

PROPERTY INFORMATION

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+ S

AMY + SHAR

021 077 9945 / 027 555 0654

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shar@asrealestate.co.nz

STATEMENT OF PASSING OVER

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




R. W. Muir
Registrar-General
of Land

Identifier 1240045
Land Registration District Canterbury
Date Issued 03 June 2026

Prior References
519943

Estate Fee Simple
Area 3390 square metres more or less
Legal Description Lot 3 Deposited Plan 617128

Registered Owners
Richard Edward James Ball

Interests

13460392.2 Mortgage to Bank of New Zealand - 8.12.2025 at 4:16 pm

Subject to a right of way, a right to drain sewage and water, and a right to convey electricity, telecommunications, and water over parts marked A and B on DP 617128 created by Easement Instrument 13554857.2 - 3.6.2026 at 10:17 am

The easements created by Easement Instrument 13554857.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey water over part marked B on DP 617128 in favour of Selwyn district Council created by Easement Instrument 13554857.3 - 3.6.2026 at 10:17 am

The easements created by Easement Instrument 13554857.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 13554857.4 - 3.6.2026 at 10:17 am

13554857.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.6.2026 at 10:17 am



View Instrument Details

Instrument No	13554857.3
Status	Registered
Lodged By	Wilson, Callan Rhys
Date & Time Lodged	03 Jun 2026 10:17
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1240043	Canterbury
1240044	Canterbury
1240045	Canterbury
1240046	Canterbury

Annexure Schedule Contains 7 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 13460392.2 has consented to this transaction and I hold that consent

Signature

Signed by Callan Rhys Wilson as Grantor Representative on 03/06/2026 10:14 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 Scott James Holdaway as Grantee Representative on 11/03/2026 10:55 AM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Richard Edward James BALL

Grantee

SELWYN DISTRICT COUNCIL

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 to convey water	Area "C" Deposited Plan 617128	Lot 1 Deposited Plan 617128 (RT 1240043)	In gross
	Area "D" Deposited Plan 617128	Lot 2 Deposited Plan 617128 (RT 1240044)	
	Area "B" Deposited Plan 617128	Lot 3 Deposited Plan 617128 (RT 1240045)	
	Area "E" Deposited Plan 617128	Lot 4 Deposited Plan 617128 (RT 1240046)	

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] [negatived] [added to] or [substituted]~~ by:

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

~~[the provisions set out in Annexure Schedule _____]~~

The rights and powers of this easement instrument are those set out in Annexure Schedule 1. All rights and powers implied by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007 are expressly excluded.

Insert instrument type

Easement

*Continue in additional Annexure Schedule, if required***ANNEXURE SCHEDULE 1****1. GRANT OF RIGHTS, POWERS AND PRIVILEGES IN RELATION TO THE RIGHT TO CONVEY WATER**

- 1.1 The Grantee (to the exclusion of the Grantor and any other party) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:
- (a) to take, carry, convey and lead water in a free and unimpeded flow through the easement facility and operate all parts of the easement facility in accordance with their intended function; and
 - (b) to lay, make, construct, inspect, maintain, repair, replace, alter, extend, enlarge or remove the easement facility as the Grantee shall from time to time think fit (including the right to excavate land and make trenches and shafts).
- 1.2 The easement facility referred to in clauses 1.1(a) and 1.1(b) is the easement facility laid or to be laid along the Easement Area.
- 1.3 The "easement facility" in relation to the right to convey water means open races, pipes, conduits, pumps, pump sheds, storage tanks, water purifying equipment, isolation valves and other equipment suitable for that purpose, whether above or under the ground and anything in replacement or substitution.

2. GRANTEE'S GENERAL RIGHTS

- 2.1 The Grantee may for the purpose of performing any duty or in the exercise of any rights granted under this easement instrument:
- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Grantor's land;
 - (b) remain on the Burdened Land for a reasonable time for the purposes of completing the work;
 - (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
 - (d) leave any vehicle or equipment on the Burdened Land for a reasonable time if work is proceeding; and

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or desirable for or in relation to any of the purposes of this easement instrument.

3. GRANTOR'S OBLIGATIONS

3.1 The Grantor will not:

- (a) build over or erect any other improvements upon, plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) do or permit or suffer to be done anything which may in any way injure or damage the easement facility, or obstruct the use and enjoyment of the easement facility, or interfere with free flow and passage through the easement facility; or
- (c) permit any Utilities to be located within the Easement Area unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee such consent not to be unreasonably withheld.

3.2 The Grantor will not oppose or object to any application for or issue of a building consent or resource consent in respect of the easement facility or the use or enjoyment of the same.

4. MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS

4.1 The Grantee shall:

- (a) at all times repair, maintain and cleanse the easement facility so that it does not become a nuisance to the Grantor;
- (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the Easement Area;
- (c) upon disturbing the surface of the Easement Area for any reason, without delay restore the same as nearly as reasonably possible to its original condition; and
- (d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this easement instrument but the Grantee shall not be:
 - (i) responsible for the cost of removing any fence, building, improvements or trees upon, or any tree roots growing within, the Easement Area; or
 - (ii) liable for any damage to any Utilities in the Easement Area if in the exercise of such rights that damage could not reasonably be prevented.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

5. STRUCTURES TO BE PROPERTY OF GRANTEE

5.1 The easement facility shall at all times be and remain the property of the Grantee.

6. MUTUAL COVENANTS

6.1 Nothing contained or implied in this easement instrument shall be construed so as:

- (a) to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence discontinue or resume the exercise of all or any such rights at will; or
- (b) to abrogate limit restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

7. LIMITATION OF LIABILITY

7.1 Any right of action which shall at any time accrue to the Grantee by reason of breach or non-observance by the Grantor of any of the covenants contained in this easement instrument may be enforced by the Grantee only against:

- (a) the registered owner for the time being of that part of the Burdened Land in respect of which such breach or non-observance shall occur; and
- (b) the registered owner at the time of such occurrence,
to the intent that the liability of any registered owner of the Burdened Land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered owner) upon registration of a transfer of ownership.

8. GENERAL PROVISIONS

8.1 The following provisions are applicable to the easements granted by this easement instrument:

- (a) each grant shall be for all time;
- (b) the use of each easement shall be without any limitation as to quantity or frequency;
- (c) no power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist unless it is surrendered in writing;

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (d) if any party ("the defaulting party") neglects or refuses to perform any of its obligations under this easement instrument the following shall apply:
- (i) the other party may serve upon the defaulting party a written notice requiring the defaulting party to perform its obligations and stating that, after the expiration of seven day period from service of such notice, the other party shall perform such obligations;
 - (ii) if upon the expiry of the seven day period referred to above, the defaulting party has still neglected or refused to perform the obligation the other party may:
 - (1) perform such obligation; and
 - (2) for that purpose enter onto the Grantor's land and carry out any work;
 - (iii) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations;
- (e) notwithstanding the requirement to give notice under clause 8.1(d) above, where the Grantor has not complied with an obligation under this easement instrument and as a result the Grantee's use of the easement facility has been obstructed in any way, then the Grantee may immediately undertake all works required to ensure the unimpeded use of the easement facility and recover any costs from the Grantor; and
- (f) the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to this easement instrument.

