

PROPERTY INFORMATION

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AMY + SHAR

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shar@asrealestate.co.nz

STATEMENT OF PASSING OVER

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

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 we do not accept any responsibility to any party for the accuracy or use of the information herein.

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

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




R. W. Muir
Registrar-General
of Land

Identifier **116535**
Land Registration District **Canterbury**
Date Issued 10 November 2003

Prior References
CB40B/95

Estate Fee Simple
Area 403 square metres more or less
Legal Description Lot 2 Deposited Plan 328548

Registered Owners

Alistar James Creamer as to a 1/2 share
Helen Creamer as to a 1/2 share

Interests

Subject to Section 59 Land Act 1948

Land Covenant in Transfer A177648.32 - 13.6.1995 at 11.10 am

Appurtenant hereto is a right of way, right of way on foot only and a right to convey water, electricity, telecommunications and computer media and a party wall easement created by Easement Instrument 5791683.3 - produced 7.11.2003 at 9:00 am and entered 10.11.2003 at 9:00 am


Subject to a party wall easement over part marked D on DP 328548 created by Easement Instrument 5791683.3 - produced 7.11.2003 at 9:00 am and entered 10.11.2003 at 9:00 am

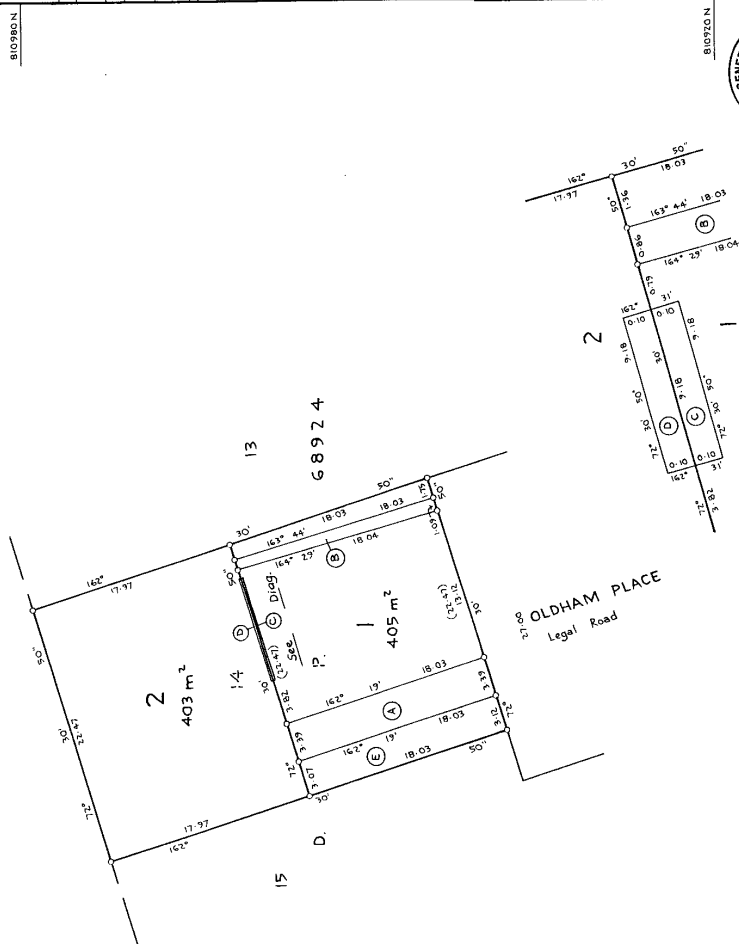
Some of the easements created by Easement Instrument 5791683.3 are subject to Section 243 (a) Resource Management Act 1991

5851579.2 Mortgage to (now) Westpac New Zealand Limited - 23.12.2003 at 9:00 am

349340E

349340E

LT 328548 (Title Plan)
Information for the Registrar

Date 15/10/03




Pt. R. S. 19215
S. O. 10136


810980N

REGISTRAR GENERAL OF LAND
NEW ZEALAND

Diagram
Not to Scale

Approved:  Registered Owners

I hereby certify that this plan was approved by the Surveyor-General in accordance with Section 226 of the Resource Management Act 1991 on this 17th day of October 2003, subject to the granting or reserving of the easements set out in the Memorandum hereon.

