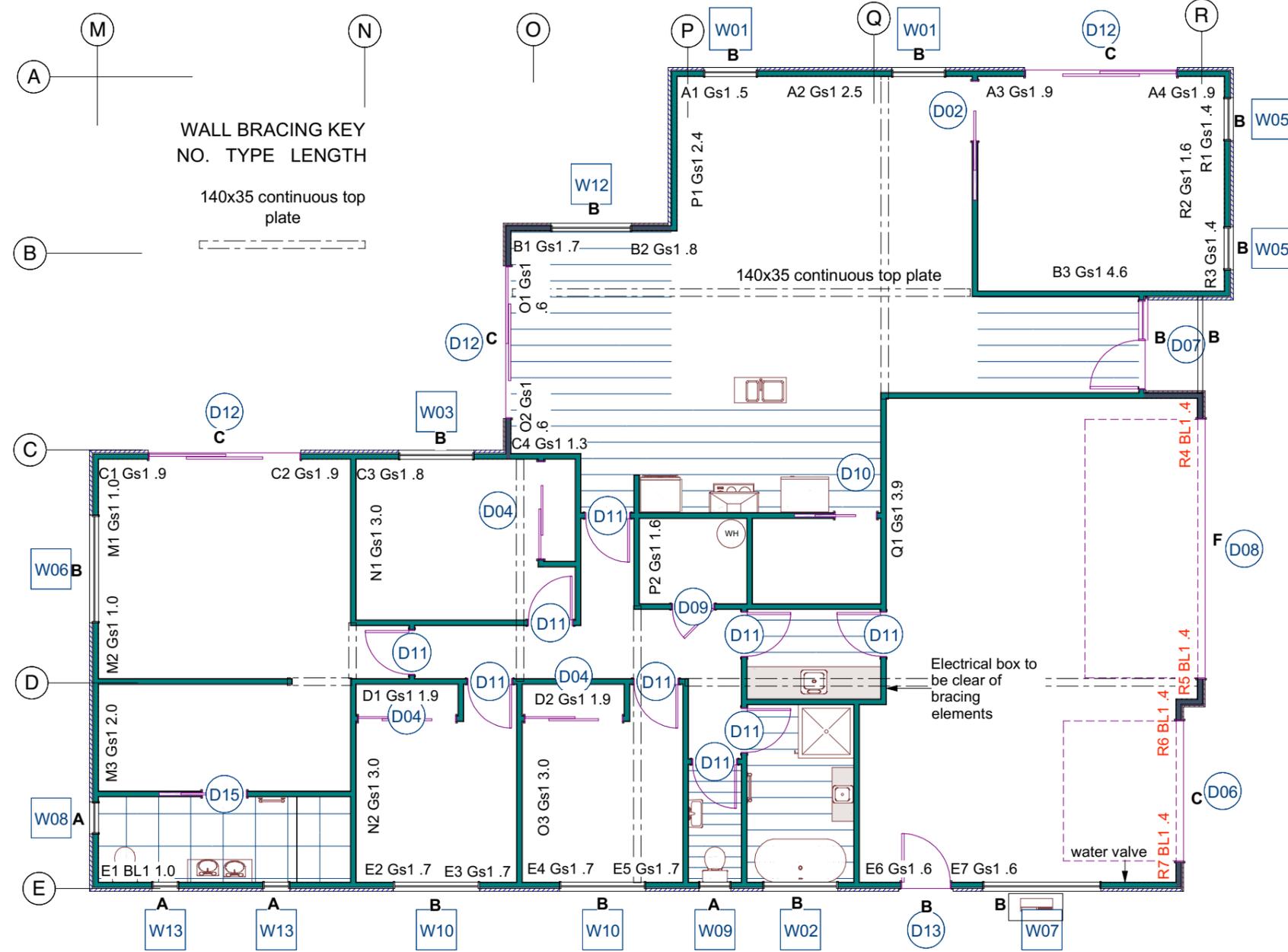
Note.  
Window lintel heights to be confirmed to window manufacturer.  
Windows & Exterior doors finish under soffit.

Refer to truss design layout for confirmation  
Revels to be H3.1 treated

NOTE.  
A Grade Safety Glass shall apply to all bath room and ensuite windows.  
Double glazed doors over 0.75m<sup>2</sup> safety glass required  
Door sidelights greater than 0.75m<sup>2</sup> to be safety glass  
All double glazing to have minimum rating of R0.50

Glazing to comply with NZS 3604/AS 3715/ NZS 4223.3:2016 and current WANZ publications.

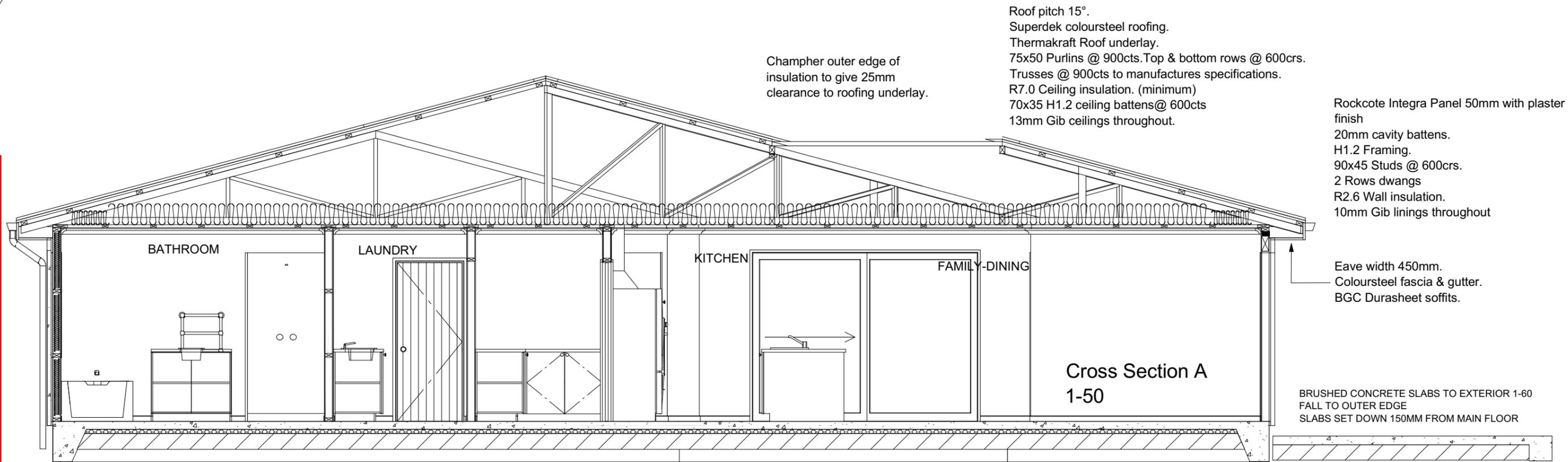
Type of glazing	U <sub>g</sub> <sup>16</sup>	Spacer type <sup>16</sup>	Example IGUF <sup>16</sup> (Informative)	R <sub>total</sub> (m <sup>2</sup> -K/W) for different frames		
				Aluminium frame	Thermally broken aluminium frame	uPVC frame Timber frame
Double pane	1.10	Thermally improved	Glass: Low E <sub>s</sub> /Clear Gas: Argon	R0.37	R0.50	R0.69 R0.77



8.7.3.4  
Each wall that contains one or more wall bracing elements shall be connected at the top plate level, either directly, or through a framing member in the line of the wall, to external walls at right angles to it. Top plate fixing(s) of the capacity in tension or compression along the line of the wall bracing element are given as follows:

- (a) For each wall containing wall bracing elements with a total bracing capacity of not more than 125 bracing units: to at least one such external wall by a fixing as shown in figure 8.16 of 6 kN capacity;
- (a) For each wall containing wall bracing elements with a total bracing capacity of not more than 125 bracing units: to at least one such external wall by a fixing as shown in figure 8.16 of 6 kN capacity;

Bracing Layout.  
Window, Door & Lintel Sizes  
Scale 1-100



**FRAMING SCHEDULE**  
All framing to be graded SG8

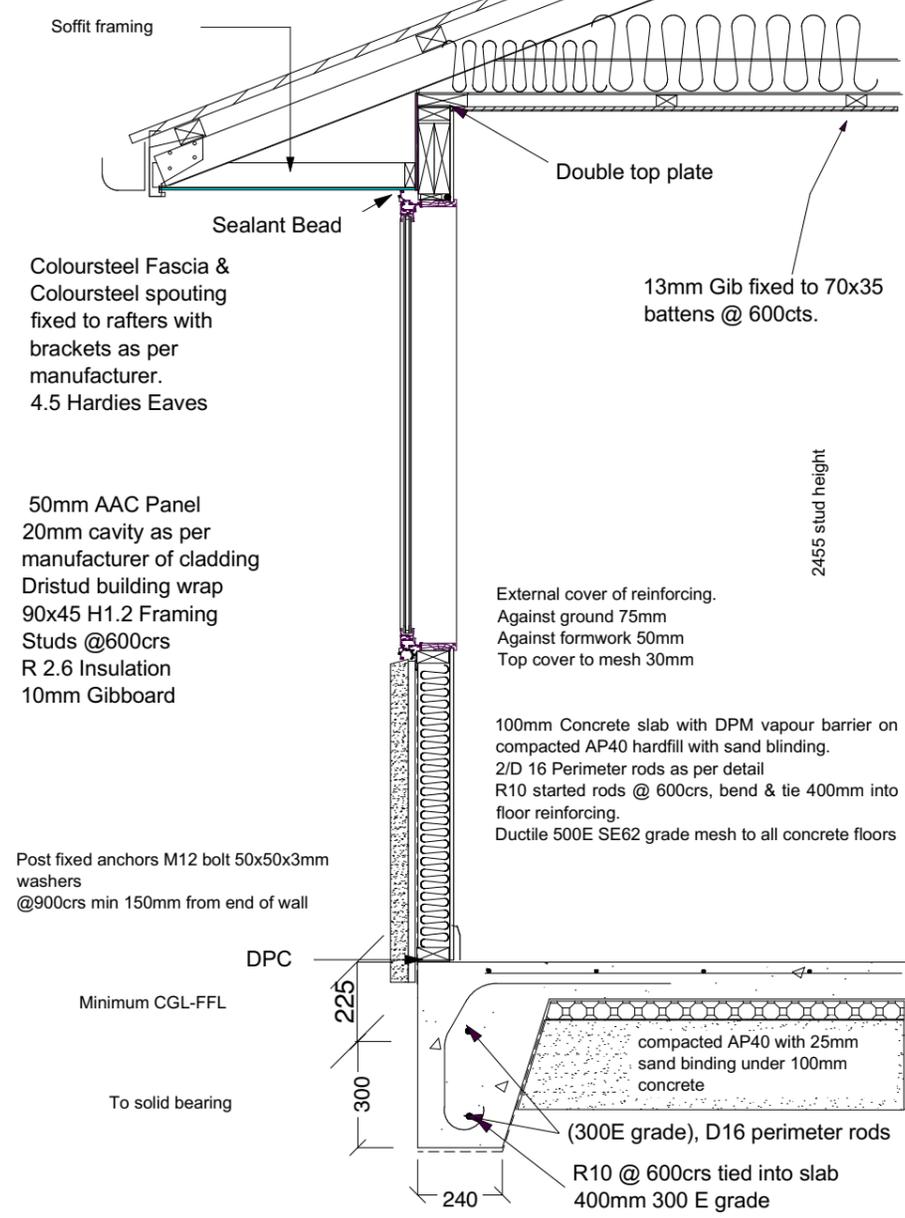
Area over foundations	248m <sup>2</sup>
Roof & pitch	Superdek Coloursteel Roofing 15° Pitch
Eave width	450mm
Stud height	2455mm
Exterior cladding.	Rockcote Integra with rendered finish
Exterior cladding.	Vertical Cedar Weatherboard dwangs @480crs
Framing Timbers.	
Exterior walls	90x45 H1.2 Radiata (Studs @ 600crs)
Interior walls	90x45 H1.2 Radiata (studs @ 600crs)
Cavity Battens	H3.2 Radiata Pine (or manufacturer)
Ceiling Plates	140x35 H1.2 Radiata
Ceiling battens @ 600cts	70x35 H1.2
Roof Framing.	H1.2 Radiata,
Valley Boards	Radiata Pine H3.1
Window Revels	H3.1 Radiata Pine
Wall Wrap	Dristud Building Wrap
Roof Underlay	Thermakraft Covertek 215
Ceiling Insulation	R7.0 / R4.1 Wall batt to perimeter
Wall Insulation	R2.6
Slab Insulation	Expol Thermaslab (m) R-1.35 50mm

Roof Pitch as per cross sections. 15°  
 Superdek Coloursteel iron on 75x50 purlins @ 900crs.  
 Top & bottom rows of purlins @ 600crs  
 Trusses @ 900crs  
 Thermakraft building paper under iron.  
 R 7.0 Ceiling insulation.