9. DISPUTES

- 9.1 The parties shall use reasonable endeavours to resolve any dispute or difference arising out of or in connection with this easement instrument in good faith by negotiation. Failing resolution by negotiation the parties may agree to an alternative method to resolve the dispute or difference. However, nothing in this clause will prevent either party from taking immediate steps to seek relief before an appropriate court at any time.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

10. INTERPRETATION

10.1 In this easement instrument unless the context otherwise requires:

“Easement Area” means all areas of the Burdened Land specified under the heading "Shown (plan reference)" on the front page of this easement instrument in Schedule A.

“Grantee” means the Selwyn District Council, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee.

“Grantor” means the registered owner of the Burdened Land, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

“Burdened Land” means all land described as the Burdened Land on the front page of this easement instrument in Schedule A.

“Utilities” means any pipe, conduit, wire, structure, pole or other appurtenant structure for the provision of services to the land, including but not limited to electricity, gas, telephone, storm water, sewage and water services.

10.2 In the interpretation of this easement instrument:

- (a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively;
- (b) words importing any gender shall include every gender and the word “person” shall include a corporation and vice versa;
- (c) the headings appearing are inserted only as a matter of convenience and in no way define, limit or prescribe the scope or intent of the clauses of this easement instrument nor in any way affect this easement instrument;
- (d) references to any party include that party’s executors, administrators, and assigns, or being a corporate entity, its successors and assigns.



View Instrument Details

Instrument No	13554857.4
Status	Registered
Lodged By	Wilson, Callan Rhys
Date & Time Lodged	03 Jun 2026 10:17
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1240043	Canterbury
1240044	Canterbury
1240045	Canterbury
1240046	Canterbury

Annexure Schedule Contains 4 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 Callan Rhys Wilson as Covenantor Representative on 03/06/2026 10:14 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 Callan Rhys Wilson as Covenantee Representative on 03/06/2026 10:14 AM

*** End of Report ***

Covenant Instrument to note land covenant

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

Covenantor

RICHARD EDWARD JAMES BALL

Covenantee

RICHARD EDWARD JAMES BALL

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** the covenants set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule.

Schedule A

Purpose of covenant	Shown on	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Land Covenant	DP 617128	Lots 2 – 4 DP 617128 (inclusive) (1240044 - 1240046 (inclusive))	Lots 1 – 4 DP 617128 (inclusive) (1240043 - 1240046 (inclusive))

Covenant rights and powers (including terms, covenants and conditions)**ANNEXURE SCHEDULE****SCOPE AND DEFINITIONS**

1. The Covenantor covenants and agrees with the Covenantee in the manner set out below so that such covenants shall burden and run with each of the burdened lands and be for the benefit of each of the benefited lands.
2. For the purposes of this instrument, the following terms have the following meaning (unless the context otherwise requires):
 - (a) **“developer”** means Richard Edward James Ball or his nominee;
 - (b) **“fence”** includes a wall; and
 - (c) **“land”** means each of the burdened lands.

RESTRICTIONS ON DEVELOPMENT AND USE OF THE LAND

3. The Covenantor shall, in respect of any of the burdened land:

Dwelling Construction

- (a) Not use, or permit to be used, any exterior cladding on the dwelling other than kiln fired or concrete brick, stucco textured finish, stone, timber weatherboards, linea weatherboards, metal laminate on timber, new painted metal clad roofing on the exterior walls or any other cladding

material which the developer consents to in writing. The use of board and batten cladding, and second hand materials, is specifically prohibited.

- (b) Not use metal clad roofing for any building on the land unless it has been pre-painted or copper building materials for roofing or spouting and downpipes.

Restrictions on Improvements

- (c) Without limiting any other covenant, not permit any building to be erected on the land other than a single storey, single new dwelling that does not exceed 5m in height from slab to the gutter line (excluding the chimney) and has a floor area of not less than 120m² exclusive of attached garage.
- (d) Not erect, transport or place on the Lot any second-hand, relocatable or kitset dwelling, or second hand or relocatable appurtenant building unless that building is a newly built sleep-out or tiny home constructed out of the materials approved in clause 3(a).

Restriction on further Subdivision

- (e) For Lots 2, 3, and 4 only, not further subdivide, cross lease or unit title the Lot or any part of it. For the avoidance of doubt, this clause does not apply to Lot 1.

Fencing

- (f) Without limiting any other of these covenants, not erect or permit to be erected on the land a fence:
 - (i) that does not comply with the Selwyn District Council requirements (as set out in the Selwyn District Plan or any consent notices registered against the record of title for the land), unless authorised by a resource consent;
 - (ii) that is higher than 1.8 metres above natural ground level at any point (subject to the remainder of this clause);
 - (iii) that is higher than 1.2 metres above natural ground level at any point within 5 metres of any legal road or private right of way or shared access over which the land has legal access.
- (g) Not call upon the developer to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land and any adjoining land owned by the developer, provided that this covenant will not continue for the benefit of any subsequent registered proprietor of such adjoining land.

Timeframes

- (e) Ensure that:
 - (i) any building is completed within twelve months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months;
 - (ii) all earthworks and landscaping on the Lot within the earlier of either nine months after practical completion of the dwelling or the issue of the code compliance certificate.

Maintenance of Appearance

- (f) Not permit any caravan, temporary building or other temporary structure to be erected on the land for any kind of permanent or temporary residential use, except any building that may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the construction work. For the avoidance of doubt the parking and / or storage of a touring caravan or a motorhome is permitted.

- (g) Not allow the accumulation or housing of any rubbish, noxious substances, noxious birds or animals which may be likely to cause nuisance or annoyance to the neighbouring occupiers or permit grass or weeds to grow to such a height as to become unsightly.
- (h) Not bring onto the property any vehicle which is in a poor state of repair, unsightly, damaged or without a current warrant of fitness unless such vehicle is, for the duration of its time on the property, kept in a garage constructed in accordance with these covenants with the effect that such vehicle is not visible from the road or to any neighbouring occupier.

Satellite Dishes and Aerials

- (i) Not erect or allow to be erected any tower, radio, television, communication aerial or satellite dish on the land other than the standard broadcast radio or TV reception aerials or dishes. Any attachment to the dwelling and / or garage including, but not limited to TV aerials, solar hot water panels and masts shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from the road frontage, right of way or any neighbouring lot.