Administered Officer: 

Memorandum of Easements			
Nature	Servient Tenement Lot No.	Dominant Tenement	Class
Right of Way on foot only	1	A	2
Right of Way on foot only	1	B	2
Right to convey water, electric power & telephonic communications	1	E	2
Party Wall	1	C	2
	2	D	1

Note: Lot 2 has no frontage to a public road.


Certificate of Title Allocated
Lot 1 116594 Lot 2 116535

Class 1 Survey

Total Area 808 m²

Comprised in C.T. 408/95

I, Colin Edgar Head, being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this plan relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002. This plan is accurate, and has been created in accordance with that Act and is approved.

Sign:  Date 15/10/03

Field Book: Towns Book:
 Reference Plans: 017, 32558, 42771, 42934, 43951, 503, 1016, 1323, 14507

Examined: Correct

Approved as to Survey by Land Information NZ on 7/11/2007

Deposited by Land Information NZ on 09/11/2003

Fig. No. 17/10/03
 DP 328548

LAND DISTRICT Canterbury

Scale 1: 250 Date April 2003

TERRITORIAL AUTHORITY Selwyn District
 Surveyed by Erizeil & Associates 6964
 Scale 1: 250 Date April 2003

Lot 1 & 2 being subdivision of Lot 14 D.P. 68924

A.L. BEYN, SURVEYOR GENERAL, LAND INFORMATION NEW ZEALAND

SCHEDULE B

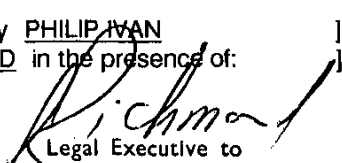
WHEREAS the Transferors wish to establish restrictive covenants over each of the said lots for the benefit of all the other lots set out in Schedule A.

NOW THEREFORE the Transferors as registered proprietors of each of the said lots set out in Schedule A HEREBY TRANSFER to themselves the said PHILIP IVAN REDMOND and JULIAN BEDE RICHARDS LOUGHNAN as Transferees the land in Schedule A hereto AND HEREBY COVENANT with themselves as follows to the intent that such covenants shall be restrictive covenants forever running with each of the said lots for the benefit of all the other lots set out in Schedule A AND the Transferees hereby request that the land covenants be noted in the register.


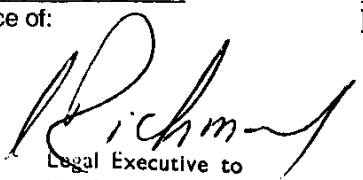
- 1 No building shall be erected or placed on the said property other than either:
 - (a) A new single unit dwellinghouse having a closed-in floor area of not less than 90 m² (exclusive of basement, carport or garage) together with usual appurtenant buildings which may include a detached self-contained minor dwelling unit (granny flat) containing not more than one bedroom and not exceeding 50 m² in gross floor area excluding provision for parking for the said unit, or
 - (b) Multiple dwelling units with each individual dwelling unit having a closed in floor area of not less than 75 m² (exclusive of basement, carport or garage).
- 2 No building shall be erected on the said land other than a new building and secondhand building materials (other than bricks) shall not be used in the construction of any building on the said land.
- 3 Fibrolite materials shall not be used for the outer wall facings (apart from soffits) or other exterior surfaces on any buildings on the said property.
- 4 Electricity and telephonic communication services shall not be transmitted or conveyed over the said land by way of overhead cables and/or poles. All such services shall be conveyed only by way of underground cable or wires.
- 5 No radio, television, telecommunication aerials or satellite dishes shall be placed on the said land other than standard broadcast radio or television reception aerials attached to a dwellinghouse erected on the said land.

IN WITNESS WHEREOF these presents have been executed this 12th day of June 1995

Signed by PHILIP IVAN REDMOND in the presence of:


Legal Executive to
Ms Corcoran French
Solicitors
CHRISTCHURCH

Signed by JULIAN BEDE RICHARDS LOUGHNAN in the presence of:



Legal Executive to
Ms Corcoran French
Solicitors
CHRISTCHURCH

DISTRICT LAND REGISTRAR

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



CANTERBURY N 7

Assistant District Land Registrar
of the District of

TRANSFER

11.10 13.JUN95 A 177648/32
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

CORCORAN FRENCH
Solicitors
KAIAPOI and CHRISTCHURCH



Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 5791683.3 Easement 1

Cpy - 01/01, Pgs - 003, 07/11/03, 08:24



DocID: 210974232



Land registration district

CANTERBURY

Grantor

Surname(s) must be underlined or in CAPITALS.