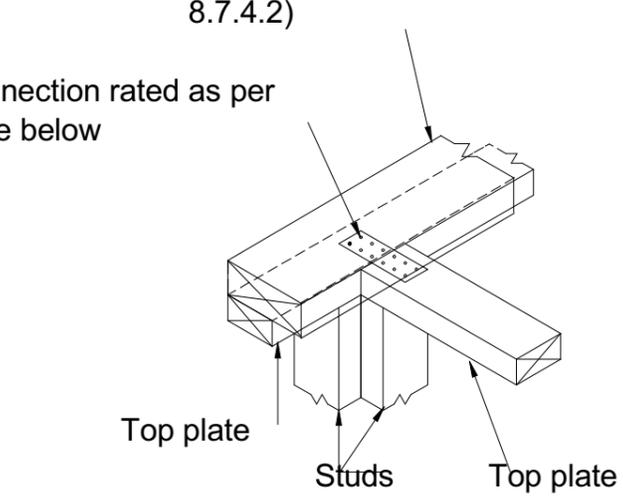
500mm concession allowance to R4.1 Wall batts to roof perimeter trimmed for clearance

140 x 35 top plate (see 8.7.4.2)

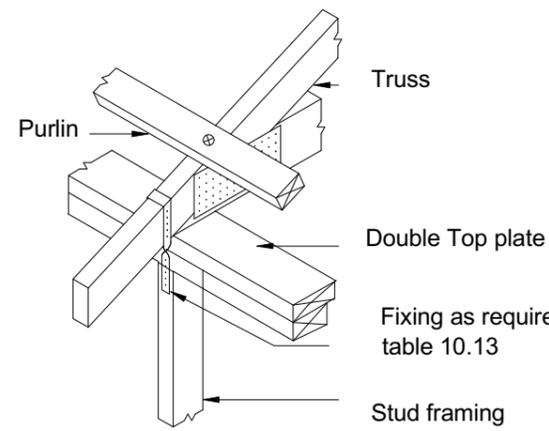
Connection rated as per table below



AAC Panel Cross Section Detail

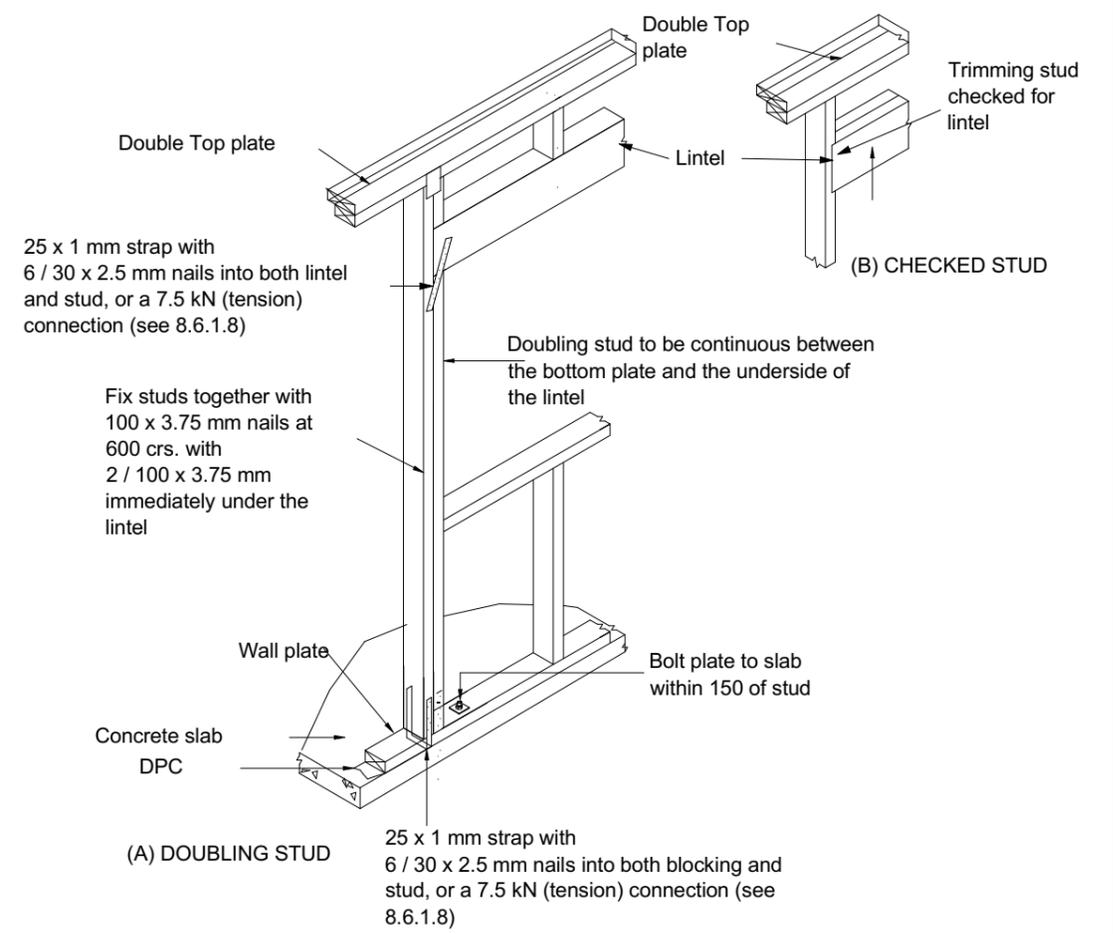


Capacities of metal plate joints	
Up to 3 kN	3 / 30 x 3.15 mm nails per side
Up to 6 kN	6 / 30 x 3.15 mm nails per side

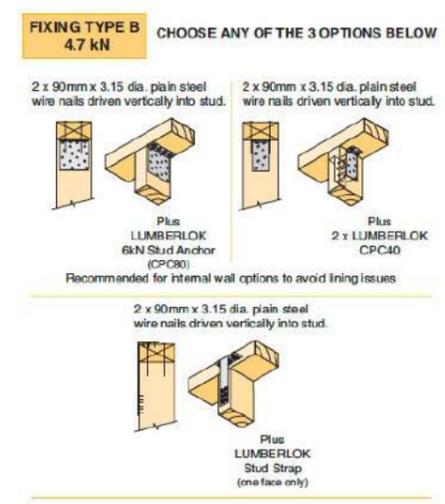


Truss - Purlin Fixing

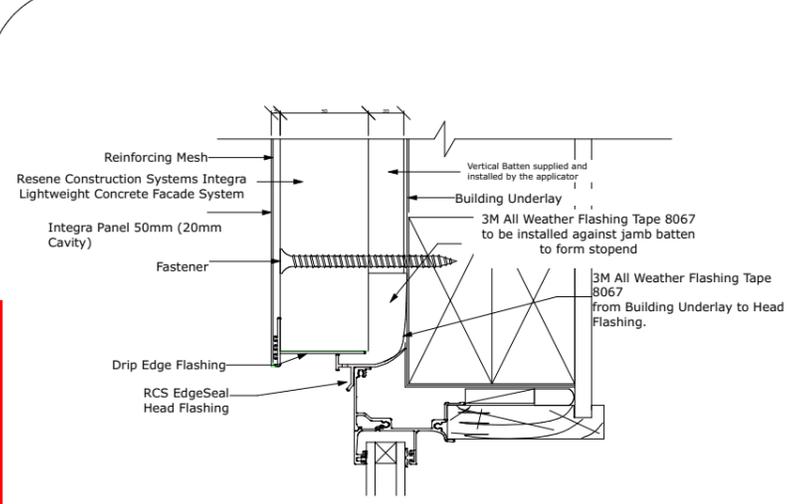
Fixing type	Fixing to resist uplift.	Alternative fixing capacity
Truss E	2/90 x 3.15 skewed nails + 2 wire dogs	(kN) 4.7
Purlins T	1/10g Self drilling screw	(kN) 2.4



Fixing of lintels to prevent uplift.

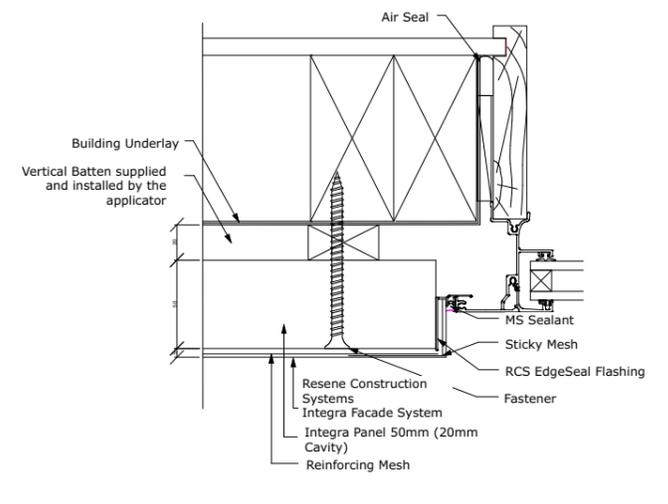


Note: To calculate the number of B type fixings required, divide the wall length by the stud centres, add 1 to this figure and locate this number of fixings as evenly as possible along the wall length. This figure includes the start and end studs in each wall length.



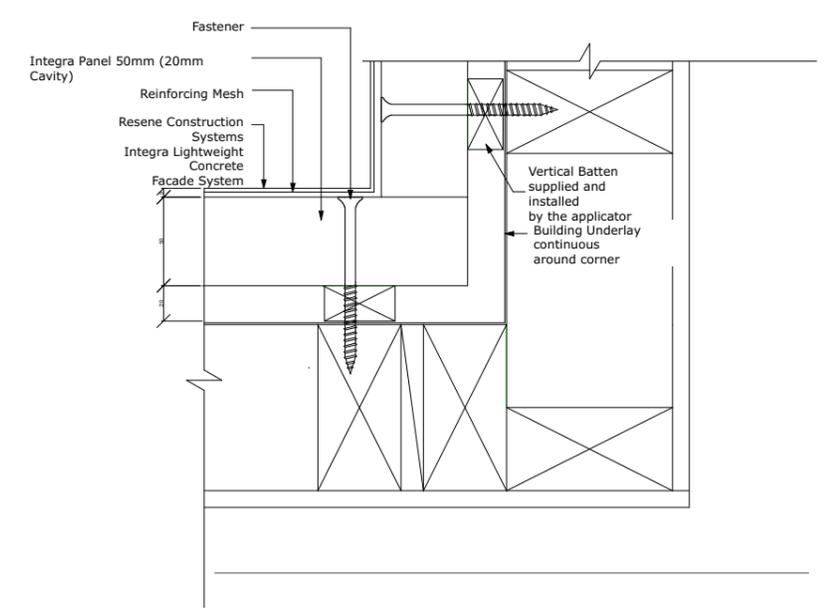
The RCS EdgeSealHead Flashing must be installed so that it extends 10mm either side of the jamb extrusion. Can be utilised on a sloping window head up to 35 degrees

**WINDOW HEAD DETAIL**



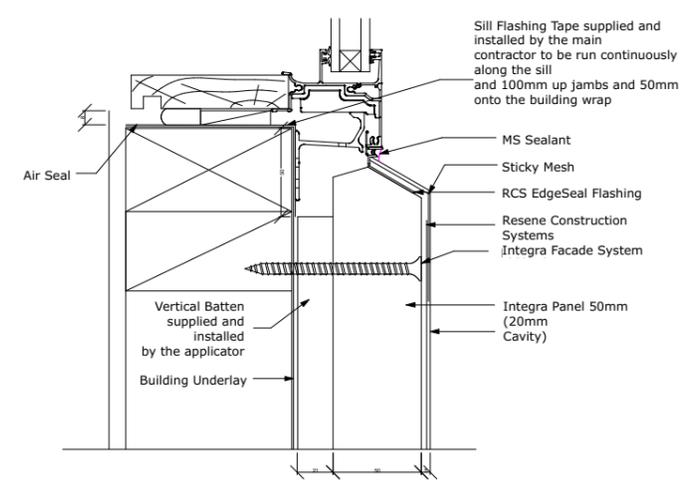
Allow a 25mm Gap between the back of the joinery and external facing timber framing to allow the jamb flashing to fit.