Signs and Use of the Lot

- (j) Not erect or allow to be erected on any part of the property or dwelling any advertisement, sign or hoarding or a commercial nature (excluding a professionally made "For Sale" sign not exceeding 2 square metres in size).
- (k) Not use the Lot for any commercial or business activity save that a home office is permissible.
- (l) Not permit the placement of a shipping container on the Lot unless that shipping container has been fully screened by trees or wooden panelling.

ENFORCEMENT

4. The developer shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the developer be liable to any other party for any breach thereof by any Covenantor.
5. If there should be any breach or non-observance of any of the foregoing covenants, then, without prejudice to any other liability which the Covenantor may have to any Covenantee, the Covenantor will, upon written demand being made by any Covenantee:
 - (a) Pay to such Covenantee as liquidated damages the sum of two hundred and fifty dollars (\$250.00) per day for every day that such breach or non-observance continues after the date being two working days upon which written demand has been made, provided that if more than one person is making such demand, then such sum shall be shared between those persons;
 - (b) If applicable, remove or cause to be removed from the Covenantor's land any second hand or used dwelling, garage, carport, building or other structure erected on the Covenantor's land in breach or non-observance of the foregoing covenants; and
 - (c) If applicable, replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
6. The Covenantor covenants that the Covenantor will, at all times, indemnify the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of any of the stipulations, restrictions and covenants in this instrument.

GENERAL

7. The covenants in this instrument will immediately cease to apply to any land (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.
8. The covenants in this instrument will all expire 7 years from the date of registration.

9. If any of these covenants are 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 these covenants, which shall remain in full force.
10. Despite any other provision of this instrument, if the written consent of the developer is obtained to any action or omission, that action or omission will be deemed to not constitute a breach of any covenant within this instrument.



View Instrument Details

Instrument No	13554857.5
Status	Registered
Lodged By	Wilson, Callan Rhys
Date & Time Lodged	03 Jun 2026 10:17
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Records of Title	Land District
1240043	Canterbury
1240044	Canterbury
1240045	Canterbury
1240046	Canterbury

Annexure Schedule	Contains 2 Pages
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Signature

Signed by Callan Rhys Wilson as Territorial Authority Representative on 03/06/2026 10:14 AM

*** End of Report ***

IN THE MATTERof the Resource Management
Act 1991ANDIN THE MATTERof Resource Consents
RC246035 & RC246035A and
Deposited Plan 617128**CONSENT NOTICE PURSUANT TO S. 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*“That:*

Prior to the occupation of any new residential unit or principal building, domestic water and firefighting storage must be provided. A minimum of 20,000 litres must be maintained at all times as a static firefighting reserve within a 30,000-litre tank. Alternatively, an 11,000-litre firefighting reserve is to be provided for the dwelling in association with a domestic sprinkler system installed to an approved standard. A firefighting connection in accordance with Appendix B - SNZ PAS 4509:2008 is to be located within 90 metres of the dwelling. Where pressure at the connection point/coupling is less than 100kPa (a suction source - see Appendix B, SNZ PAS 4509:2008 section B2), a 100mm Suction Coupling (Female) complying with NZS 4505, is to be provided. Where pressure at the connection point/coupling is greater than 100kPa (a flooded source - see Appendix B, SNZ PAS 4509:2008 section B3), a 70mm Instantaneous Coupling (Female) complying with NZS 4505, is to be provided. Flooded and suction sources must be capable of providing a flow rate of 25 litres/sec at the connection point/coupling.

The Fire Service connection point/coupling must be located so that it is not compromised in the event of a fire. The connection point/coupling must have a hardstand area adjacent to it that is suitable for parking a fire service appliance. The hardstand area must be located in the centre of a clear working space with a minimum width of 4.5 metres. The access must be trafficable in all weathers and be capable of withstanding a laden weight of up to 25 tonnes with an axle load of 8.2 tonnes or have a load bearing capacity of no less than the public roadway serving the property, whichever is the lower. Access must be maintained at all times to the hardstand area.

Underground tanks or tanks that are partially buried (provided the top of the tank is no more than 1 metre above ground) may be accessed by an opening in the top of the tank whereby couplings are not required. A hardstand area adjacent to the tank is required in order to allow a fire service appliance to park on it and access to the hardstand area must be provided as above.



Firefighting water supply may be provided by means other than the above if the New Zealand Fire Service has accepted the alternative method. Acceptance must be confirmed in writing and provided to the Council.”

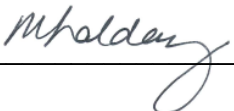
AND THAT you are hereby requested to register the same pursuant to Section 221 of the Resource Management Act 1991.

DESCRIPTION OF LAND

All those pieces of land being Lots 1-4 DP 617128 as held in Records of Title 1240043 – 1240046.

DATED this 01 of April 2026

SIGNED for and on behalf of Selwyn District Council



Authorised Officer



View Instrument Details

Instrument No	13554857.2
Status	Registered
Lodged By	Wilson, Callan Rhys
Date & Time Lodged	03 Jun 2026 10:17
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1240044	Canterbury
1240045	Canterbury
1240046	Canterbury

Annexure Schedule Contains 1 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 13460392.2 has consented to this transaction and I hold that consent

Signature

Signed by Callan Rhys Wilson as Grantor Representative on 03/06/2026 10:13 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 Callan Rhys Wilson as Grantee Representative on 03/06/2026 10:13 AM

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

Easement instrument to grant easement
(Section 109 Land Transfer Act 2017)

Grantor

RICHARD EDWARD JAMES BALL

Grantee

RICHARD EDWARD JAMES BALL

Grant of Easement

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** the easements set out in Schedule A, with the rights and powers set out below.

Schedule A

Purpose of Easement	Shown on DP 617128	Burdened Land <i>(Record of Title)</i>	Benefited Land <i>(Record of Title)</i>
Right of way, Right to drain sewage and water, and Right to convey electricity, telecommunications, and water	A, B on DP 617128	Lot 3 DP 617128 <i>(RT 1240045)</i>	Lot 2 DP 617128 <i>(RT 1240044)</i> Lot 4 DP 617128 <i>(RT 1240046)</i>

Easements rights and powers (including terms, covenants and conditions)

The rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007.

HEAD LIM

A

+ S

AMY + SHAR

021 077 9945 / 027 555 0654

amy@asrealestate.co.nz

shar@asrealestate.co.nz

Land Information Memorandum

L253046

Application

A + S Real Estate Limited
A + S Real Estate Limited
41E South terrace
Darfield 7510

No.	L253046
Application date	17/12/2025
Issue date	6/01/2026
Phone	02040801668

Property

Valuation No.	2420011429
Location	2612 Wards Road
Legal Description	LOT 2 DP 430880
Area (hectares)	2.1500

Rates

Rateable Value

The date of Selwyn's last General Revaluation was 1/09/24. For further information please contact Council's Rates Department.

