

PROPERTY INFORMATION

A
+ S

AMY + SHAR

021 077 9945 / 027 555 0654

amy@asrealestate.co.nz

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 **1045636**
Land Registration District **Canterbury**
Date Issued 10 August 2022

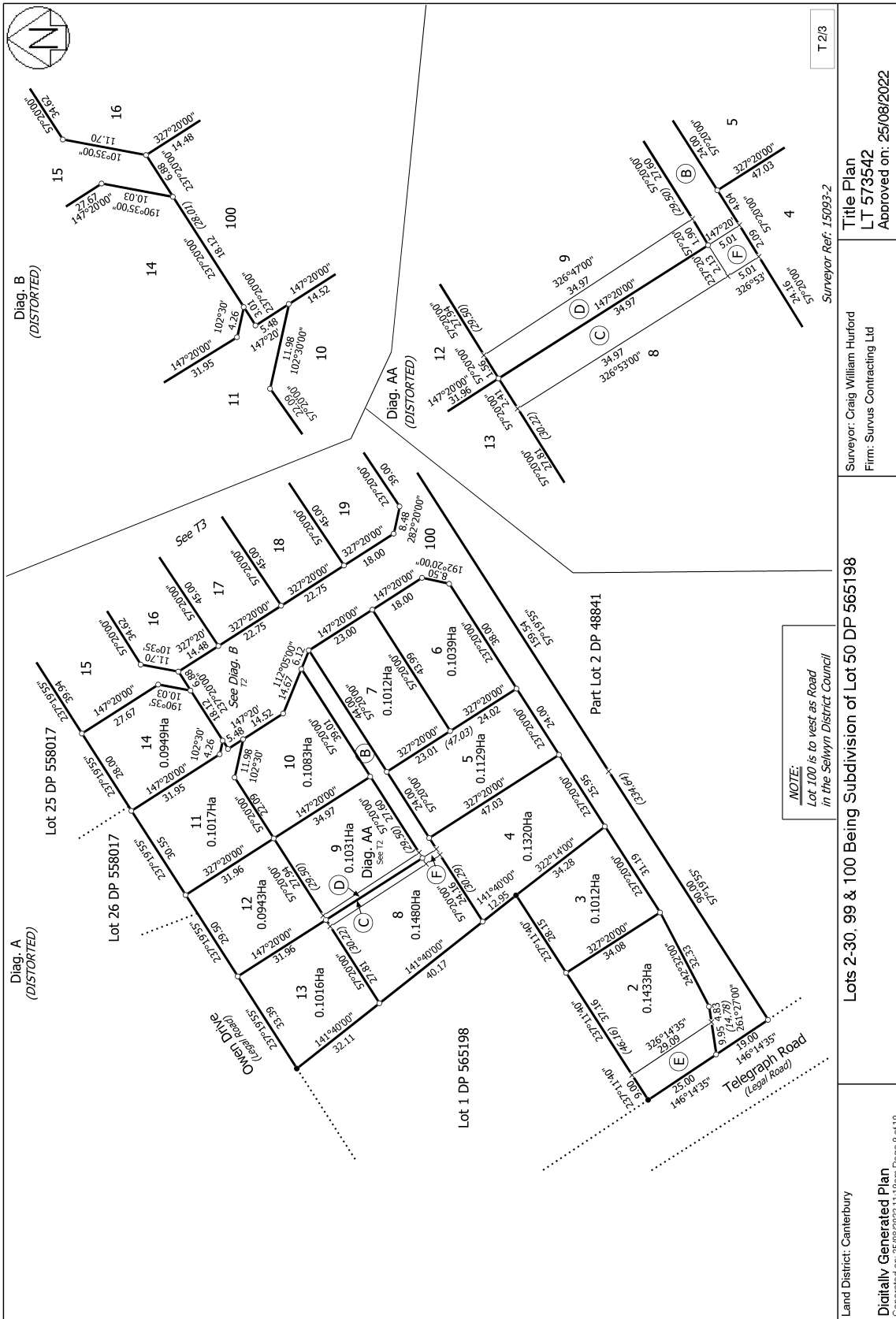
Prior References
1010991

Estate Fee Simple
Area 943 square metres more or less
Legal Description Lot 12 Deposited Plan 573542