**WINDOW JAMB DETAIL**

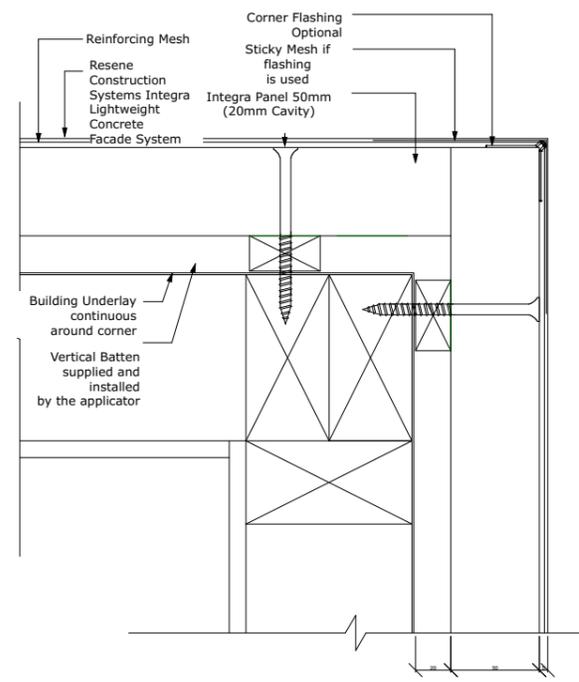


Mesh to be wrapped continuously around the internal corner, if there is a break in the mesh then an additional layer of Sticky Mesh must be used

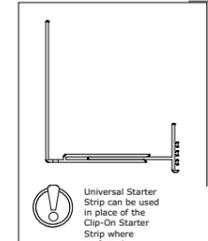
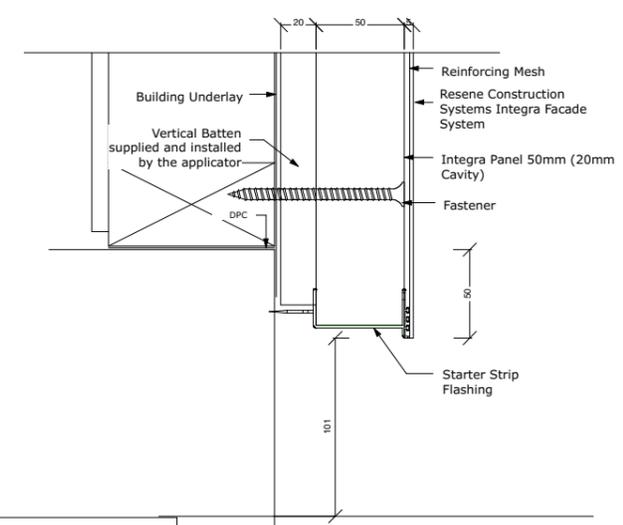
**INTERNAL CORNER DETAIL**



**WINDOW SILL DETAIL**

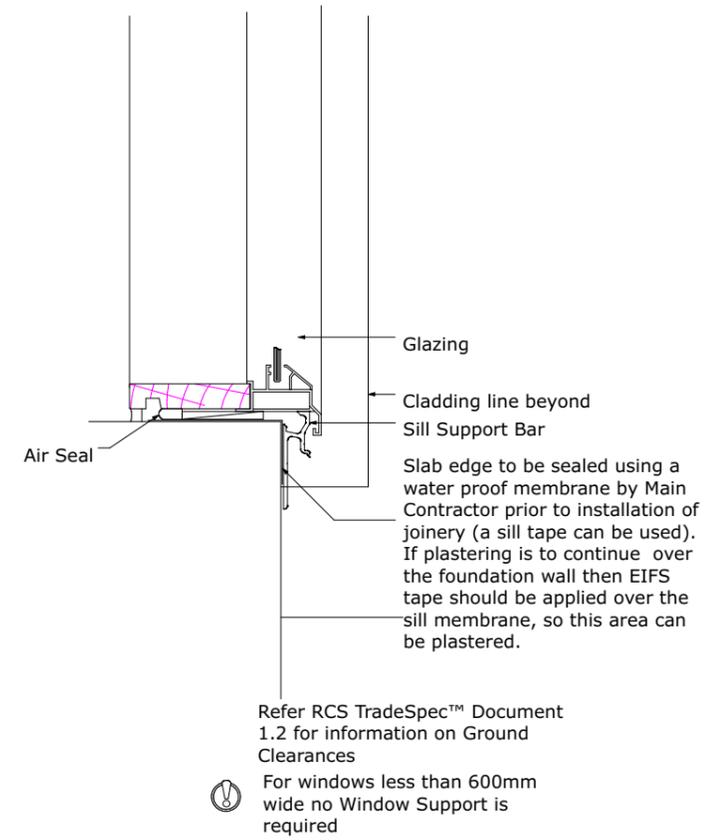
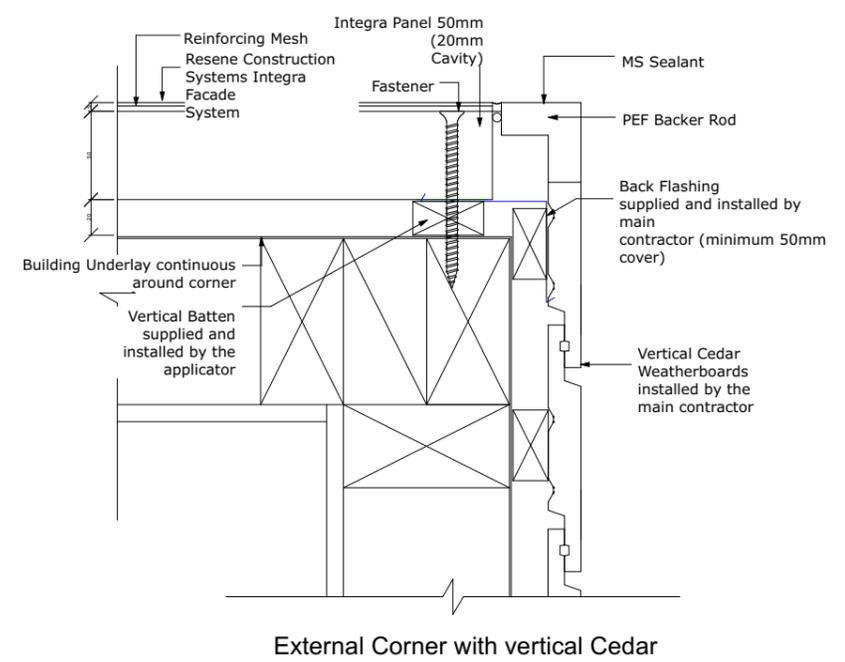
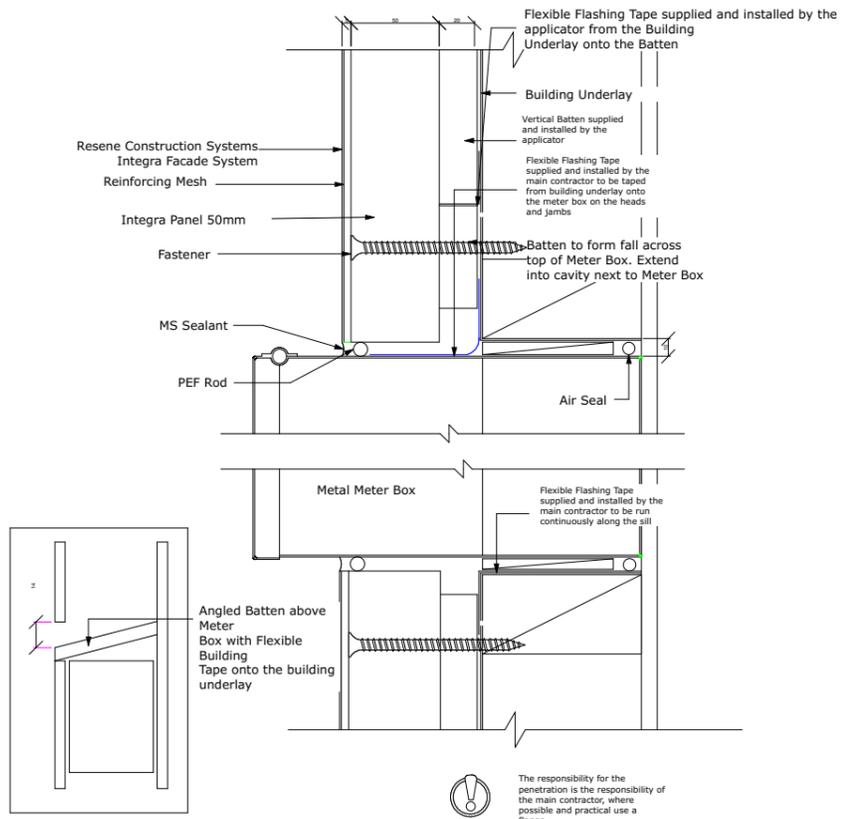
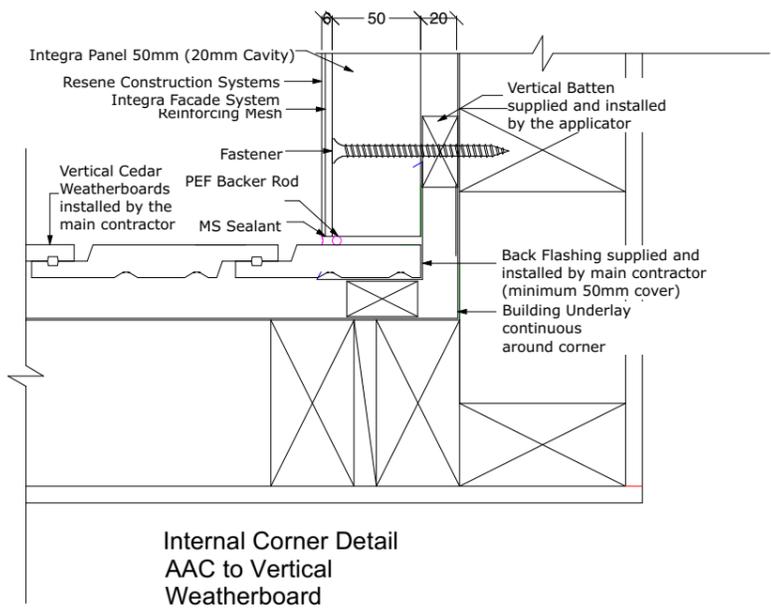
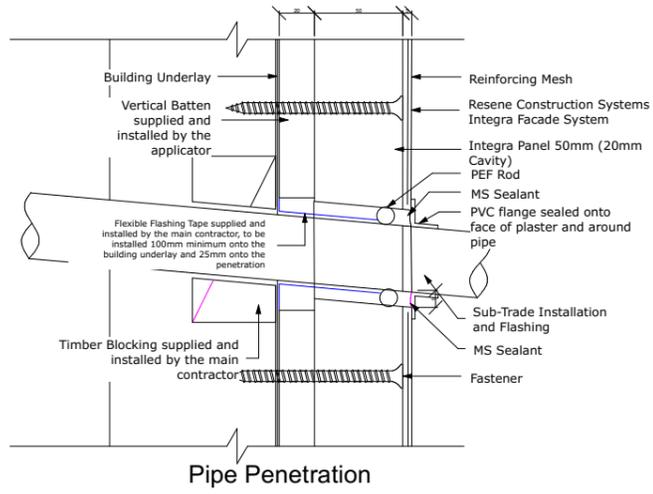