Revaluation Year	2024
Land	\$ 550,000
Capital Value	\$ 930,000
Improvements	\$ 380,000

Current Rates Year 2025 to 2026

Annual Rates	\$ 5,512.75
Current Instalment	\$ 1,378.20
Current Year - Outstanding Rates	\$ 6.00-
Arrears for Previous Years	\$ 0.00
Next Instalment Due	15/03/26

Next Revaluation Due 2027.

The rates listed for this property are correct as at the date of this report being issued.

If this property is vacant land, and the applicant intends building a house or making other improvements, additional rates and charges will be added. Such rates and charges are for the operation of the District libraries, local community centre and recreation reserves, sewerage and water systems and refuse collections and recycling.

If a ratepayer in the district purchases additional properties, that ratepayer maybe eligible for certain rating exemptions due to multiple ownership. The exemptions would only apply to uniform library charges on bare land blocks and an exemption from the uniform annual general charge if contiguous or same use land is purchased.

Please contact the Councils rates team if you require clarification on 0800 SELWYN (735 996).

Note: Rates are charged in four equal instalments for the period commencing 1 July and ending 30 June each year.

Planning/Resource Management

Partially Operative District Plan: LLRZ

Operative District Plan Zoning: Darfield Living 2A1

The Council has undertaken a review of the Operative District Plan and through this process it has developed a New District Plan ('The Partially Operative District Plan') which provides clear objectives, policies and rules to manage the effects of land use activities on the environment, but also sets a clear direction for our district's development and reflects our communities' needs and expectations. It also incorporates any changes in legislation, national and regional policy statements, environmental standards and other regulations.

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 6th of October 2023 and the Council released the Appeals Version of the Partially Operative District Plan on 27th November 2023. Many provisions in Partially Operative District Plan are now beyond challenge and are operative/treated as operative (pursuant cl 103 of Schedule 1 and s86F of the Resource Management Act (1991)). The Operative District Plan now only applies where a relevant provision in the Partially Operative District Plan remains subject to appeal. For more information visit <https://www.selwyn.govt.nz/property-And-building/planning/strategies-and-plans/selwyn-district-plan/selwyn-district-plan-review>

19/12/24	Resource Consent 246065 To Erect A Shed On Lot 3 Within The Required Setbacks From Lot 2 And 3. Decision Notified 18/03/25 Granted By Independent Commissioner(S) 18/03/25
10/12/24	Resource Consent 246035 To Undertake A Subdivision To Create 4 Residential Lots. Decision Notified 18/03/25 Granted By Independent Commissioner(S) 18/03/25

21/09/05 Resource Consent R307692
 Subdivision Into 2 X 2 Ha Lots
 Section 224 Issued 3/11/10
 Granted By Local Authority Officer 10/11/05

Planning Notes

The information provided on this LIM has come from the information lodged against the property file/information and GIS at the time of processing. Please note that the resource consents, fill certificates and other relevant property files listed are based on what is available on our general property information, and that there may be other documents for the property which have not yet been added to the property record.

Resource Consents often contain a multitude of information and reports that are not ordinarily separately referenced or included in the LIM itself. Information identifying each (if any) special feature or characteristic of the land concerned, including but not limited to potential erosion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants.

Preliminary Site Investigation Reports, Detailed Investigation Site Reports and Geotechnical Reports are submitted as part of the subdivision Resource Consent Process it is not likely to be currently of relevance in relation to the "land concerned", otherwise it would be elsewhere noted on the LIM to the extent any issues still apply following subdivision).

Any resource applications or consents that may contain information relating to the land which is not otherwise included in the LIM, including Geotechnical, Environmental and other expert reports, can be obtained via Selwyn District Council Information Management team on information.management@selwyn.govt.nz

Building

15/05/18 Building Consent 180735
 Farm Building
 Code Compliance Certificate Issued 05/09/18

6/07/16 Building Consent 161212
 Domestic Garage
 Code Compliance Certificate Issued 26/10/16

14/03/16 Building Consent 160194
 3 Bedroom Domestic Dwelling
 Code Compliance Certificate Issued 06/09/16

Buildings erected prior to 1965 may not have a building permit record or had inspections carried out.

All building products and materials have a designed life, and must be maintained in accordance with the manufacturer's specifications.

In the case of building permits and building consents no further inspections have been carried out by the council since these structures were completed.

Any concerns of this nature should be referred to an organization that carries out property checks or the product manufacturers.

Schedule 1 Exempt Building Work

Under section 42A of the Building Act 2004 building owners can carry out certain types of building work specified in Schedule 1 of the Building Act 2004 without need to obtain building consent approval. Where Council holds any information provided by a property owner in relation to exempt works undertaken on the property it is important to note that Council do not check or review the documentation for compliance, it is simply filed for record keeping purposes and not to satisfy any statutory obligation. Any information held of this nature has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

Services

Water

Council water scheme is available and connected.

This property has a restricted water supply connected to the Darfield Water Supply Scheme. For any further information, please contact water.services@selwyn.govt.nz.

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at <http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws>

The water supply for this property is restricted and rated at 3.5 Units. As a restricted supply you are required to have a minimum of 3 days on property tank storage. i.e. if you receive 2 units your minimum tank size will be 6000 litres.

Commercial properties are required to have an RPZ backflow device. This must be installed just inside the boundary of the property at the point of water supply – this backflow device will be owned by the property owner and will be maintained under the building compliance schedule in addition to any other on-site backflow devices deemed necessary by the building department.

If, during a Civil Defence emergency event the water supply is not operational, Council's immediate focus for its staff and resources will be to bring the supply back into operation. Depending on the size and scale of the event, it may be difficult to meet everyone's needs so property owners are asked to take personal responsibility for drinking water.

As a precaution, the Council would also recommend from a drinking water perspective that a property owner also has bottled water available to meet their immediate drinking water needs of all individuals living on the property for a 72hr period (the recommended amount is 4 litres of water per person per 24hrs).

For those properties not connected to a Council reticulated water supply, it is encouraged that the quality of the domestic water supply be regularly tested to ensure that it is to a potable standard. If the same water supply is also used for irrigation or stock water, check that there is a backflow protection device to prevent any contamination of water supply.

Sewer

Council sewer scheme is not available.

On-site sewage treatment and disposal.

The property is not serviced through Council sewer network. Any onsite wastewater treatment or changes to it will require Environment Canterbury consent.

If there is an existing domestic onsite wastewater treatment system on this property, the owner is responsible for ensuring regular maintenance and servicing is carried to ensure it continues to function satisfactorily.