Registered Owners
Clearwater Homes Limited

Interests

Appurtenant hereto is a right to drain sewage created by Easement Instrument 12447462.5 - 10.8.2022 at 10:51 am
The easements created by Easement Instrument 12447462.5 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Covenant Instrument 12447462.8 - 10.8.2022 at 10:51 am



T 2/3

Surveyor Ref: 15093-2

Surveyor: Craig William Hurford
Firm: Survus Contracting Ltd

Lots 2-30, 99 & 100 Being Subdivision of Lot 50 DP 565198

Land District: Canterbury

Digitally Generated Plan
Generated on: 25/08/2022 11:19am Page 6 of 10

Title Plan
LT 573542
Approved on: 25/08/2022

View Instrument Details



Instrument No 12447462.5
Status Registered
Date & Time Lodged 10 August 2022 10:51
Lodged By Jeong, Diana Da-Woon
Instrument Type Easement Instrument



Affected Records of Title	Land District
1045632	Canterbury
1045633	Canterbury
1045634	Canterbury
1045636	Canterbury
1045637	Canterbury

Annexure Schedule Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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

I certify that the Mortgagee under Mortgage 12248954.2 has consented to this transaction and I hold that consent

Signature

Signed by Llewellyn Geraldine Teeling as Grantor Representative on 28/07/2022 11:29 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Llewellyn Geraldine Teeling as Grantee Representative on 28/07/2022 11:29 AM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

EAST WEST DEVELOPMENTS LIMITED

Grantee

EAST WEST DEVELOPMENTS LIMITED

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, 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 Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to drain water and sewage, right to convey water, electricity and telecommunications	B on DP 573542	Lot 8 DP 573542 (RT 1045632)	Lot 9 DP 573542 (RT 1045633)
Right to drain sewage	B on DP 573542	Lot 8 DP 573542 (RT 1045632)	Lots 10, 12 and 13 DP 573542 (RTs 1045634, 1045636 & 1045637)
	C & F on DP 573542	Lot 8 DP 573542 (RT 1045632)	Lot 13 DP 573542 (RT 1045637)
	D on DP 573542	Lot 9 DP 573542 (RT 1045633)	Lot 12 DP 573542 (RT 1045636)

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or **substituted** by:

{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}

{the provisions set out in Annexure Schedule _____}

Form 46

ANNEXURE SCHEDULE – CONSENT FORM

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent WESTPAC NEW ZEALAND LIMITED	Capacity and Interest of Person giving consent Mortgagee under Mortgage 12248954.2
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
Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to the registration of:

- the deposit of LT plan 573542 **attached** and all associated instruments; and
- land covenant in the form **attached**.

Dated this 27 day of June 2022

Attestation

<p>Signed by the Person giving consent</p> <p></p> <p>signed by Nigel Cartwright Westpac New Zealand Ltd By its Attorney/s in the presence of</p>	<p>Signed in my presence by the Person giving consent</p> <p></p> <p>Signature of Witness</p> <p>Witness name: <u>Paul Cox</u></p> <p>Occupation: <u>Bank Officer</u></p> <p>Address: <u>Christchurch</u></p>
<p>Signed by the Person giving consent</p> <p>Signature of Person giving consent</p>	<p>Signed in my presence by the Person giving consent</p> <p>Signature of Witness</p> <p>Witness name: _____</p> <p>Occupation: _____</p> <p>Address: _____</p>

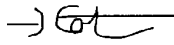
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Nigel Cartwright, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Nigel Cartwright

this 27 June 2022

View Instrument Details



Instrument No 12447462.8
Status Registered
Date & Time Lodged 10 August 2022 10:51
Lodged By Jeong, Diana Da-Woon
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1045626	Canterbury
1045627	Canterbury
1045628	Canterbury
1045629	Canterbury
1045630	Canterbury
1045631	Canterbury
1045632	Canterbury
1045633	Canterbury
1045634	Canterbury
1045635	Canterbury
1045636	Canterbury
1045637	Canterbury
1045638	Canterbury
1045639	Canterbury
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1045647	Canterbury
1045648	Canterbury
1045649	Canterbury
1045650	Canterbury
1045651	Canterbury
1045652	Canterbury
1045653	Canterbury
1045654	Canterbury

Annexure Schedule Contains 10 Pages.