Mark Andrew CALCOTT, and Robert CURRIE

Grantee

Surname(s) must be underlined or in CAPITALS.

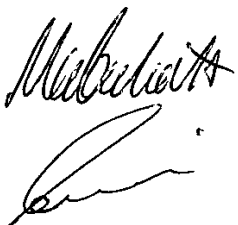


Mark Andrew CALCOTT, and Robert CURRIE

Grant* of easement or profit à prendre or creation or covenant


The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 28th day of October, 2003

Attestation

 Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation A. J. M. SULLIVAN Address SOLICITOR CHRISTCHURCH
	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation A. J. M. SULLIVAN Address SOLICITOR CHRISTCHURCH

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.



Easement instrument

Dated

28 October 2003

Page

2

of

3

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	A	116534	116535
Right of Way on Foot only	B	116534	116535
Right to convey water, electricity, telecommunications, and computer media	E	116534	116535
Party wall	C	116534	116535
	D	116535	116534

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule 2

Insert below
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28 October 2003

Page

3

of

3

Pages

Continuation of Easements of profits a pendre right and power (including terms, covenants and conditions)

Party Wall Easements

This instrument witnesses that each of the parties TRANSFERS AND GRANTS to the other of them an easement of party wall rights in accordance with the provisions set out in this instrument to the intent that the easements so granted shall be forever appurtenant to the land within certificate of title 116534 and the land within certificate of title 116535 respectively.

Covenants

The parties covenant as follows:

- (a) That the existing wall on that part of the boundary line described in this instrument and shown as "C" and "D" on the plan shall be a party wall.
- (b) Subject to due and reasonable notice of arrangements having been made with the occupiers for time being of the areas immediately adjoining the party wall either party may on giving to the other not less than three calendar months' notice in writing of intention so to do:
 - (i) pull down the now existing wall as shown on the plan or any part of that wall or any other part of any building or buildings necessarily involved or required to be pulled down; and
 - (ii) proceed with all reasonable expedition to build a suitable new party wall for ordinary, suitable and proper buildings in accordance with the bylaws and requirements of the territorial authority having jurisdiction over the lands on the boundary line between the respective lands and along such length of the boundary line as may be reasonably required for any building either or both of the parties may be erecting or contemplating erecting.
- (c) That the party building a new party wall shall:
 - (i) take all reasonable care to interfere as little as reasonably possible with the comfort and convenience of the occupiers of the adjoining premises;
 - (ii) during building operations shore up in a proper and competent manner the premises adjoining the party wall; and
 - (iii) make good any damage done to any part of the adjoining premises effected by the demolition and building operations.
- (d) The position or dimensions of any new party wall shall be such that the centre line coincides with the line of the boundary between the respective lands as is shown on the plan.
- (e) No party hereto except in the case of emergency shall remove a piece out of or in any way weaken the party wall or the foundations thereof without the consent of the other party first had and obtained, which shall be requested by at least 30 days notice in writing.
- (e) The maintenance and repair of any party wall under this instrument whether the existing wall or any wall erected in substitution for any part of it shall be borne by the parties equally, except that where any repairs or reinstatement are rendered necessary by the act or default of one party that party shall bear the whole cost of any such maintenance and repair.
- (f) No power is granted or implied in respect of any of the easements created by this instrument for either of the parties in their capacities as servient owners to determine that easement for any breach of covenant (express or implied) or for any other cause whatever. It is the intention of the parties that each easement shall subsist forever or until duly surrendered.
- (g) Any dispute as to the terms or the interpretation of this grant or the liability of the parties shall be determined by an arbitrator under the Arbitration Act 1996 or any Act passed in substitution or amendment, and this clause shall be deemed to be a "submission" within the meaning of that Act.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

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](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

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

What a sale and purchase agreement is

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

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

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

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

General obligations and conditions you have to comply with

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

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

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

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

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

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

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



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

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

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

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

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

Pre-settlement inspection

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

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

Payment of a commission

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

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

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

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

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

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

About settled.govt.nz



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

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

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

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

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

For more information

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



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

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

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

What we do

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

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

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

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

For more information

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



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