Any new or replacement of domestic onsite wastewater treatment system will need to meet the requirements of Rule 5.8 of the Canterbury Land and Water Regional Plan to be considered a permitted activity and will require a building consent from Selwyn District Council prior to installation.

Any property with onsite sewage treatment and disposal, animal effluent disposal or water extraction for irrigation may have or require consent from Environment Canterbury and may require consent from the surrounding properties for a variety of discharges. This could have an adverse effect on the neighbouring property in relation to odour, potable water supply quality, or be of a general nuisance factor.

Information regarding what consents have been granted for this or surrounding properties can be obtained by contacting the issuing authority Environment Canterbury.

Land used to dispose of waste or to spread effluent or treated sewage, may be contaminated due to the concentrations or mix of material deposited onto the land over time. If any soil tests have been carried out, please forward a copy to the Council in order for the records to be updated.

For those properties not connected to a Council reticulated sewer system, it is important that the effluent system is regularly checked and maintained. You should also be aware of the limits on what can and should not be disposed of through these systems. Any concerns should be referred to an organization that carries out checks and maintenance or to the product manufacturers.

Council have agreed to build a sewer network for Darfield and Kirwee. Property owners are encouraged to review the evolving progress. Please refer to Selwyn District Council website <https://www.selwyn.govt.nz/services/water/wastewater/darfield-wastewater> for detailed information.

Should you have any further questions please phone 0800 SELWYN (0800 735996) and ask for Water Services.

Stormwater

Stormwater to soak hole

This property may be located within an area covered by Environment Canterbury stormwater consent. It is the responsibility of the property owner to contact Environment Canterbury customer services to ensure that any activity undertaken on site complies with the relevant consent conditions.

Note – the above describes the current roof water disposal type and does not reflect the future situation, which should be determined as part of the subdivision (if applicable). For more information please contact Council.

Copy of drainage plan attached.

If you have any questions about the Water, Sewage or Stormwater information above please contact the Selwyn District Council Water Department at 0800 SELWYN or contactus@selwyn.govt.nz

Kerbside Waste Collections

The Council provides refuse and recycling collection services for most residential and rural residential properties where these properties occur alongside maintained public roads. Private roads and Right of Ways (as maybe referenced in the Transportation Notes pertaining to this LIM) will not be directly serviced as these access ways are not usually of a sufficient standard to be used safely and efficiently by the collection vehicles. This could also apply to other public roads or streets that are narrow and/or have a lack of vehicle turning facilities. Rural and high country areas and settlements are not covered by regular collection services however localised refuse drop off facilities maybe available for use in specific areas. For further details and advice on refuse collection and recycling services as they may pertain to the property please phone the Council's Asset department on phone 3472 800.

[Selwyn District Council - Collection Days & Routes](#)

If your address shows “no results found”, this means

- your property is not serviced directly by kerbside collections, OR
- you have a new property and either:
 - o you have requested for your property to be added to the route and it is in the process of being added, OR
 - o you have not yet requested for your property to be added to the route, OR

Please contact Council for further detail.

Land and Building Classifications

Energy Infrastructure and Transport

None known

Culture and Heritage

None known

Natural Environment

None known

District-wide matters

None known

Area-specific matters

None known

Land Notes

Land Notes: Central Plains Water Trust holds various resource consents to convey and apply irrigation water to land and to construct and operate a distribution network for the Central Plains Water Enhancement Scheme. Although this property is within the command area of the Scheme, it will not be directly affected by the distribution network.

Land Notes: For further information on the Central Plains Water Enhancement Scheme including relevant maps, please contact Selwyn District Council and/or Central Plains Water Limited.

Property owners can contact Central Plains Water Limited (CPW) to update their details on (03) 928 2960.

Listed Land Use Register (LLUR):

Hazardous activities and industries involve the use, storage or disposal of hazardous substances. These substances can sometimes contaminate the soil. Environment Canterbury identifies land that is used or has been used for hazardous activities and industries. This information is held on a publicly available database administered by Environment Canterbury called the Listed Land Use Register (LLUR). The Selwyn District Council may not hold information that is held on the LLUR, therefore, it is recommended that you check Environment Canterbury's online database at www.llur.ecan.govt.nz.

Residential Swimming Pool

No pool registered to this property.

Land Transport Requirement

Wards Road is a formed and sealed local road maintained by Selwyn District Council

Natural Hazards

This section sets out information that the Council holds relating to natural hazards, such as earthquake, tsunami, erosion, landslip, liquefaction/sedimentation and subsidence, wind and snow, or flooding/inundation.

Climate change is causing natural hazards to become more severe, occur more often, and affect a wider range of areas.

If the Property is identified below as being subject to a natural hazard, it may have been issued a building consent with a waiver or modification of the Building Code to confirm that building work will accelerate, worsen, or result in a natural hazard on the land on which the building work is to be carried out or any other property. If a waiver or modification has been issued, this will be noted in the Building section of the LIM above.

You can obtain further information about natural hazard matters from:

- The District Plan Natural Hazard chapter: [District Plan - Partially Operative Selwyn District Plan \(Appeals Version\)](#)
- [Selwyn District Council Natural Hazard Map](#) – use this map to view any of the natural hazards identified below that impact this Property or in the vicinity of the Property
- Our Duty Planner service at planning.technical@selwyn.govt.nz, or call 0800 SELWYN (735 996).

Earthquake

Earthquake Prone Buildings

If this Property has an Earthquake Prone Building, this will be noted in the Building section of this LIM under “Earthquake Prone Buildings”.

Erosion

District Plan information relating to erosion

None known

Landslip and Rockfall

Regional mapping of landslides / rock avalanches

An earthquake hazard assessment for infrastructure commissioned by Environment Canterbury in 2006 included a regional-scale map of earthquake-induced landslide susceptibility and locations of known rock avalanches. Further information can be found in the technical report: [Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment](#), Geotech Consulting Ltd

commissioned by Environment Canterbury, August 2006. The scope of this report is the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District.

Climate change may cause increased rain and storm intensity and frequency, and vegetation changes. These impacts of climate change may reduce the Property's resilience and exacerbate the landslide and rockfall hazard.

Liquefaction and Subsidence

Liquefaction / Geotechnical risk

The Property is within an area where liquefaction damage is possible in future earthquakes. The Selwyn District Council has mapped areas where a liquefaction assessment is required, and other areas where a liquefaction assessment is only needed for certain activities. [View Selwyn District Council's maps](#). [View Selwyn District Plan rules relating to liquefaction / geotechnical planning requirements](#). Environment Canterbury has separately identified additional areas where liquefaction is possible. [View Environment Canterbury's map showing areas where liquefaction is possible](#). Further information about liquefaction generally can be found in the following technical reports:

- [Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts](#), Environment Canterbury, December 2012. This report covers the Coastal Canterbury from the Waipara River mouth to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge. The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.
- [Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment](#), Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. This report covers the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District and for use in infrastructure and emergency management planning.