**EXTERNAL CORNER DETAIL**

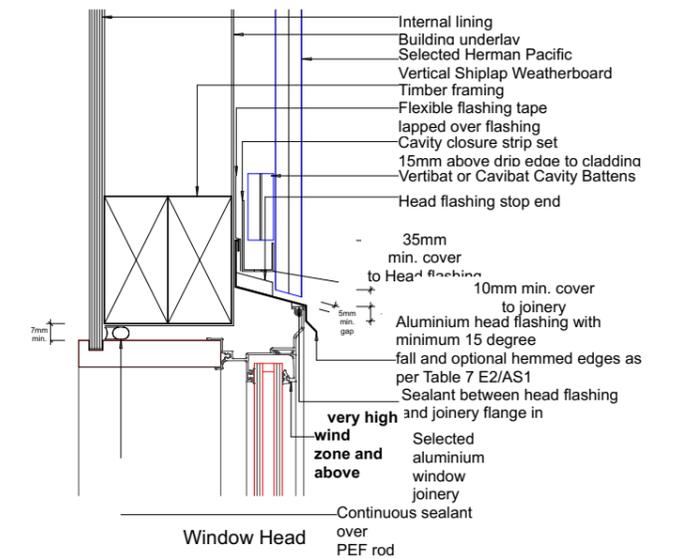
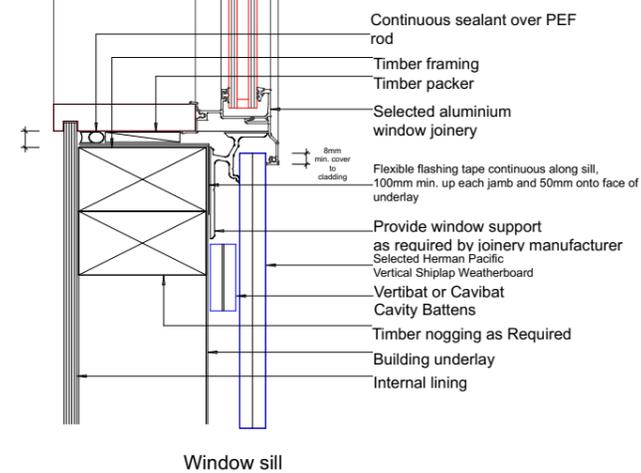
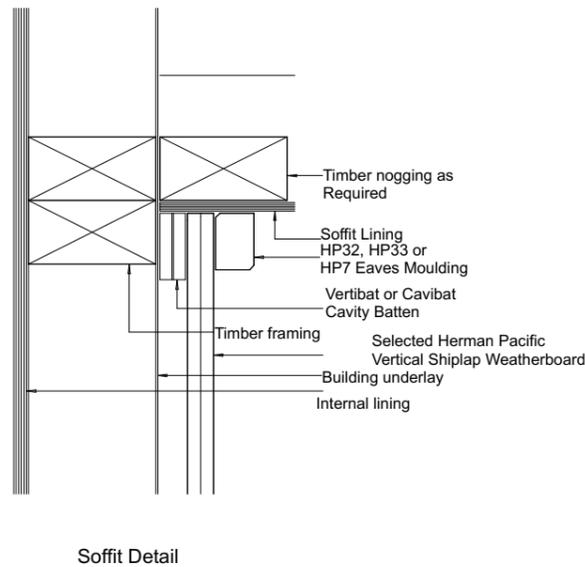
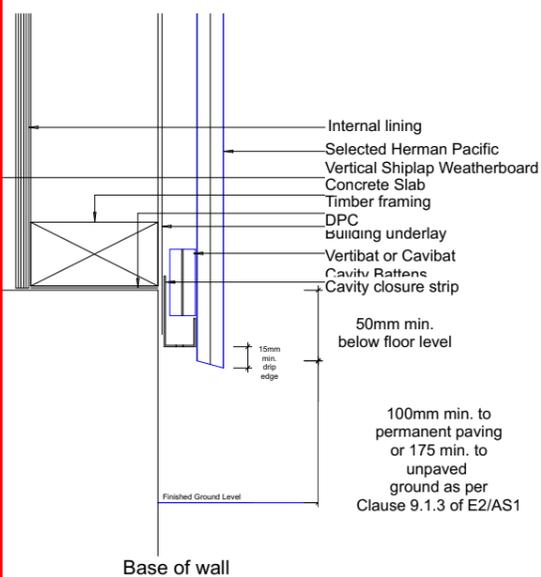
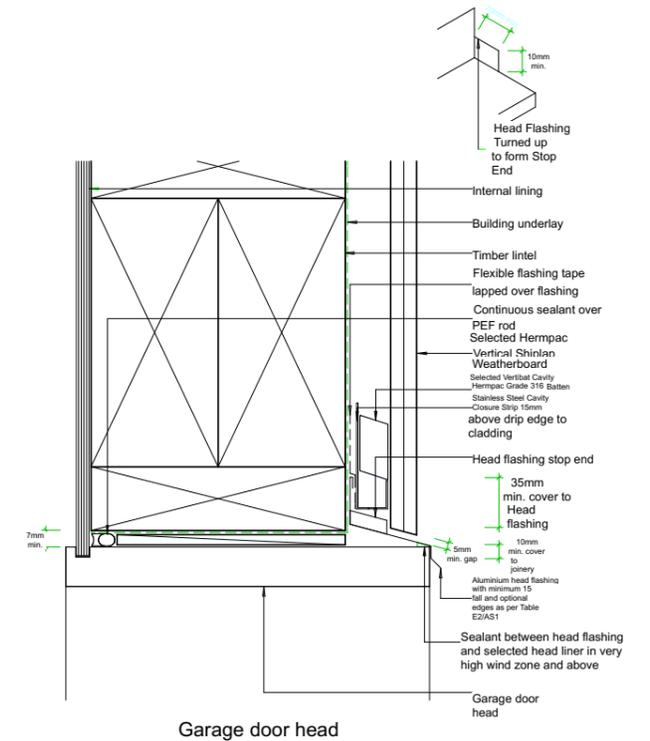
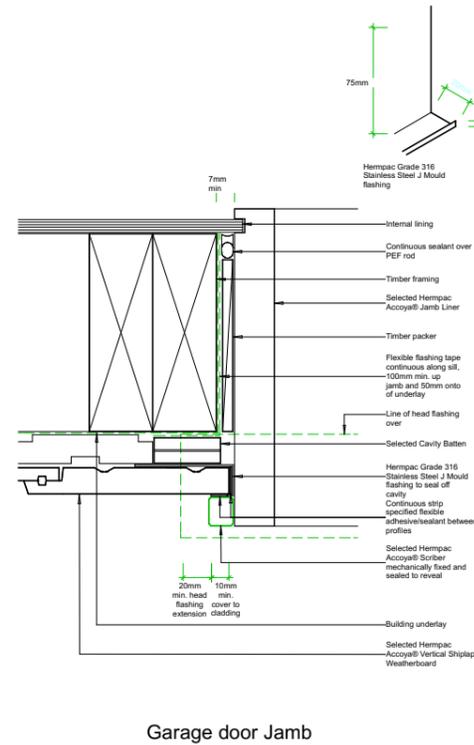
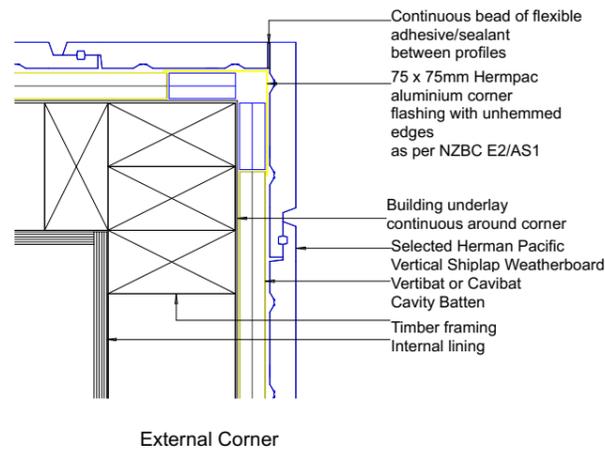
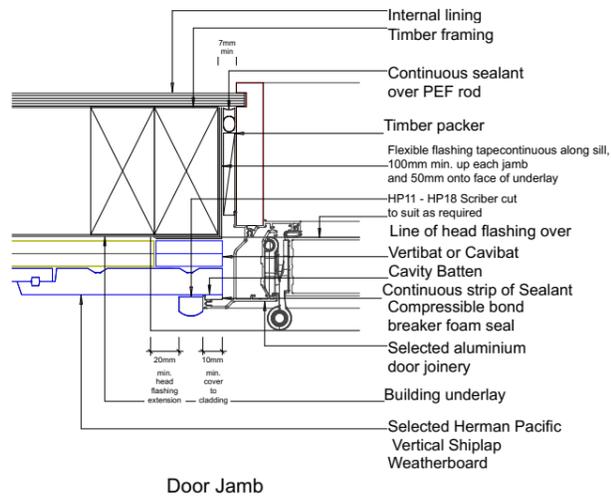


**Foundation overhang**

**rockcote Fixing & Flashing Details**



**rockcote Fixing & Flashing Details**



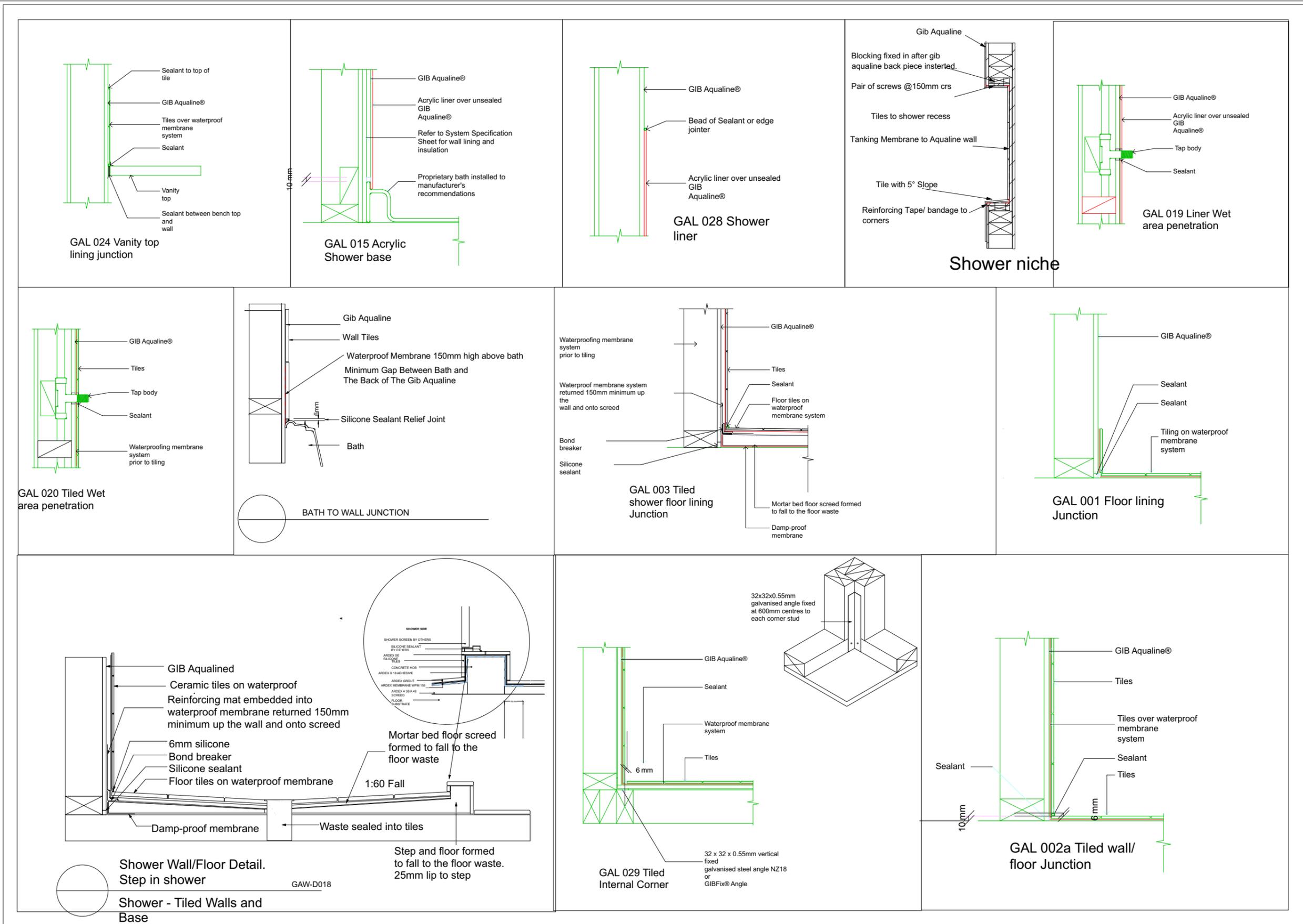
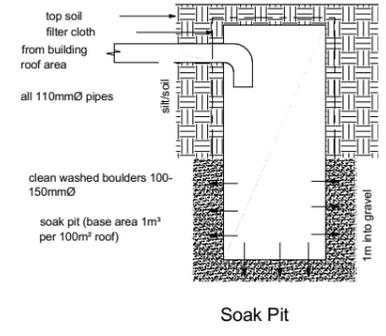
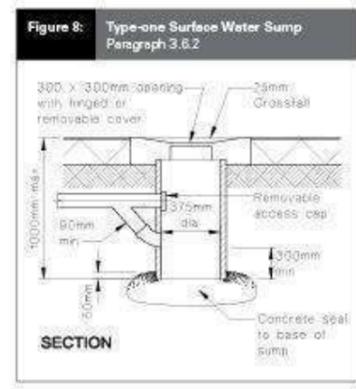


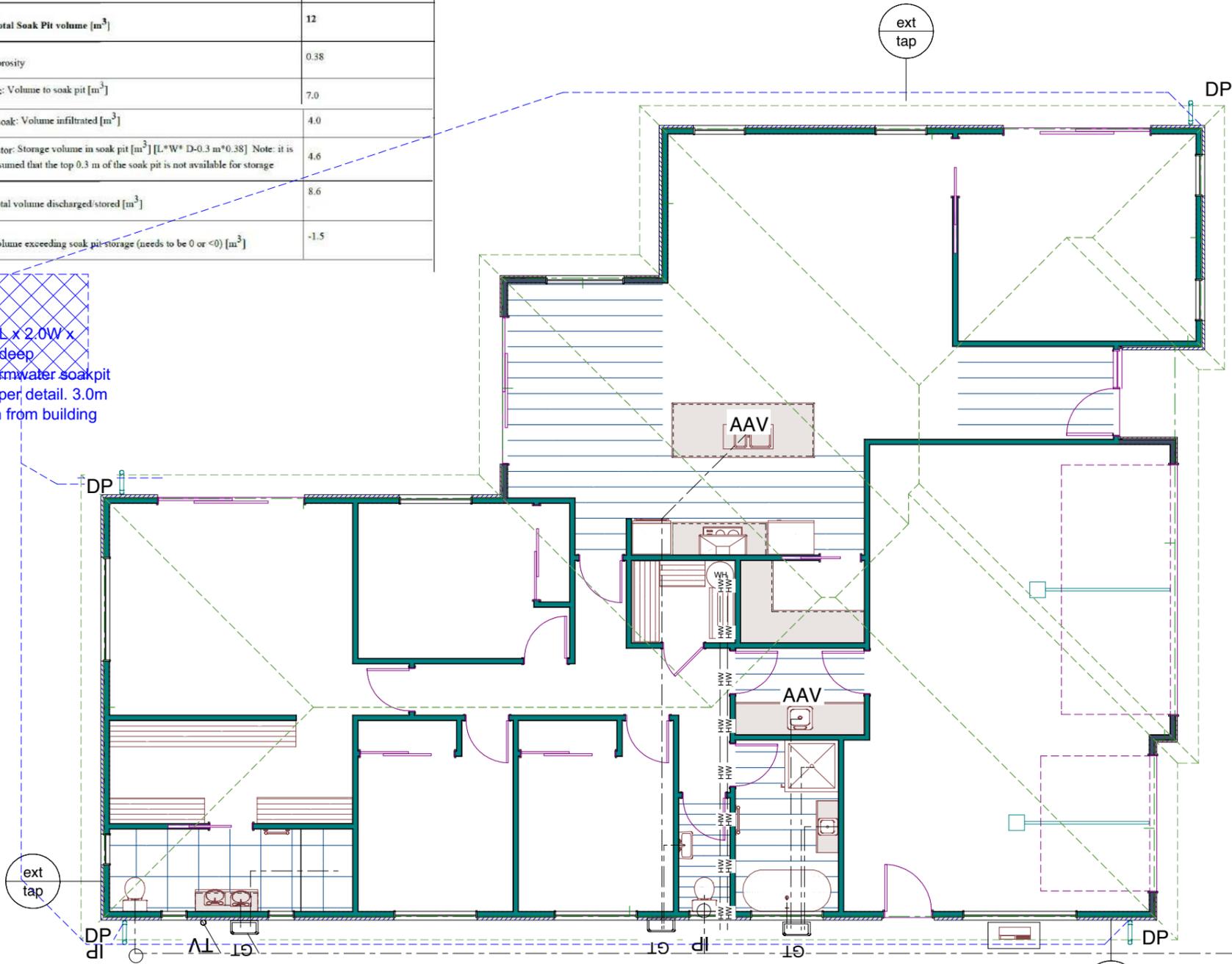
Table 2 presents the minimum soak pit size for the proposed soak pit. It is recommended that the soak pit is located at the front of the site to assist in any future maintenance.