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 Llewellyn Geraldine Teeling as Covenantor Representative on 28/07/2022 11:47 AM

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 Llewellyn Geraldine Teeling as Covenantee Representative on 28/07/2022 11:47 AM

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

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

EAST WEST DEVELOPMENTS LIMITED

Covenantee

EAST WEST DEVELOPMENTS 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 covenant	Lots 2 to 30 on DP 573542	Lots 2 to 30 DP 573542 (RTs 1045626 to 1045654)	Lots 2 to 30 DP 573542 (RTs 1045626 to 1045654)

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].

Form L

Annexure Schedule

Page 2 of 8 Pages

Insert instrument type

Land Covenant

The Covenantor as registered owner of the land formerly contained in Record of Title 1010991 has subdivided that land into residential lots in the manner shown and defined on Deposited Plan 573542.

It is the Covenantor's intention to create, for the benefit of the lots contained in the Benefiting Lots (defined below), the land covenants set out in Schedule A (*Covenants*) over the lots contained in the Covenanting Lots (defined below) to the intent that:

- (i) the Covenanting Lots shall be bound by the stipulations and restrictions set out in the Covenants; and
- (ii) the Covenantee and the registered owners and occupiers for the time being of the Benefiting Lots may enforce the observance of the Covenants against the registered owners for the time being of the Covenanting Lots.

So as to bind the Covenanting Lots, and for the benefit of the Covenantee and the respective owners of the Benefiting Lots, the Covenantor DOES HEREBY COVENANT AND AGREE in the manner set out in Schedule A so that the Covenants run with the Covenanting Lots for the benefit of the Covenantee and the respective owners of the Benefiting Lots.

PROVIDED HOWEVER that:

- (a) the Covenantee will not be required or obliged to enforce all or any of the stipulations and restrictions contained in the Covenants; and
- (b) the Covenantor will not be liable to the Covenantee for any breach of any of the Covenants by any of the other registered owners of the Covenanting Lots; and
- (c) the Covenantor will as regards the stipulations and restrictions contained in the Covenants be liable only in respect of breaches which occur while the Covenantor is the registered owner of any of the Covenanting Lots in respect of which any breach occurs.

SCHEDULE A

1 DEFINITIONS

In this instrument:

Benefiting Lots means lots 2 to 30 (inclusive) on Deposited Plan 573542 or any of them;

Covenanting Lots means lots 2 to 30 (inclusive) on Deposited Plan 573542 or any of them;

Developer means East West Developments Limited and includes its successors and assigns;

Form L

Insert instrument type

Land Covenant

Development means all of the land formerly or currently comprised in record of title 1010991 together with any services, roads, footpaths, verges, parks and reserves;

Erect or *Erected* means place, build, erect, install, attach, situate or construct or permit to be placed, built, erected, installed, attached, situated or constructed;

Height Restricted Lots means lots 2, 3, 4, 8 and 13 (inclusive) on Deposited Plan 573542 or any of them;

Improvements means any residential dwelling and associated buildings or structures, fencing and landscaping to be Erected or incorporated on any of the Covenanting Lots;

Land means all the land comprised in records of title 1045626 to 1045654 (inclusive);

Lots means lots 2 to 30 (inclusive) on Deposited Plan 573542 or any of them;

Relevant Authority means any corporation, including any government, local or regional territorial authority, statutory or non-statutory authority or body having jurisdiction over the Lots or the Development or any part thereof; and

Road Reserve means any land in the Development declared to be a road reserve; and

Satellite Dish means any satellite dish or other communication dish, device, antenna or aerial.