Climate change may cause changes in groundwater and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate the impacts of the liquefaction and subsidence hazard.

As part of any building consent application, you may need a site-specific assessment or site subsoil investigation to establish the level of susceptibility to liquefaction or to confirm that 'good ground' can be achieved for any building work. The scope and testing of any site-specific assessment must be carried out by a CPEng Geotechnical engineer. The ground bearing capacity in this area may not achieve the requirements of the NZ Building Code Clause B1, and specific design may be required. The definition of 'good ground' can be found in the Definitions section of the [NZ Building Code Handbook](#), and appropriate test methods are detailed in either NZS3604, or NZBC B1/VM4.

Previous Reports

The Council holds the following geotechnical report(s) from previous consent processes. The reports may be specific to this Property, or if this Property was created through subdivision, the reports may relate to the subdivision as a whole. You can access these reports by making a [Property File request](#) from the Council:

- Wards Road Residency, Darfield. Powell Fenwick commissioned by Versatile Homes and Buildings 16 December 2015. This report affects only 1 property. Purpose of the report: building consent.
- Good Ground Justification Building Consent for Garage Shed commissioned by Selwyn District Council 20 May 2015. This report affects only 1 property. Purpose of the report: building consent.

Areas where there was evidence of liquefaction were mapped following the 2010/11 Canterbury earthquakes by Tonkin & Taylor for the Earthquake Commission (urban areas) and by a group of researchers for Environment Canterbury (rural, commercial and industrial areas). These are available on [Environment Canterbury's liquefaction map](#). Further information can be found in the technical report: [Review of liquefaction hazard information in eastern Canterbury, including Christchurch City and parts of Selwyn, Waimakariri and Hurunui Districts](#), Environment Canterbury, December 2012. This report covers Coastal Canterbury from the Waipara River mouth to the Rakaia River mouth, including Banks Peninsula, and inland to Rangiora, Aylesbury, Selwyn and Southbridge. The purpose of this report was to collate liquefaction occurrence during the 2010/11 Canterbury earthquakes, and to determine liquefaction vulnerability.

Tsunami

None known

Flooding and Inundation

District Plan information relating to flooding and inundation

This Property is within the following flooding or inundation overlay(s) or areas in the District Plan. Information and reports about the relevant overlay are included below. Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

Plains Flood Management Overlay

The Plains Flood Management Overlay in the Council's District Plan identifies areas where flooding from a 200-year Average Recurrence Interval (ARI) flood event needs to be managed. [View a map of the overlay](#). [View the rules relating to the overlay](#). Further information can be found in the following technical reports:

[Selwyn River/Waikirikiri floodplain investigation](#), ECAN report, September 2019

[Regional Policy Statement Modelling for Selwyn District Council – District Plan](#), DHI Water and Environment Limited report, November 2019

Environment Canterbury information regarding flooding and inundation

Historic Flooding Photographs

Photographs showing the property during or following past flood events may be available. Flood photographs are available on Environment Canterbury's [flood imagery register](#).

Other flooding and inundation information

Climate change may cause increased rain and storm intensity and frequency, and sea level rise. These impacts of climate change may reduce the Property's resilience and exacerbate any flooding and inundation hazard.

Flood modelling

This Property may be susceptible to flooding from the Selwyn River and/or in heavy rainfall events. [View the flood model results](#). More detail can be found in the technical report: [Selwyn District Flood Model - Hydraulic Model Build Report](#), Tonkin + Taylor commissioned by Selwyn District Council, August 2025.

Ground Water Level

The ground water level at this Property is less than 30m below ground for this Property. A high ground water level may exacerbate any flooding at this Property, or the impact of any flooding at this Property.

Exposure Zones

	NZS3604:2011	AS/NZS1170:2002
Wind Region	A	A7
Snow Zone	N4	N4 Sub-alpine
Earthquake	Zone: 2	Z Factor: 0.3
Approximate Altitude (Amsl)	189m	-
Exposure Zone	B	-

Exposure Zone Descriptions

Zone B: Low

Inland areas with little risk from wind blown sea-spray salt deposits

Zone C: Medium

Inland coastal areas with medium risk from wind blown sea-spray salt deposits. This zone covers mainly coastal areas relatively low salinity. The extent of the affected area varies significantly with factors such as winds, topography and vegetation.

Zone D: High

Coastal areas with high risk wind blown sea-spray salt deposits. This is defined as within 500 m of the sea including harbours, or 100 m from tidal estuaries and sheltered inlets.

Special Land Features

Soil Type

Eyre stony silt loam and shallow silt loam

Land Fill

None known

Licences/Environmental Health

No information located.

Network Utility Operators

Information related to the availability of supply, authorisations etc. (e.g. electricity or gas) can be obtained from the relevant Network Utility Operator.

Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:
 - a) Discharge consents.
 - b) Well permits.
 - c) Consents to take water.
 - d) The existence of contamination and/or hazardous sites.
 - e) Flooding.
 - f) Clean air discharge compliance.

Further information may be obtained from Environment Canterbury by requesting a Land Information Request (LIR). To find out more contact the Environment Canterbury on 0800 ECINFO (0800 324 636) or at <http://www.ecan.govt.nz/>

2. The following further information is supplied on the basis set out in note 2 below.

Notes

1. The information supplied in the sections of this report, other than 'Other Information', is made available to the applicant pursuant to Section 44A(2) of the Local Government and Official Information Act 1987 by reference to Council files and records. No property inspection, or title search, has been undertaken. To enable the Council to measure the accuracy of this LIM document based on our current records we would appreciate your response should you find any information contained herein which may be considered to be incorrect or omitted. Please telephone the Council on 0800 SELWYN (375 996).

2. The information or documents supplied to the applicant and referred to in the 'Other Information' section of this report has been supplied to the Council by property owners, their agents and other third parties. That information is made available pursuant to section 44A(3) of the Local Government and Official Information Act 1987 on the basis that:

- a) The information may be relevant to the purposes for which this report is obtained;
- b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.

3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

Building owners can carry out certain types of building work without needing to obtain a building consent. This exempt building work is listed in Schedule 1 of the Building Act 2004.

It is the owners' responsibility to ensure that any exempt building work done complies with the Building Code and fits within the provisions of the schedule before they carry out the work.

Please note that Council do not check or review documentation for compliance where information on exempt work has been provided by a property owner to Council. This information is simply filed for record keeping purposes and not to meet any statutory obligation.

Any information of this nature held by Council has been provided at Councils discretion under Section 44A (3) of the Local Government Official Information and Meetings Act 1987 without any representation or warranty.