Contributing Area [m <sup>2</sup> ]: roof + drive	345
Length (minimum - can be longer) [m]	2.0
Width (minimum - can be wider) [m]	2.0
Depth (This is an assumed depth, drainlayer to check and excavate to free draining gravels) [m]	3.5
Soak Pit base area [m <sup>2</sup> ]	4.0
Total Soak Pit volume [m <sup>3</sup> ]	12
Porosity	0.38
R <sub>c</sub> : Volume to soak pit [m <sup>3</sup> ]	7.0
V <sub>soak</sub> : Volume infiltrated [m <sup>3</sup> ]	4.0
V <sub>stor</sub> : Storage volume in soak pit [m <sup>3</sup> ] [L*W*D-0.3 m*0.38] Note: it is assumed that the top 0.3 m of the soak pit is not available for storage	4.6
Total volume discharged/stored [m <sup>3</sup> ]	8.6
Volume exceeding soak pit storage (needs to be 0 or <0) [m <sup>3</sup> ]	-1.5

Roof Pitch 15°, Roof area 0m<sup>2</sup> /max catchment area per down pipe 70m<sup>2</sup> = 4 down pipes required. Quadline gutter 6200mm<sup>2</sup>



2.0L x 2.0W x 3.5deep stormwater soakpit as per detail. 3.0m min from building



**Drainage Legend**

Sanitary Fixture	MIN PIPE DIA	MIN GRADE
Basin	40mm	1:40
Bath	40mm	1:40
Washing Machine	40mm	1:40
Kitch Sink/Dishwasher	50mm	1:40
Laundry Sink	40mm	1:30
Shower	40mm	1:40
WC	100mm	1:40
SEWER PIPE	100mm	1:60
STORMWATER PIPE	100mm	1:60

DOWN PIPE	80mm	DP
TERMINAL VENT	80mm	TV
INSPECTION POINT		IP
GULLY TRAP		GT

SEWER  
STORMWATER

Confirm stormwater & sewer connections on site before construction commences.  
100mm Ø PVC sewer & stormwater pipes with gradient of 1-60 min laid in accordance with G13.  
Connect all services to appropriate connections.

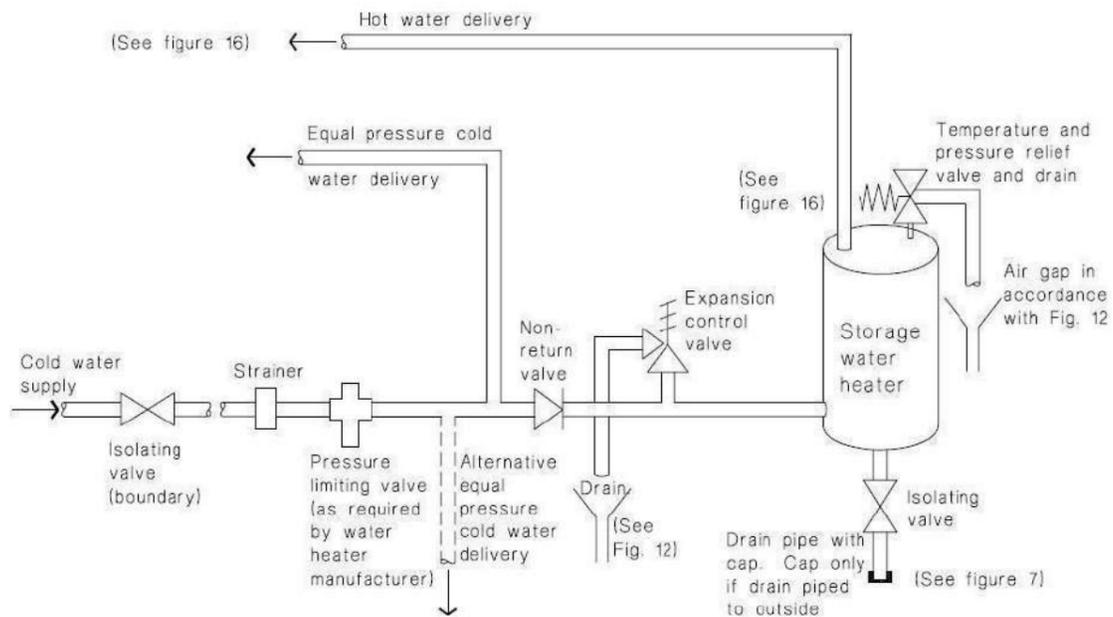
all fixtures more than 3.5m from gully traps shall be fitted with air admittance valves.

Relief gully trap, 150mm below shower base and 75mm above ground level.

20 mmØ HWC copper drainage pipe  
40mm drain pipe for safe tray to over Gully trap fitted with vermin flap

**Drainage Layout.**  
Scale 1-100

**Figure 8: Mains Pressure Storage Water Heater System (unvented)**  
Paragraphs 6.1.2 and 6.2.1 b)



**Table 3: Diameters for floor waste discharge pipes**  
Paragraph 3.4.4

Number of floor wastes	Diameter of waste outlet (mm)	Discharge stack size (mm)
1 - 3	40	40
4 - 6	40	50
1 - 3	50	50
4 - 6	50	80

5.2.3 Performance E3.3.2 states that: Free water from accidental overflow from sanitary fixtures or sanitary appliances must be disposed of in a way that avoids loss of amenity or damage to household units or other property an acceptable method of preventing water damages is to locate a safe tray below the water tank. the safe tray shall incorporate a drain with a minimum diameter of 40mm Where the tank overflow discharges into the safe tray, the diameter of the safe tray drain shall be greater than the overflow pipe from the tank and comply with Paragraph 5.2.2

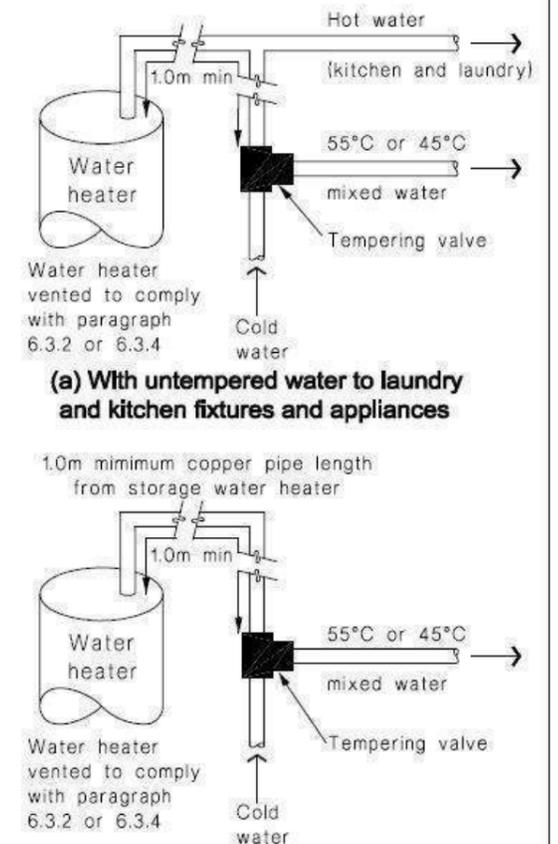
### 5.0 Hot Water Systems

5.0.1 Hot water systems complying with NZS 4305 satisfy the requirements of NZBC H1.3.4 for the provision of hot water to *sanitary fixtures and sanitary appliances.*

Pipe sizes water heater to outlet

Nominal Pipe Size (mm)	10	15	20
Length (m)	25	12	7

**Figure 16: Tempering Valve Installation**  
Paragraph 6.14.2 a)



**(a) With untempered water to laundry and kitchen fixtures and appliances**

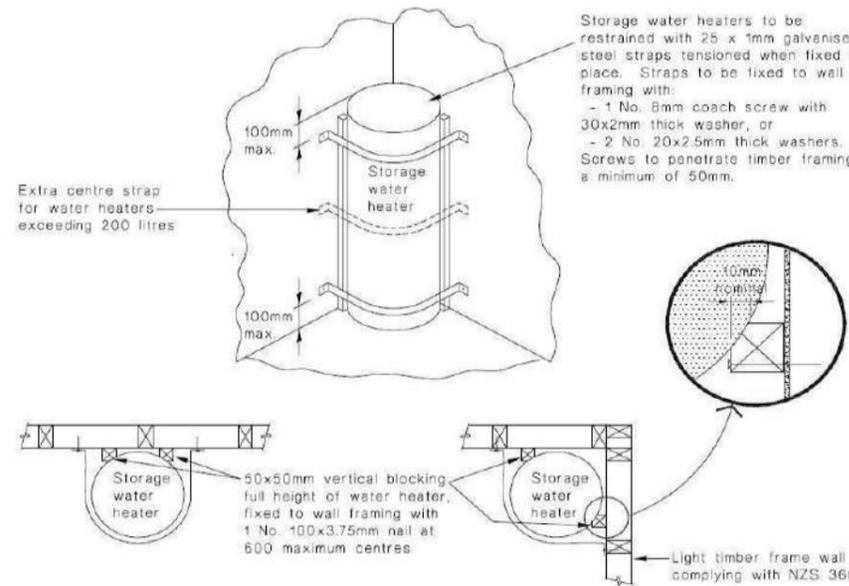
**(b) Where all hot water is tempered**

- Note:
- For optimum system efficiency the tempering valve, for other than a mains pressure system, may be located as low as practicable to achieve the manufacturer's recommended head, at the tempering valve.
  - 1.0m minimum copper pipe length from storage water heater.

### 6.14.3 Legionella bacteria

Irrespective of whether a mixing device is installed, the *storage water heater control thermostat shall be set at a temperature of not less than 60°C to prevent the growth of Legionella bacteria.*

**Figure 14: Seismic Restraint of Storage Water Heaters 90 – 360 litres**  
Paragraph 6.11.4



### Drainage & Piping Details. HWC Restraints

**Table 4: Tempering Valve and Nominal Pipe Diameters**  
Paragraphs 5.3.1 and 6.12.1

	Low pressure (i.e. header tank supply or low pressure)	Low and medium pressure unvented (valve vented) and open vented	Mains pressure
Pressure of water at tempering valve (kPa)	20 - 30	30 - 120	over 300
Metres head (m)	2 - 3	>3 - 12	over 30
Minimum tempering valve size	25 mm	20 mm	15 mm
Pipes to tempering valve	25 mm (see Note 3)	20 mm	20 mm (15 mm optional) (see Note 1)
Pipes to shower	20 mm	20 mm (see Note 4)	20 mm (see Note 5) (15 mm optional) (see Note 1)
Pipes to sink/laundry (see Note 2)	20 mm	20 mm	15 mm
Pipes to bath (see Note 2)	20 mm	20 mm	15 mm
Pipes to basins (see Note 2)	15 mm	15 mm	10 mm

- Notes:
- If supplied by separate pipe from *storage water heater* to a single outlet.
  - This table is based on maximum pipe lengths of 20 metres.
  - 2 m maximum length from *water heater* outlet to tempering valve.
  - 15 mm if dedicated line to shower.
  - 10 mm if dedicated line to shower.
  - Table 3 pipe sizes have been calculated to deliver water simultaneously to the kitchen sink and one other *fixture*.