2 COVENANTS TO ENURE

The Covenantor for itself and its successors in title covenants and agrees with the Covenantee for the benefit of each and all of the Benefiting Lots and also separately with each and all of the registered owners of the Benefiting Lots to always observe and perform all of the agreements, stipulations and restrictions set out in the Covenants to the intent that they shall forever enure to benefit the Benefiting Lots.

3 SUBDIVISION

The Covenantor shall not subdivide (whether by fee simple titles, unit titles, cross leases or otherwise) any Covenanting Lot or effect a boundary adjustment to any Covenanting Lot.

4 DWELLING HEIGHT

The Covenantor shall not Erect a residential dwelling or any other Improvement on the Height Restricted Lots greater in height than a single storey

5 IMPROVEMENTS

5.1 The Covenantor must not Erect any Improvements on any Covenanting Lot without first obtaining all consents and permits required under any relevant legislation for such Improvements from the Relevant Authority. The Covenantor must comply and satisfy all terms and conditions in any such consents and permits.

Form L

Annexure Schedule

Page 4 of 8 Pages

Insert instrument type

Land Covenant

5.2 The Covenantor must (and must procure its contractors, subcontractors, employees and/or agents (as the case may be) to) complete construction of any Improvement (including all exterior coatings) within twelve (12) calendar months of the date on which construction commenced.

5.3 The Covenantor must not Erect any dwelling on any Covenanting Lot other than a residential dwelling house which has a minimum closed-in floor area of 180 square metres (including any closed-in lock up garage but excluding verandas, patios and other attached structures).

6 **BUILDING MATERIALS**

6.1 The Covenantor shall not use or allow to be used on any of the Covenanting Lots any second-hand building materials in the construction of or additions to any Improvement.

6.2 Any Improvement on the Covenanting Lot must use exterior colours that are, or that are similar to colours, widely used in residential housing in New Zealand.

7 **LOT CONTROLS**

7.1 All Improvements on the Covenanting Lot shall be located more than 5 metres from the road boundary of the Covenanting Lot.

7.2 All Improvements on the Covenanting Lot shall be located more than 1.5 metres from any boundary of the Covenanting Lot apart from the road boundary of the Lot (in respect of which clause 7.1 above shall apply).

8 **FENCING**

8.1 No fence on the boundary of the Covenanting Lot and any adjoining property shall exceed 1.8 metres in height. No fence other than the fence on the boundary of the Covenanting Lot and any adjoining property or the road boundary of the Covenanting Lot shall be located within 5 metres from the road boundary of the Covenanting Lot.

8.2 No fence may be Erected in corrugated iron, steel cladding or second-hand or demolition materials.

8.3 Where any fence or boundary wall situated on a Covenanting Lot has been defaced, damaged, destroyed or removed, the Covenantor must, within 15 working days, arrange for such fence or boundary wall to be repaired, restored or replaced (as the case may be) using the same or equivalent materials as the original fence or boundary wall so that the repaired, restored or replaced fencing or boundary wall is substantially the same in appearance, location and dimensions as the original fencing or boundary wall.

9 **TEMPORARY OR ANCILLARY BUILDINGS**

9.1 The Covenantor must not Erect or place on any Covenanting Lot any caravan, boat and/or boat trailer, mobile home or other temporary accommodation, hut or shed for permanent or temporary use of any kind except as follows:

Form L

Annexure Schedule

Page 5 of 8 Pages

Insert instrument type

Land Covenant

- (a) the Covenantor may Erect a temporary builder's shed or other utility shed that:
- (i) is required during the course of construction of a residential dwelling on the Covenanting Lot; and
 - (ii) is removed from the Covenanting Lot before any person takes occupation of the residential dwelling on that Covenanting Lot and in any event within 12 months of commencement of construction of the residential dwelling provided that such shed cannot be used for residential accommodation at any time; and
- (b) the Covenantor may Erect a garden shed on the Covenanting Lot, provided that such garden shed:
- (i) must be constructed in new permanent materials, appropriately painted, or be a new proprietary brand, pre-coated with a factory colour finish that will not detract from the visual amenity of the Development and which is in keeping with the colour and nature of the residential dwelling situated on the Covenanting Lot; and
 - (ii) must not be more than one storey in height or exceed 30m² in floor area, and constitutes exempt building work in terms of Schedule 1 of the Building Act 2004.
- 9.2 Except as otherwise provided in this instrument, the Covenantor must not Erect any Improvement (other than landscaping and fencing) in the front yard of the Lot.
- 9.3 The Covenantor must not Erect on the Lot any carport, garage or other ancillary domestic building (including without limitation granny flats, conservatories and sunrooms) which is not incorporated into the primary residential dwelling.
- 10 SERVICES**
- 10.1 The Covenantor must not Erect on the Covenanting Lot or the Improvements any air-conditioning unit, any home heating fuel tanks, gas cylinders, external water heaters, air-conditioning units or similar appliances used to monitor or control the temperature, humidity, or climate within a dwelling, unless such appliance is not visible from any adjacent Benefiting Lot, road, access way, or pathway or is screened in such a manner that it does not detract from the visual amenity of the Development.
- 10.2 The Covenantor must not Erect any solar panels or pool heating devices on the roof of the dwelling unless such device is integrated with the roof design and colour and does not detract from the visual amenity of the Development.
- 10.3 The Covenantor must not Erect a Satellite Dish in the front yard of the Covenanting Lot or on any elevation of the residential dwelling or any other Improvement facing a public road. The Covenantor may Erect a Satellite Dish on the roof of the residential dwelling, provided that such Satellite Dish may not exceed 1.0 metre in diameter.
- 11 IMMOBILE VEHICLES AND RUBBISH**

Form L

Insert instrument type

Land Covenant

The Covenantor will not:

- (a) bring onto or allow to remain on the Covenanting Lot or the Development any vehicle or rubbish (inorganic or organic) which is unsightly or which is likely to become a nuisance to the registered owners of the Benefiting Lots; nor
- (b) allow to remain on the Covenanting Lot or the Development for more than 7 days any equipment or machinery which is unsightly or which is likely to become a nuisance to the registered owners of the Benefiting Lots; nor
- (c) place or leave at any time any immobile or broken down vehicle on any road, road reserve or access way in the Development.

12 SIGNAGE

12.1 The Covenantor must not Erect on the Covenanting Lot:

- (a) any signage which exceeds 2m² in area;
- (b) more than one "builder's" sign at any one time (excluding signs required by current health and safety legislation and/or authorities); and
- (c) more than one "For Sale" or "For Rent" sign at any one time.

12.2 The Covenantor must ensure that any signage Erected on the Covenanting Lot:

- (a) will be of high quality sign writing; and
- (b) must not be handwritten.

13 MAINTENANCE OF IMPROVEMENTS

13.1 The Covenantor must keep and maintain the exterior appearance of any Improvement on a Covenanting Lot to a high standard of care and maintenance and in particular must:

- (a) keep and maintain the exterior of any Improvements situated on the Covenanting Lot in good and substantial tenable repair and condition; and
- (b) regularly clean and paint the exterior of any Improvements as and when required to ensure the continued high standards of visual amenity within the Development.

13.2 The Covenantor must not paint or cause to be painted or otherwise coloured or stained the exterior of any Improvement or other structure on any Covenanting Lot with any colour which materially deviates from the original colour of the residential dwelling. This clause shall only apply for ten (10) years from the date the original paint colour was applied to any residential dwelling or other Improvement on the Covenanting Lot.