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.
6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.
7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.
8. This Land Information Memorandum includes natural hazard information deemed by Selwyn District Council and Environment Canterbury to be the most up-to-date, useful, and relevant, and is provided in accordance with the Local Government (Natural Hazard Information in Land Information Memoranda) Regulations 2025. All due care has been taken to ensure current information required to be provided under the regulations is presented below.
9. Selwyn District Council and Environment Canterbury may hold superseded or less reliable natural hazards information relating to the land that has not been included in this Land

Information Memorandum. Please contact Selwyn District Council or Environment Canterbury if you would like to enquire about this information.

Information Management Team

Date: 06 January 2026

LIM Report Legend

Base Layers

Road

— Road

Railway

—+ Railway

District Boundary

⬡ District Boundary

Township Boundary

⬡ Township Boundary

Ratepayer Information

Parcels

⬡ Ratepayer Information

PODP - Zones and Precincts

⬡ Parcels

Precincts

⬡ Commercial Precincts

⬡ Industrial Precincts

⬡ Airfield Precincts

⬡ Rural Precincts

Zones

- ⬡ Large lot residential zone
- ⬡ Low density residential zone
- ⬡ General residential zone
- ⬡ Medium density residential zone
- ⬡ Settlement zone
- ⬡ General rural zone
- ⬡ Neighbourhood centre zone
- ⬡ Local centre zone
- ⬡ Large format retail zone
- ⬡ Town centre zone
- ⬡ General industrial zone
- ⬡ Special purpose zone

Zone and Water Services

Water_pt

- ▲ EQUIPMENT - BORE
- ▲ EQUIPMENT - GENERATOR
- ▲ EQUIPMENT - SAMPLE TAP
- ▲ EQUIPMENT - OTHER
- FACILITY
- ★ FIRE PLANT
- ⊕ HYDRANT
- ▲ IRRIGATION
- NODE
- OBSOLETE
- ⊕ SUPPLY POINT
- TANK
- ⊗ VALVE

Water_In

- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE - TREATED
- PIPE - UNTREATED
- PIPE - SEWER
- SITE_BOUNDARY

Sewer_pt

- ⬡ CHAMBER
- ▲ EQUIPMENT
- FACILITY
- MANHOLE
- NODE
- ⊗ VALVE

Sewer_In

- OUTLINE
- DIM LINE
- DUCT
- IRRIGATION
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE_GRAVITY
- PIPE_RISINGMAIN
- SITE_BOUNDARY

Storm_pt

- CHAMBER
- ▲ EQUIPMENT
- FACILITY
- ✱ INLET/OUTLET
- ▣ MANAGEMENT
- MANHOLE
- NODE
- SOAKHOLE
- SUMP
- ⊗ VALVE

Storm_In

- CHANNEL
- DIM LINE
- MANAGEMENT
- NON SDC SERVICE
- OBSOLETE
- OUTLINE
- PIPE
- SITE_BOUNDARY
- ▲ Soakhole w/Hoz Soakage
- StopBank

Storm_py

- ⬡ CATCHMENTS
- ⬡ CONSENT AREA
- GROUNDWATER LESS 6M
- ⬡ OUTLINE OF BASIN
- RATED AREA

Stormwater Management Area

⬡ Stormwater Management Area

West Melton Observatory Zone

⬡ West Melton Observatory Zone

Planning Zones

- ⬡ High Country
- ⬡ Port Hills
- ⬡ Existing Development Area
- ⬡ Living 1
- ⬡ Living 2
- ⬡ Living 3
- ⬡ Living X
- ⬡ Living West Melton (North)
- ⬡ Living Z
- ⬡ Deferred Living
- ⬡ Business 1
- ⬡ Business 2
- ⬡ Business 3
- ⬡ Inner Plains
- ⬡ Outer Plains
- ⬡ Malvern Hills
- ⬡ Key Activity Centre
- ⬡ Living West Melton (South)

Liquefaction Drains and Water Race

CDrain_pt

- ▲ GATE
- Site
- ▲ WEIR

CDrain_In

- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

WRace_pt

- DISCHARGE
- + DIVIDE
- △ EQUIPMENT
- GATE
- ▣ GRILL
- ✱ HEADWALL
- MANHOLE
- NODE
- ⊕ POND
- ⊗ SITE
- SHAFT
- SOAKHOLE

WRace_In

- AQUEDUCT
- CULVERT
- ↔ DIM LINE
- EMERGENCY DISCHARGE
- INTAKE
- ➔ LATERAL
- ➔ LOCAL
- ➔ MAIN
- OBSOLETE
- OUTLINE
- SIPHON
- + TUNNEL

SDC Cleaned

— SDC Cleaned

Project Extent

⬡ Project Extent

Boundary Between Liquefaction Assessment Zones

— Boundary Between Liquefaction Assessment Zones

Liquefaction Susceptibility

- ▨ DBH TC Zoned Area
- ⬡ Damaging liquefaction unlikely
- ▨ Liquefaction assessment needed

Ecan River Protection Scheme

- ▨ Properties Beside Rivers
- ▲ Halswell Staff Gauges
- ◆ Halswell Floodgates
- Halswell Drainage