**DT Design**

Mobile 022 101 8879  
email dtdesignnz@icloud.com

All measurements, distances from boundaries and other relevant details to be confirmed on site and with respective authorities before building commences. E&OE



Proposed Residence For

**Bell Developments**  
110 Ed Hillary Drive  
Rolleston

Date: 8/7/2024

Area:

Scale: NTS Plan #

Drawn By: D Sowerby

Page:

12

**Protection from freezing**

7.2.1 Where there is the likelihood of freezing, hot and cold water supply systems shall be protected in the following manner

- a) piping outside of the building thermal envelope shall be insulated
- b) Piping buried in the ground shall be insulated or installed below a level affected by freezing, and
- c) Storage water heater vent pipes shall be insulated

7.2.2 In climates where freezing temperatures are likely for a period of greater than 24 hours an expansion control valve is required in addition to vent pipe insulation.

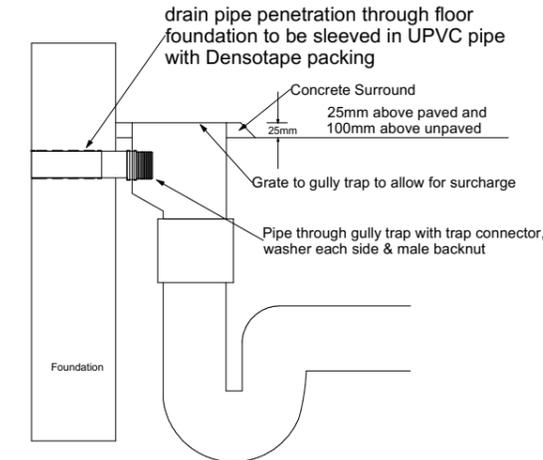
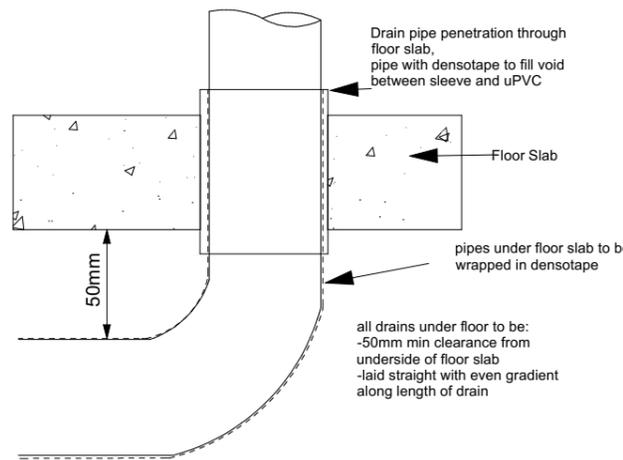
**5.8 Additional Requirements for drains installed under buildings**

5.8.1 Drains installed under buildings shall be:

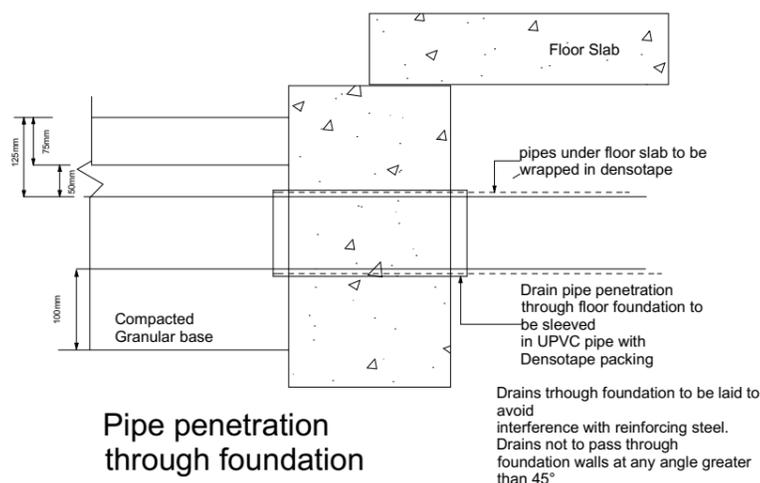
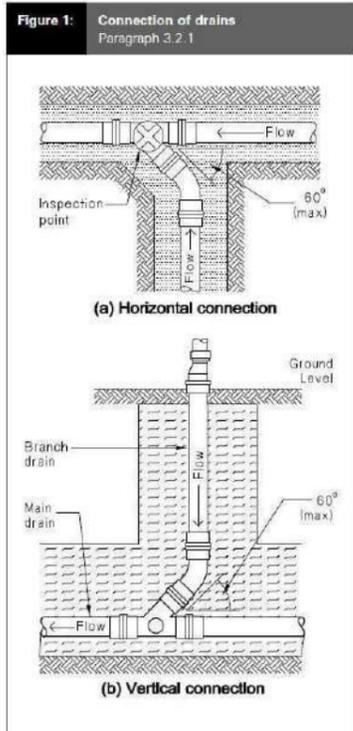
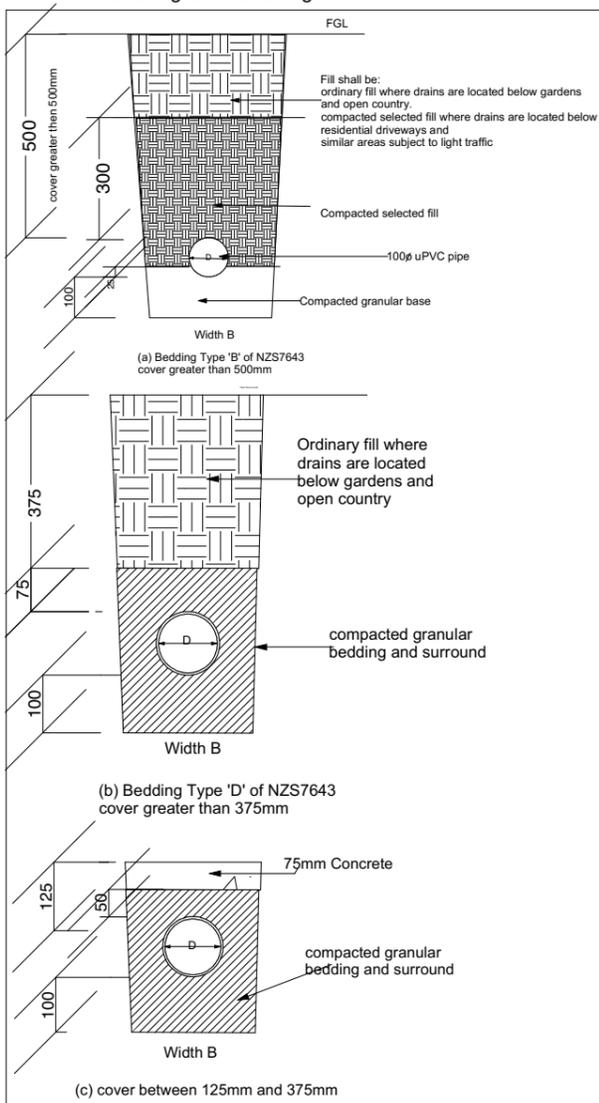
- a) straight and of even gradient,
- B) separated from the building foundation by at least 25mm and
- C) When passing through concrete, sleeved or wrapped in a durable and flexible material to allow for expansion and contraction

5.8.2 Drains passing beneath buildings with a concrete slab on the ground floor shall have in addition to paragraph 5.8.1

- A) 50mm clearance from the top of the pipe to the underside of the slab and
- B) junctions beneath the building joining at an angle of not more than 45°



**bedding and backfilling**

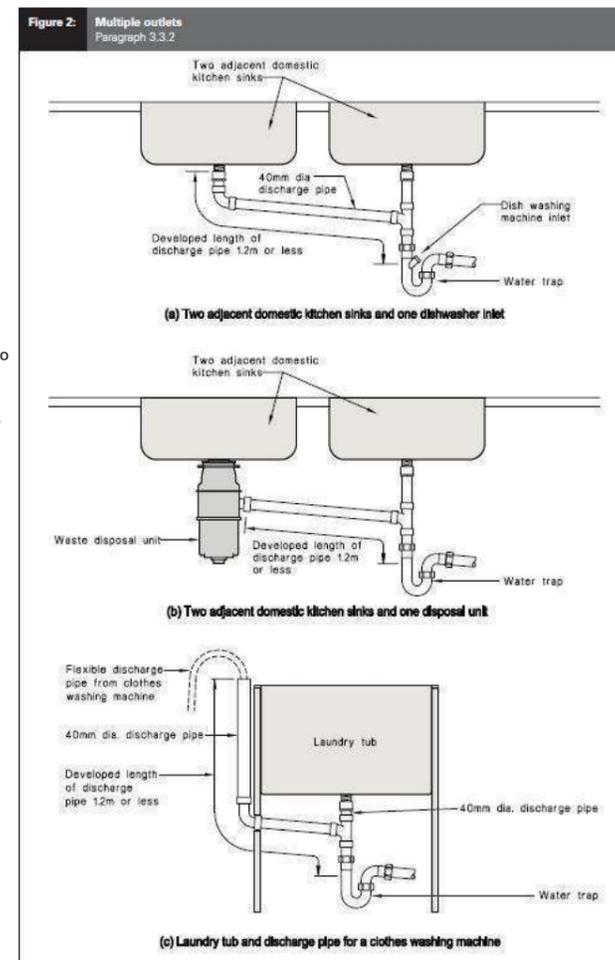


**Pipe penetration through foundation**

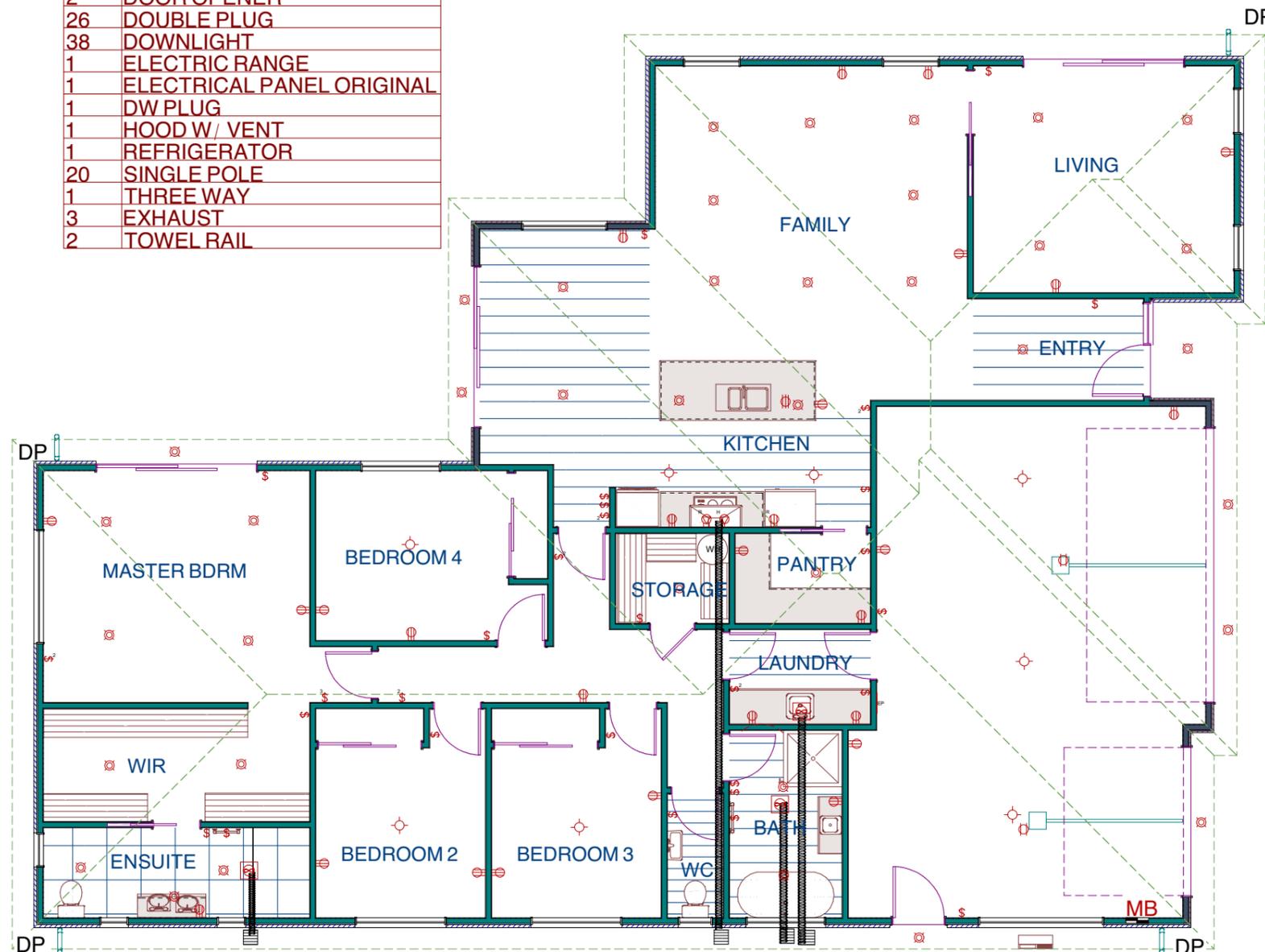
**Thermal movement**

The plumbing system shall accommodate without failure the expected longitudinal movement in pipes resulting from temperature changes. All copper and uPVC pipes shall incorporate expansion joints. The provisions described in Chapter 8 of NZS 7643 shall be used for uPVC pipes.

