

# PROPERTY INFORMATION

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+ S

**AMY + SHAR**

021 077 9945 / 027 555 0654

[amy@asrealestate.co.nz](mailto:amy@asrealestate.co.nz)

[shar@asrealestate.co.nz](mailto:shar@asrealestate.co.nz)

# STATEMENT OF PASSING OVER

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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** **572571**  
**Land Registration District** **Canterbury**  
**Date Issued** 20 March 2012

**Prior References**  
555404

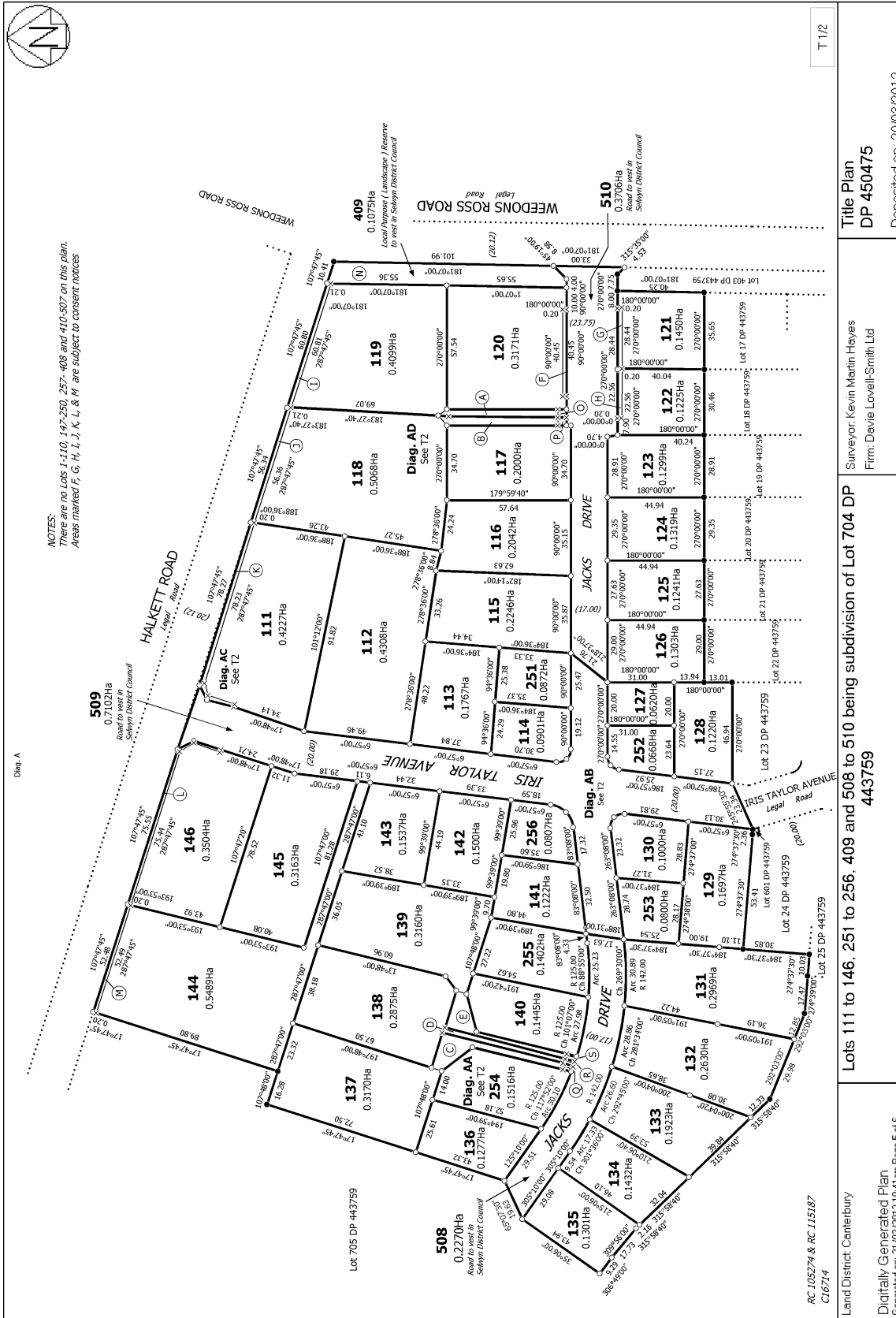
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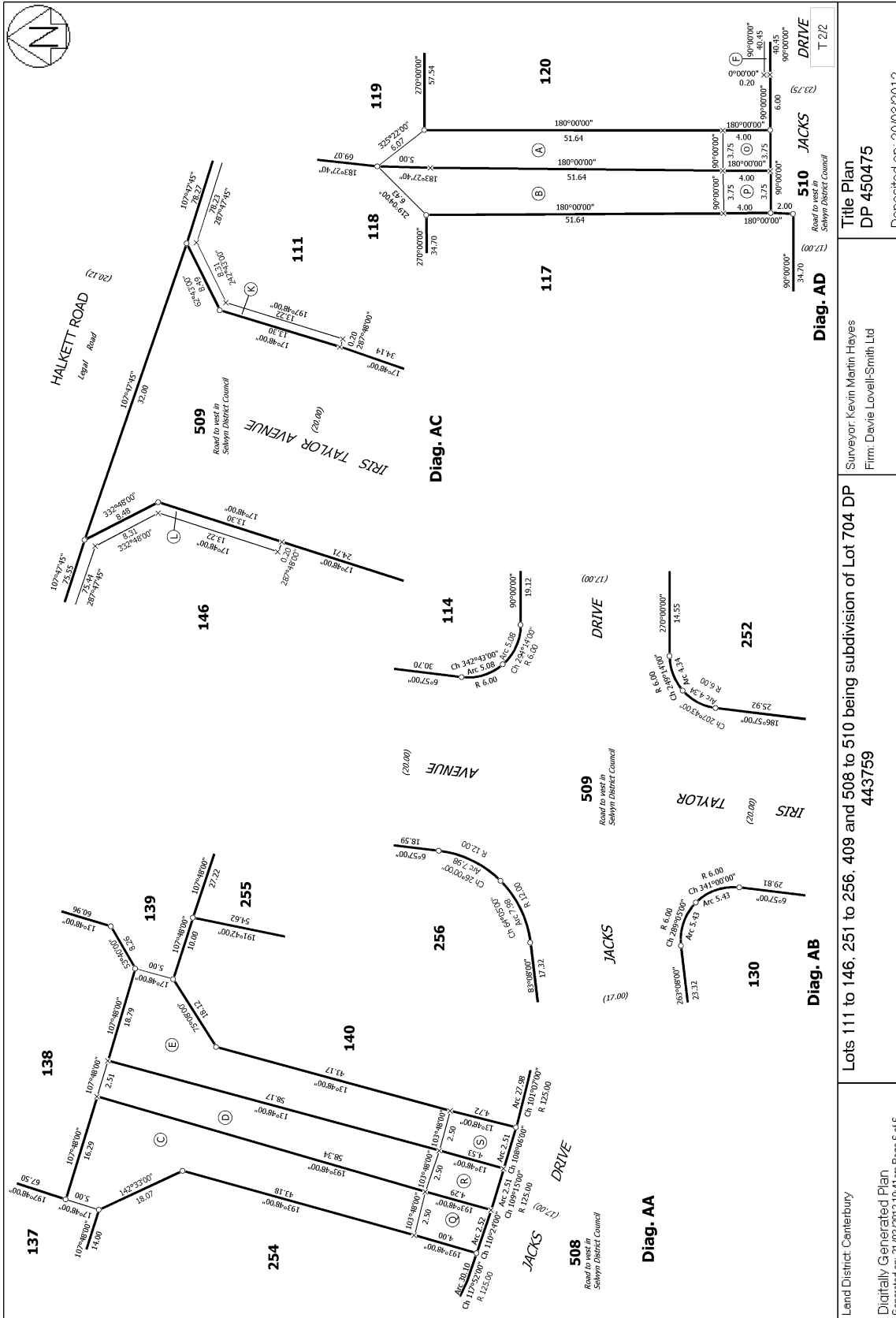
**Estate** Fee Simple  
**Area** 1432 square metres more or less  
**Legal Description** Lot 134 Deposited Plan 450475