14 LANDSCAPING

Form L

Annexure Schedule

Page 7 of 8 Pages

Insert instrument type

Land Covenant

- 14.1 The Covenantor must keep the Covenanting Lot in a neat, tidy and well maintained condition and free of weeds and rubbish and will not permit the growth of grass or other vegetation on the Covenanting Lot to the stage where it becomes long or unsightly, with grass or weeds on the Covenanting Lot not to exceed 150mm in height. The Covenantor must not deposit, hold, store or leave on the Covenanting Lot or the berm (being the area between the boundary of the Covenanting Lot and the curb of the adjacent road or access way) (*Berm*) any excavation material, spoil, fallen trees, rubbish, garbage, builders' waste or other similar substances whatsoever.
- 14.2 Should the Covenantee notify the Covenantor that rubbish removal, slashing, maintaining or clearing of the Covenanting Lot or Berm is necessary to maintain the tidy presentation of the Development, the Covenantor must carry out the works within 10 working days. If the Covenantor fails to comply with the request to remove rubbish, slash, maintain or clear, the Covenantee may employ a contractor to carry out the rubbish removal, slashing, maintaining or clearing and the Covenantor must pay the Covenantee for the cost incurred within 10 working days of receipt of an invoice from the Covenantee setting out the cost incurred.
- 15 BREACH OF COVENANTS**
- 15.1 If there should be any breach or non-observance on the Covenantor's part of any of the Covenants and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person or persons having the benefit of the Covenants the Covenantor will upon written demand being made by the Covenantee:
- (a) pay to the Covenantee as liquidated damages the sum of \$100 for each day that the breach continues as the Covenantor's and Covenantee's estimate of actual damages suffered as a consequence of such breach with the actual damages to be resolved by agreement, arbitration or litigation and appropriate adjustments paid; and/or
 - (b) upon receiving reasonable notice from the Covenantee remedy any breach if capable of remedy on terms and conditions imposed by the Covenantee which may involve being required to remove any structure or building material which breaches the terms of the Covenants; and/or
 - (c) allow the Covenantee the right to lodge a caveat against the Covenanting Lot in breach to protect the sum of any unpaid debt owing to the Covenantee on the basis that any unpaid debt shall be deemed to constitute a contractual charge over the Covenanting Lot owing to the Covenantee until such time that any debt is fully discharged or otherwise satisfied. The Covenantor shall if called upon by the Covenantee give the Covenantee a registrable mortgage in the standard Auckland District Law Society 'All Obligations' mortgage form over the Covenanting Lot to secure those moneys.
- 15.2 All expenses and costs incurred in enforcing the Covenants, shall constitute a debt due that shall be a charge against the Covenanting Lot and shall be recoverable as liquidated damages.

Form L

Annexure Schedule

Page 8 of 8 Pages

Insert instrument type

Land Covenant

16 SEVERABILITY

If any part of this instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this instrument.

Form 46

ANNEXURE SCHEDULE – CONSENT FORM

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent WESTPAC NEW ZEALAND LIMITED	Capacity and Interest of Person giving consent Mortgagee under Mortgage 12248954.2
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
Consent

Without prejudice to the rights and powers existing under the interest of the person giving consent, the **Person giving consent hereby consents** to the registration of:

- the deposit of LT plan 573542 **attached** and all associated instruments; and
- land covenant in the form **attached**.

Dated this 27 day of June 2022

Attestation

<p>Signed by the Person giving consent</p> <p></p> <p>signed by Nigel Cartwright Westpac New Zealand Ltd By its Attorney/s in the presence of</p>	<p>Signed in my presence by the Person giving consent</p> <p></p> <p>Signature of Witness</p> <p>Witness name: <u>Paul Cox</u></p> <p>Occupation: <u>Bank Officer</u></p> <p>Address: <u>Christchurch</u></p>
<p>Signed by the Person giving consent</p> <p>Signature of Person giving consent</p>	<p>Signed in my presence by the Person giving consent</p> <p>Signature of Witness</p> <p>Witness name: _____</p> <p>Occupation: _____</p> <p>Address: _____</p>

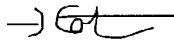
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Nigel Cartwright, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Nigel Cartwright

this 27 June 2022

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



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