At supports, and at wall and floor penetrations not incorporating expansion joints, movement shall be accommodated using pipe sleeves or a durable and flexible lagging material.



ELECTRICAL SCHEDULE	
QTY	DESCRIPTION
6	2 WAY
8	BATTEN HOLDER
2	DOOR OPENER
26	DOUBLE PLUG
38	DOWNLIGHT
1	ELECTRIC RANGE
1	ELECTRICAL PANEL ORIGINAL
1	DW PLUG
1	HOOD W/ VENT
1	REFRIGERATOR
20	SINGLE POLE
1	THREE WAY
3	EXHAUST
2	TOWEL RAIL



Smoke Alarm. Complying with BS EN 14604 or UL 217, ULC S531, AS 3786. ISO 12239

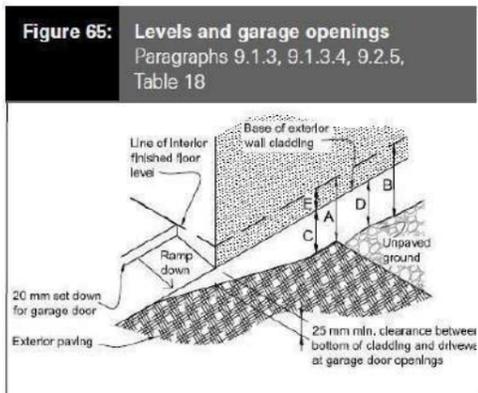
Vent all extractors from Bathrooms and Range hoods to under Soffits

- Power sockets are 300mm above the floor and 500mm from corners where practical.
- Unless specified otherwise, all power sockets shall be double and rated at 10A
- Light switches are 1200mm above the floor or aligned with door handles
- Light switches shall be single or multiple gang as required
- All recessed downlights to be, IC-F rated with 1 per 5m<sup>2</sup> minimum

**Regulations and Building Code Compliance**  
The installation of and all materials and equipment used in this sub-contract shall comply with the requirements of the NZ Wiring Regulations 2010, and the subsequent amendments (hereinafter known as the Regulations) and with all relevant New Zealand Code of Practice. Compliance with the above Regulations will be accepted as a method of complying with To comply with NZECP 51/Clause NZBC G9 of the Building Code

Electrical Layout.  
Scale 1-100

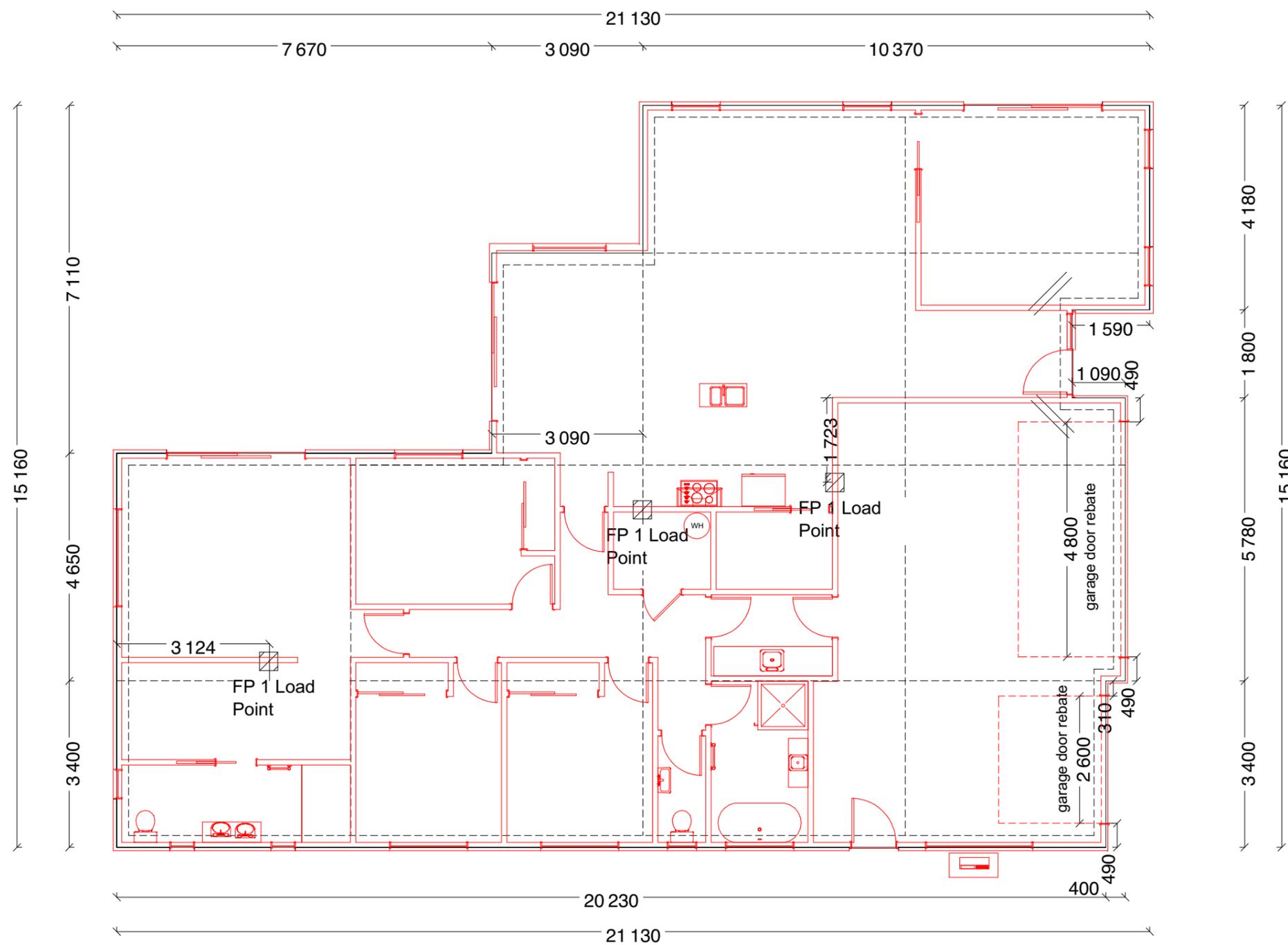
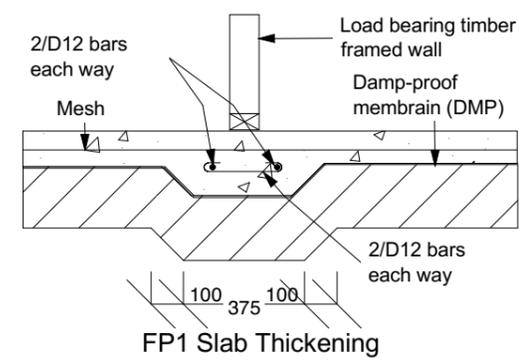
Vent all extractors from Bathrooms and Range hoods to under Soffits



**Table 18: Minimum clearances**  
Paragraphs 9.1.3, 9.1.3.1, 9.1.3.2, 9.1.3.3, 9.1.3.4, 9.1.3.5 and 9.2.7

Minimum clearances (mm)	Masonry veneer		Other claddings				
	A	B	A	B	C	D	E
Concrete slab	100	150	150	225	100	175	50
Timber floor	Refer Note 1)		100	175	502)		

**NOTE:** 1) Refer to NZS 3604 for requirements.  
2) Cladding to extend minimum 50 mm below bearer or lowest part of timber floor framing.



Slab Area 248m<sup>2</sup>  
 FFL = CGL + 225mm  
 Floor 20MPa concrete.  
 Foundation 20MPa concrete  
 100 mm Concrete Slab.  
 Foundation Reinforcing Grade E300.  
 Slab Mesh Grade 500E Ductile  
 Polythene DPM on AP40 compacted with 25mm sand blinding.  
 Slab cuts as shown.  
 Slab thickening as per detail and reference to load points from truss designer if specified.

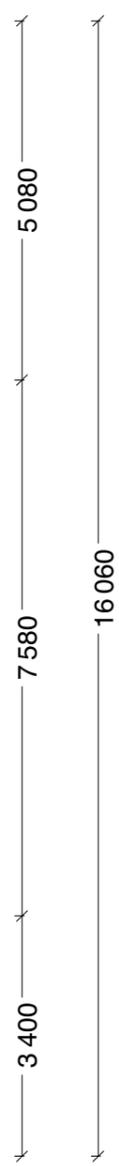
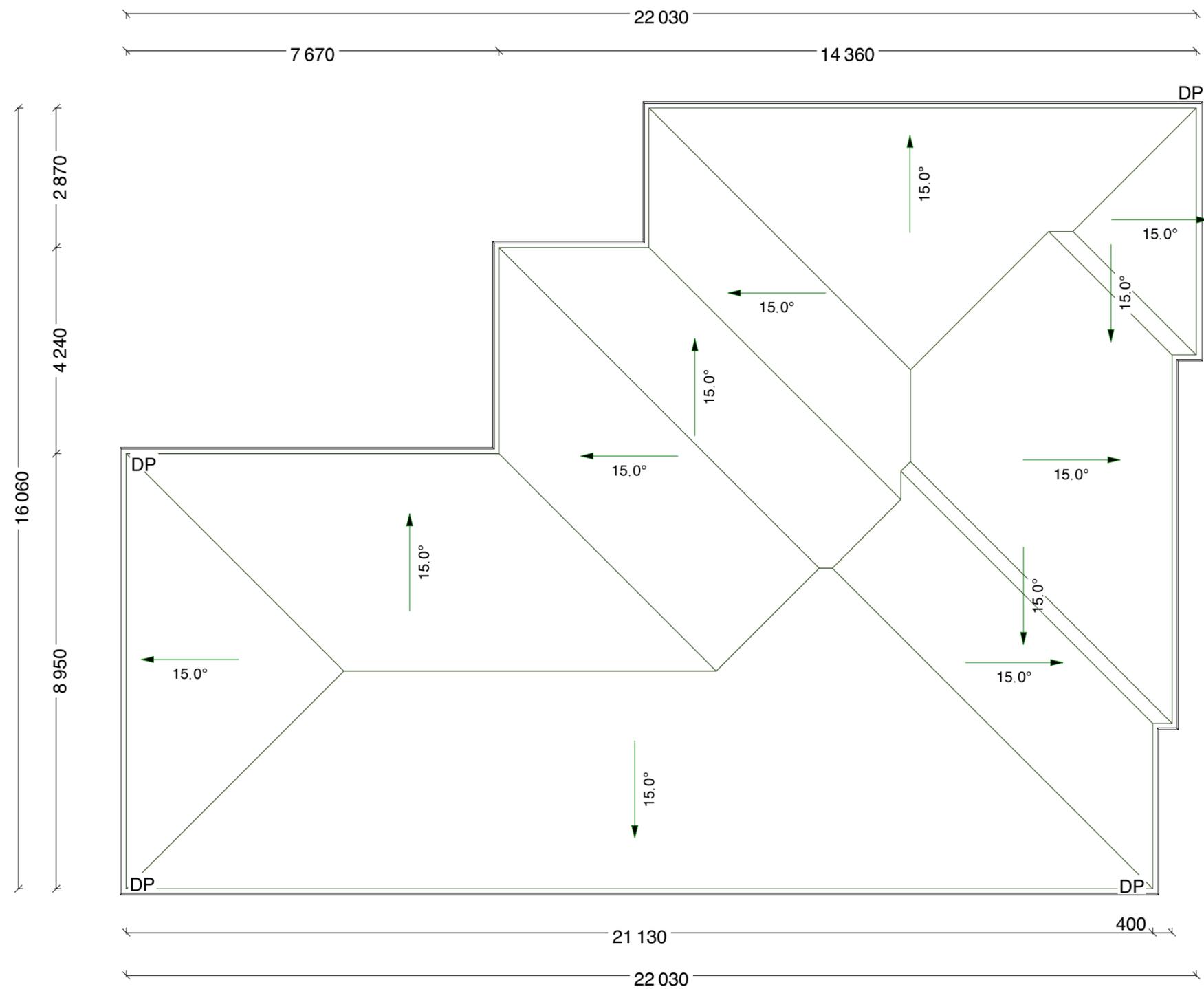
Slab Cuts - - - - -  
 slab thickening

Exterior Slab Finish.  
 Slabs set down 150mm from main floor.  
 Fall of slabs to outer edge 1-60.  
 Slabs to have minimum of brushed finish for anti-slip

ANTI-SLIP:  
 On all access routes (both external & internal). Provide anti-slip surfaces complying with NZBC D1/AS1/Table 2 (except surfaces inside entry doors of housing may be considered as dry area's)

HD12's @ 200mm  
 crs 1200mm long

**Slab Placement Dimensions**  
Scale 1-100



Roof details.  
 Pitch 15°  
 Superdek Coloursteel.  
 Fascia Coloursteel.  
 Spouting Coloursteel.  
 Downpipes 80mmØ

Roof Pitch 15°, Roof area 283 m<sup>2</sup> / max  
 catchment area per down pipe 70m<sup>2</sup> = 4 down  
 pipes required.