**Registered Owners**  
Katherine Karen Lynne Robinson

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**Interests**  
9016189.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 20.3.2012 at 2:10 pm  
Land Covenant in Easement Instrument 9016189.10 - 20.3.2012 at 2:10 pm  
Fencing Covenant in Transfer 9146400.2 - 1.10.2012 at 4:38 pm





Land District: Canterbury  
 Digitally Generated Plan  
 Generated on: 21/03/2012 10:41 am Page 6 of 6

Surveyor: Kevin Martin Hayes  
 Firm: Devlie Lovell-Smith Ltd

**Title Plan**  
**DP 450475**  
 Deposited on: 20/03/2012

**Diag. AA**  
 Road to west in Selwyn District Council

**Diag. AB**  
 Road to west in Selwyn District Council

**Diag. AC**  
 Road to west in Selwyn District Council

**Diag. AD**  
 Road to west in Selwyn District Council

# View Instrument Details



**Instrument No** 9016189.6  
**Status** Registered  
**Date & Time Lodged** 20 March 2012 14:10  
**Lodged By** OGorman, Sarah Clare  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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## Affected Computer Registers    Land District

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**Affected Computer Registers    Land District**

572589

Canterbury

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**Annexure Schedule:** Contains 1 Page.

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**Signature**

Signed by Sarah Clare OGorman as Territorial Authority Representative on 08/03/2012 03:02 PM

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



www.selwyn.govt.nz

IN THE MATTER of the Resource Management  
Act 1991

AND

IN THE MATTER of Resource Consent Application RC  
105274

CONSENT NOTICE PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT  
1991

To: The District Land Registrar  
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision consent as follows:-

*"That as this site is within the West Melton Lighting Observatory Area, any outdoor lighting is to be shielded, so that any light spill is directed at an angle 90 degrees below the vertical."*

AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All those pieces of land being Lots 111 – 146 and 251 – 256 DP 450475 held in Computer Freehold Registers 572548 to 572589

DATED this 8<sup>th</sup> day of March 2012

SIGNED for and on behalf of  
THE SELWYN DISTRICT COUNCIL

 Authorised Officer

# View Instrument Details



**Instrument No** 9016189.10  
**Status** Registered  
**Date & Time Lodged** 20 March 2012 14:10  
**Lodged By** OGorman, Sarah Clare  
**Instrument Type** Easement Instrument



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## Affected Computer Registers    Land District

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| 572588 | Canterbury |

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**Affected Computer Registers    Land District**

572589

Canterbury

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**Annexure Schedule:** Contains 7 Pages.

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**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 8986330.3 has consented to this transaction and I hold that consent

**Signature**

Signed by Sarah Clare OGorman as Grantor Representative on 08/03/2012 03:04 PM

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**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 Sarah Clare OGorman as Grantee Representative on 08/03/2012 03:04 PM

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

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

2009/6229EF  
 APPROVED  
 Registrar-General of Land

Grantor

GW West Melton Limited

Grantee

GW West Melton Limited

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

| Purpose (Nature and extent) of easement; <i>profit</i> or covenant | Shown (plan reference) | Servient Tenement (Computer Register)   | Dominant Tenement (Computer Register) or in gross                              |
|--|------------------------|---|--|
| Land Covenants   | DP 450475              | DP 450475<br>672548-672589<br>(inclusive)<br>(Lots 111-146 and 251-256 inclusive) | DP 450475<br>672548-672589 (inclusive)<br>(Lots 111-146 and 251-256 inclusive) |

**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 2002 and/or Schedule Five of the Property Law Act 2007~~

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

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

~~[the provisions set out in Annexure Schedule \_\_\_\_\_]~~

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; 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 ]

Annexure Schedule 2  
PRESTON DOWNS – LAND COVENANTS  
STAGE FOUR

**(A) The Grantor shall not:**

1. Permit any works to be carried out on the site (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 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 said 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 issue 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. Erect or permit to be erected or placed on the land any dwelling house<sup>1</sup>:
  - a) on lots designated as Medium Density<sup>ii</sup>, having a floor area of less than 160m<sup>2</sup> (including garage) under one roof<sup>iii</sup>;
  - b) on lots designated as Low Density<sup>ii</sup>, having a floor area of less than 180<sup>2</sup> (including garage) under one roof;
  - c) greater than one storey on Lots less than 1,300m<sup>2</sup> (net);
4. Further subdivide or build more than one dwelling unit on any allotment however the Grantee retains the right at all times to further subdivide or approve any other subdivision of any lot or any future stage. This Clause 4 shall expire and be of no further effect on 31<sup>st</sup> December 2020.
5. 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 28-degree roof pitch<sup>iv</sup>. This Clause 5 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
6. 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 6 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
7. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.

8. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan, letterbox plan and external colour scheme) that have been approved by the Grantee in its sole discretion prior to the commencement of building. In considering plans for approval the Vendor shall take into account Architectural Merit, Colours, and Visual Appearance. A construction bond of \$2,000 is payable to the Grantee prior to any construction works taking place. This Clause 8 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
9. On lots designated as Medium Density<sup>l</sup>, 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. On lots designated as Low Density<sup>l</sup>, 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 within 10m of the legal road frontage. The maximum width of the road crossing shall be 4.5m at the road boundary and should be off-set 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 allotment, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Grantee and/or the Selwyn District Council. Where the Grantee has constructed a sealed driveway to the lot, this access point must be used by the Grantor as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Grantee prior to 31<sup>st</sup> December 2016.
10. 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 Grantee's sole discretion are obtrusive.
11. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
12. Erect or permit to be erected on the land any fence or boundary wall:
  - a) within 3.0 metres of the road boundary<sup>f</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) Where the secondary road frontage is fenced on the boundary in (i) above, such fencing shall be finished at least 1.0 metre behind the main building line;
  - (iv) Approval of fence design may be declined at the Grantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision.
- b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Grantee. Approval of fence design may be declined at the Grantee'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";
- 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 with timber palings on the same side of the rails as the posts and timber capping unless otherwise approved by the Grantee;
- d) On lots within the low density areas as shown in the Selwyn District Plan (Living WM) any fence other than rural style being post and wire, post & rail or similar;
- however the Grantee retains the right at all times to erect boundary fencing on any boundary fronting a reserve or the road boundary of any lot where access is restricted by a Link Strip, Consent Notice or other device as shown on the Subdivision Application Plan and any right of way boundary of any lot. Such fencing erected by the Grantee shall not be removed without prior written consent of the Grantee. This Clause 12 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
13. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the said lot. Should damage occur, the Grantor shall immediately repair such damage. If such damage is not immediately repaired, the Grantee shall have the right to rectify such damage with reasonable costs to be met by the Grantor, payable on demand.
14. Remove or relocate from the lot any fence, tree or shrub constructed or installed by the Grantee that is within 2.0 metres of the road frontage without the prior written consent of the Grantee. This Clause 14 shall expire and be of no further effect on 31<sup>st</sup> December 2016.
15. Permit any rubbish, including Builders waste materials to accumulate or to be placed upon the land or any adjoining land or permit grass or weeds to grow to a height exceeding 100mm. The Grantee shall have the right to remove any building materials from the site 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 Grantor, payable on demand.

16. Permit the erection of any sign on the property other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Grantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Grantee and prior written consent is obtained. The Grantee shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without written consent of the Grantee. The Grantee shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause 17 shall expire and be of no further effect on 31<sup>st</sup> December 2016.

**General Covenants:**

18. In the event that the Grantor disagrees with an exercise of discretion by the Grantee under clause 8 above then the matter shall be referred to an architect nominated by the Grantee. The consent of the Grantee shall be deemed to be given if such Architect certifies that the proposed buildings and improvements on the land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.
19. The Grantee shall neither be required nor be liable to enforce such above Covenants.
20. The Grantor (including all successors in title and subsequent assignees of the property) covenant with the Grantee (including any subsidiary or associated company of the Grantee or successor or assigns to the Grantee) 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 Grantee from progressing and completing the Preston Downs development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Preston Downs Development. This covenant 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 Grantee may own or subsequently purchase to progress such development.

<sup>i</sup> Floor area measurements shall be based on the outside slab dimensions. The lot areas stated are net areas (exclusive of area of Access Lot, Right of Way or Driveway shared with any other Lot). The Grantee retains the right to approve the construction of a dwelling less than the minimum area required by this covenant if in their sole discretion it is deemed to not be of detrimental effect to the subdivision.

<sup>ii</sup> The Medium and Low Density Designations are referenced to the Outline Development Plan (Living WM) in the Selwyn District Plan.

<sup>iii</sup> Garaging or covered parking which is separate to the dwelling will be considered if in the opinion of the Grantee such design is comprehensive and appropriate for the circumstances.

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

<sup>v</sup> The Grantee retains the right to approve fencing within 3.0m of the road frontage due to the irregular shape, site or orientation of the lot. For the removal of doubt, the word 'road' includes right of way and access lot or any lot to vest in the Selwyn District Council.

<sup>vi</sup> The Grantee may at its 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** 9146400.2  
**Status** Registered  
**Date & Time Lodged** 01 October 2012 16:38  
**Lodged By** Loscalzo, Lisa

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**Affected Computer Registers** **Land District**  
572571 Canterbury

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## Transferors

GW West Melton Limited

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## Transferees

David Robert Short and Jillian Laura Davey Short

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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 21/08/2012 01:11 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 Angela Kate Dunbar as Transferee Representative on 01/10/2012 12:54 PM

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

# 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

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what happens after you sign the sale and purchase agreement

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what happens if you have a problem

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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)



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