294sqm over gutter

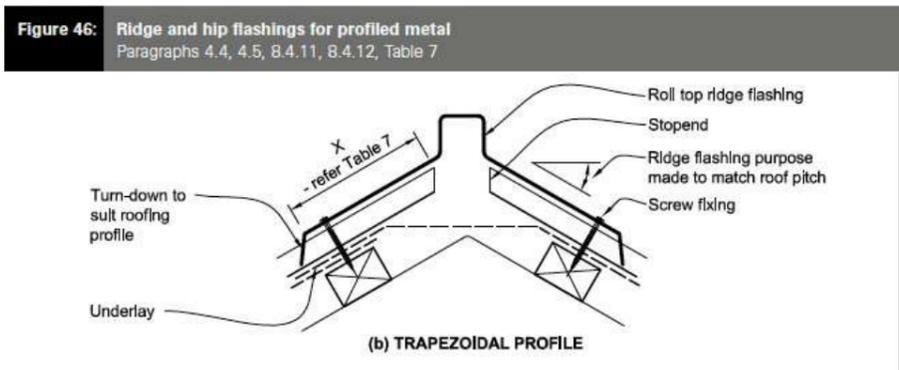
Roof Layout Plan.  
 Scale 1-100

**Table 14:** Steel trapezoidal profiled roofing – 0.4 mm BMT and profile height 27 mm minimum(1), and minimum 5-rib profiles  
Maximum spans and fixing patterns. Refer to Paragraph 8.4.8

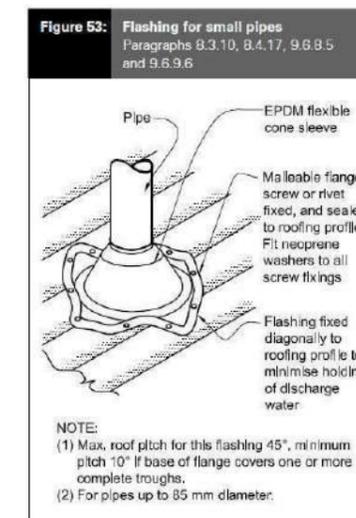
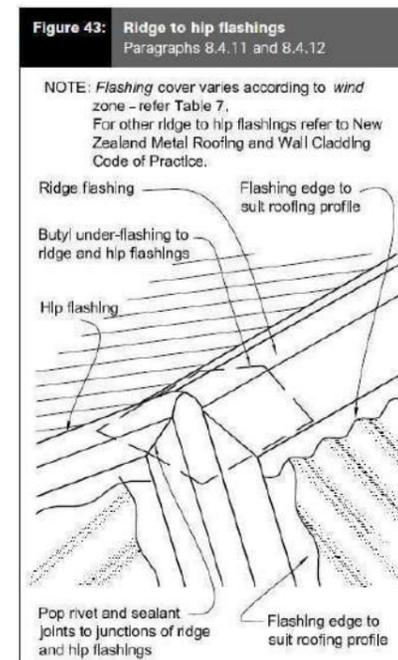
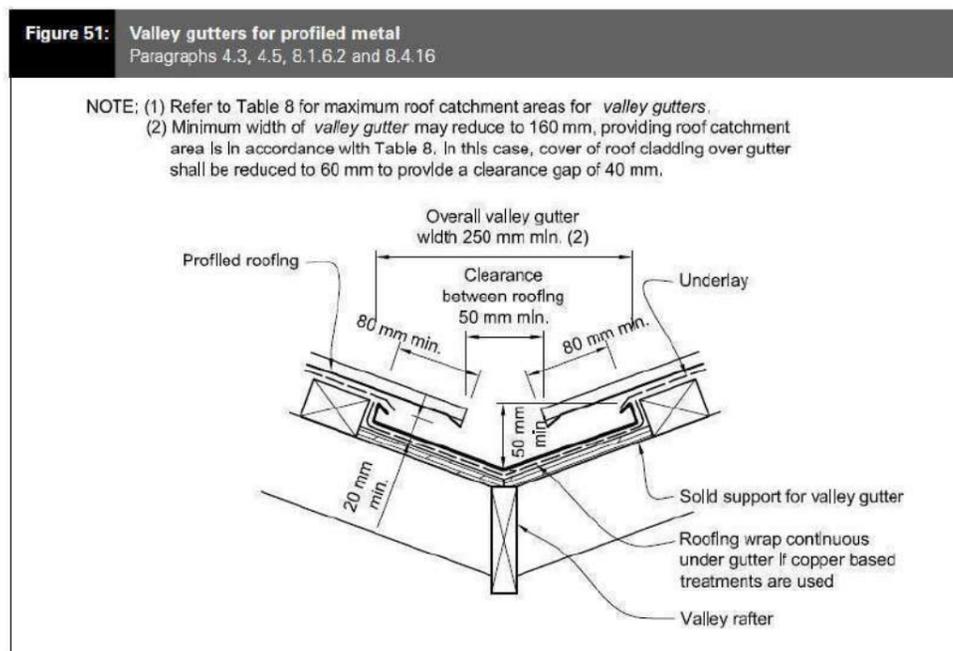
Purlin spacings (metres)		Wind zones		
End span	Intermediate span	Low and Medium	High and Very High	Extra High
0.4	0.6	T2	T2	T1
0.6	0.9	T2	T1	T1
0.8	1.2	T2	T1	T1
1.2	1.8	SED	SED	SED

**NOTE:** T1 fixing pattern is – Fix every crest...  
T2 fixing pattern is – Hit 1, miss 1...  
SED Specific Engineering Design  
(1) For profile heights and pan widths outside this range, refer to supplier's literature for fixing patterns and spans

**NOTE:**  
Top and bottom row of purlins spaced @ 600crs. Balance @ 900crs

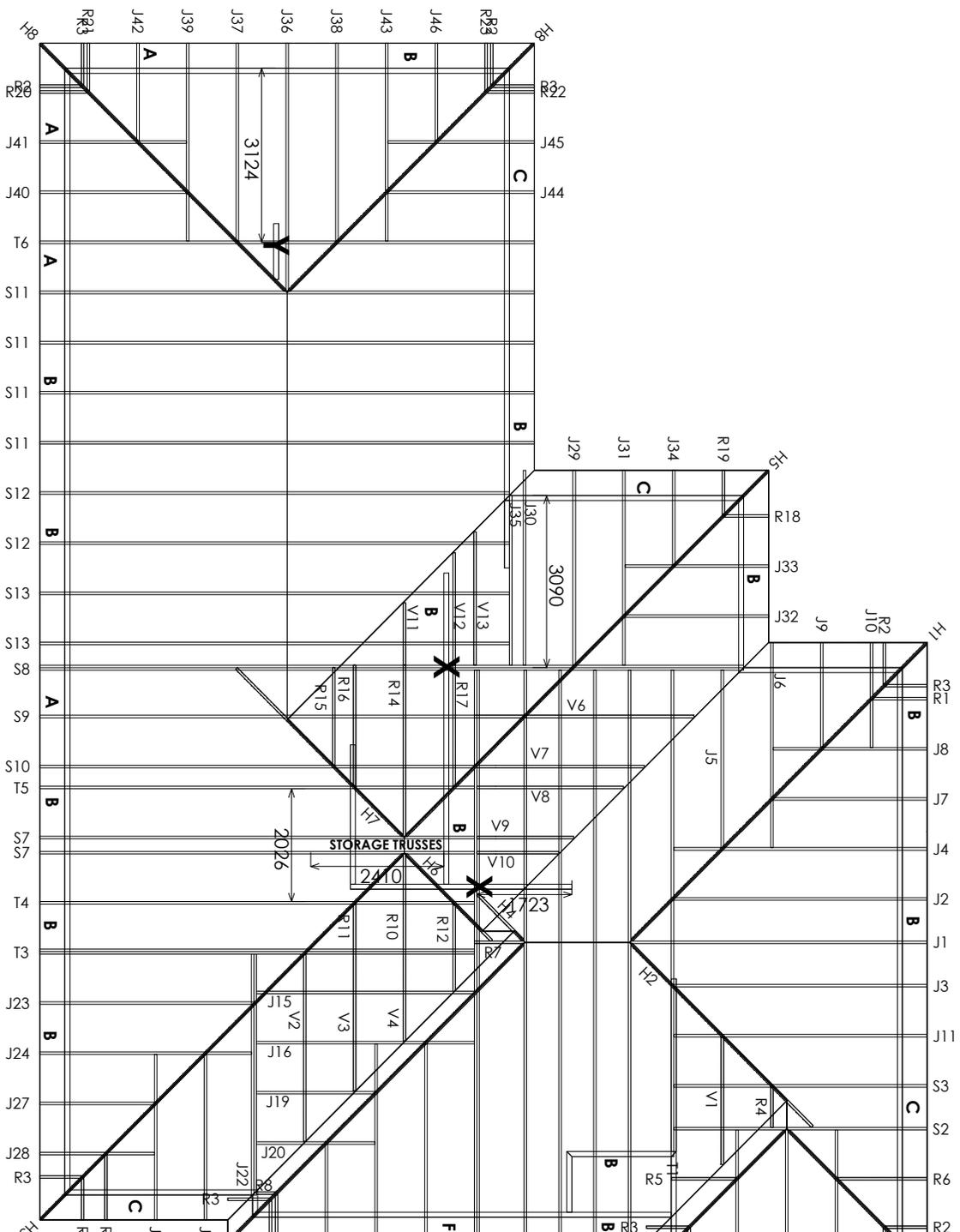


X = 130mm  
Y = 2 crests, finish in next trough.  
Z = 50mm



### Roof Flashing Details

All internal wall shown on this layout are considered to be Load Bearing (loads not exceeding 10 kN)  
X = 28.03kN Download. Type FP1 Slab Thickening Req'd  
Y = 13.66kN Download. Type FP1 Slab Thickening Req'd





# Buying or selling your property?

**REA**  
REAL ESTATE AUTHORITY  
TE MANA PAPAWHENUA

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New Zealand Residential Property  
Sale and Purchase Agreement Guide





## This guide tells you...

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what a sale and purchase agreement is

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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](https://www.rea.govt.nz) and [settled.govt.nz](https://www.settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://www.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](https://www.rea.govt.nz).

# Key things to know about sale and purchase agreements

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- 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

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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

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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

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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](mailto:info@rea.govt.nz) or visit us online at [rea.govt.nz](http://rea.govt.nz)

## About settled.govt.nz

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### 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](http://settled.govt.nz) or email [info@settled.govt.nz](mailto: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.

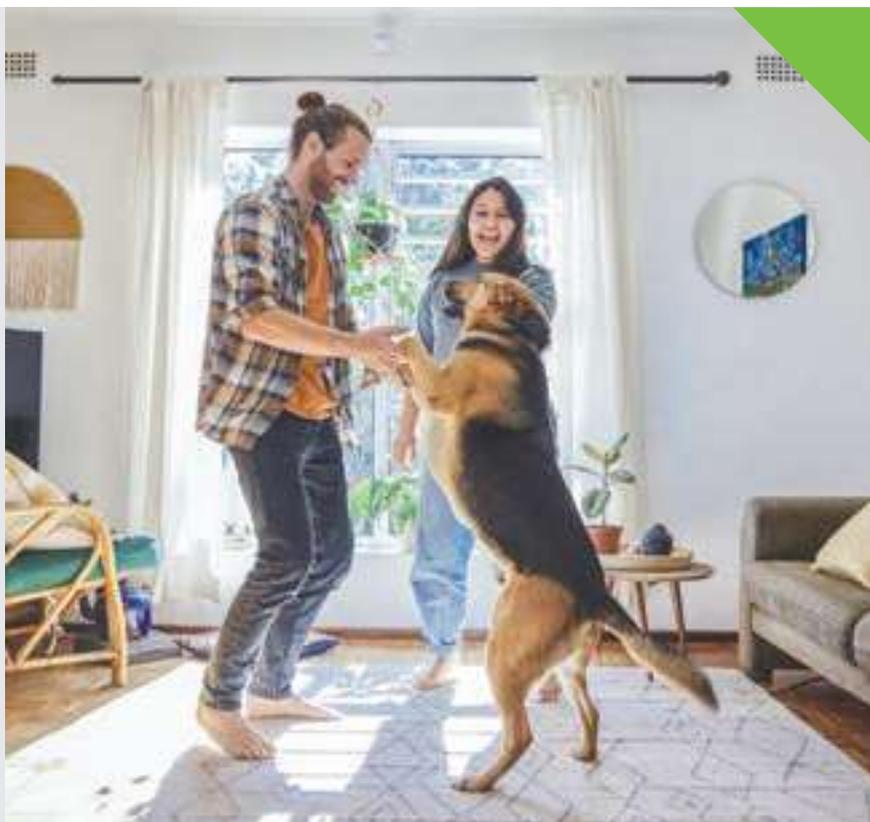
- We provide independent information for people who are buying and selling property through our [settled.govt.nz](https://settled.govt.nz) website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- 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](https://rea.govt.nz), call us on **0800 367 7322** or email us at [info@rea.govt.nz](mailto: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.

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