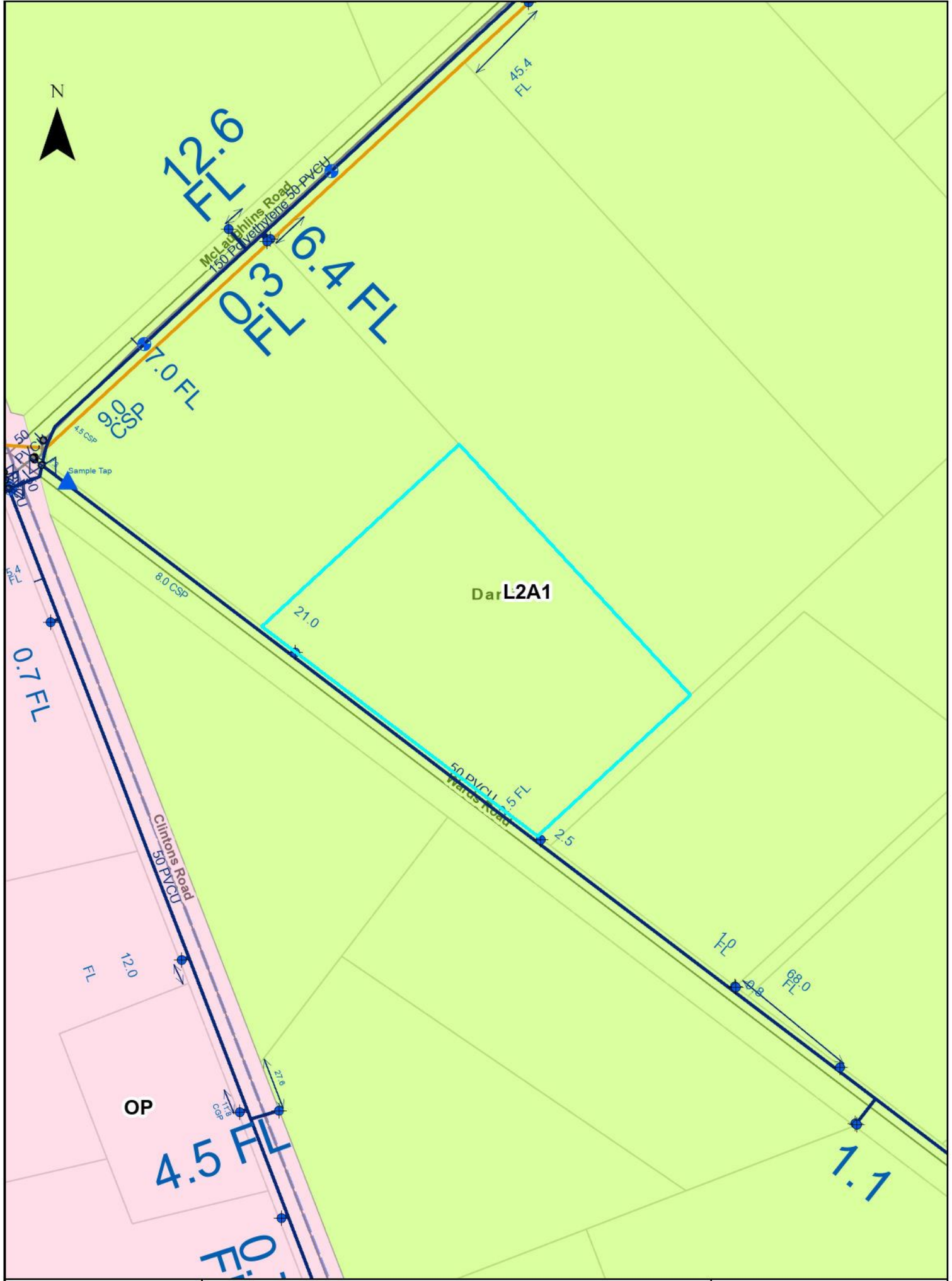
Greendale Fault

- ⬡ Greendale Fault 50m Buffer
- + Fault Lines (GNS 2013)
- ⊗ Folds (GNS 2013)

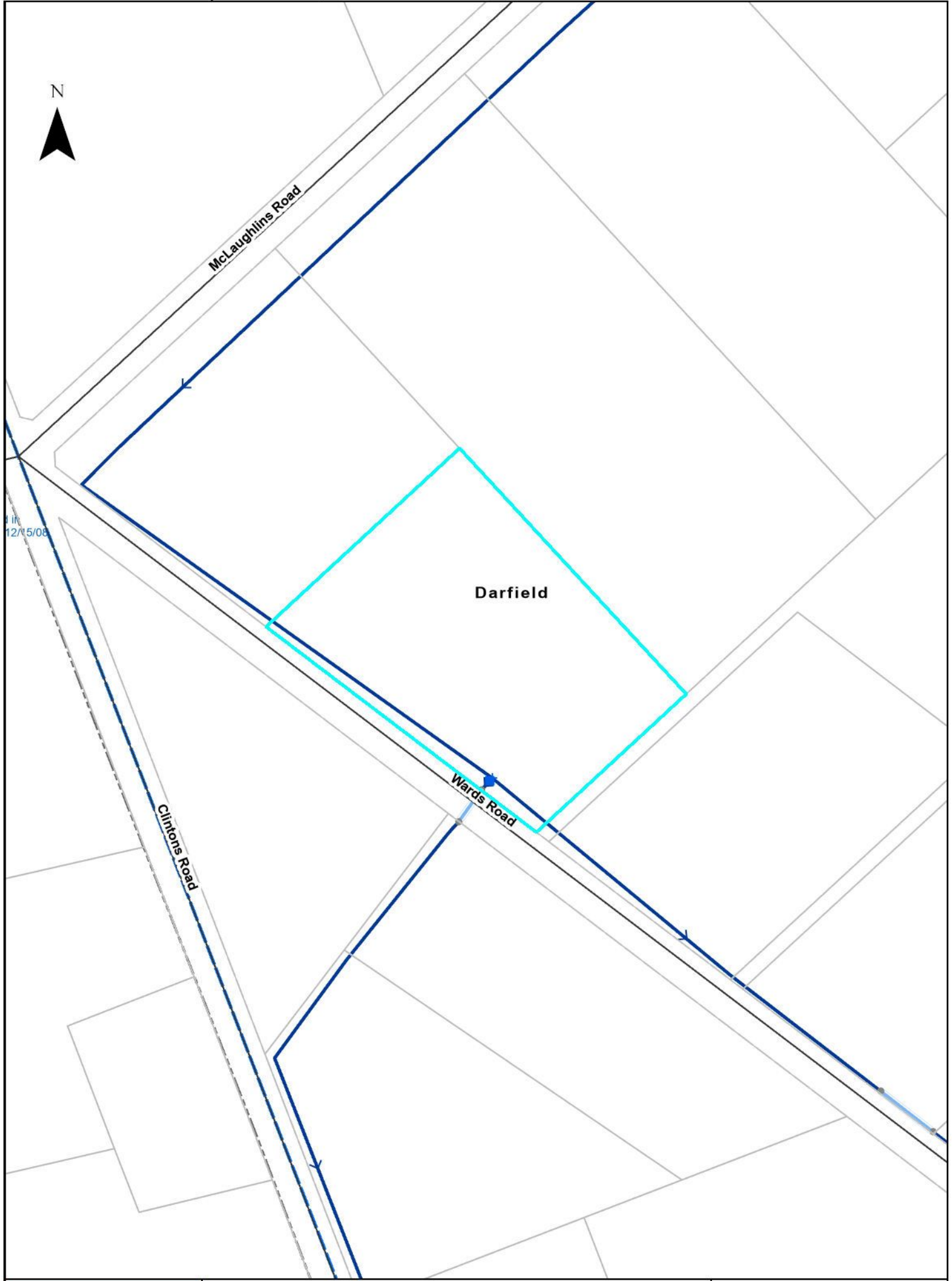
Biodiversity

- ◆ Canterbury Plains SDC AB and C Classes
- 🌳 Endangered Flora and Fauna
- Potentially Significant Sites
- ▨ Confirmed SNA Sites
- ⬡ Significant Natural Areas (Final 115)

LIM REPORT - Zone and Water Services

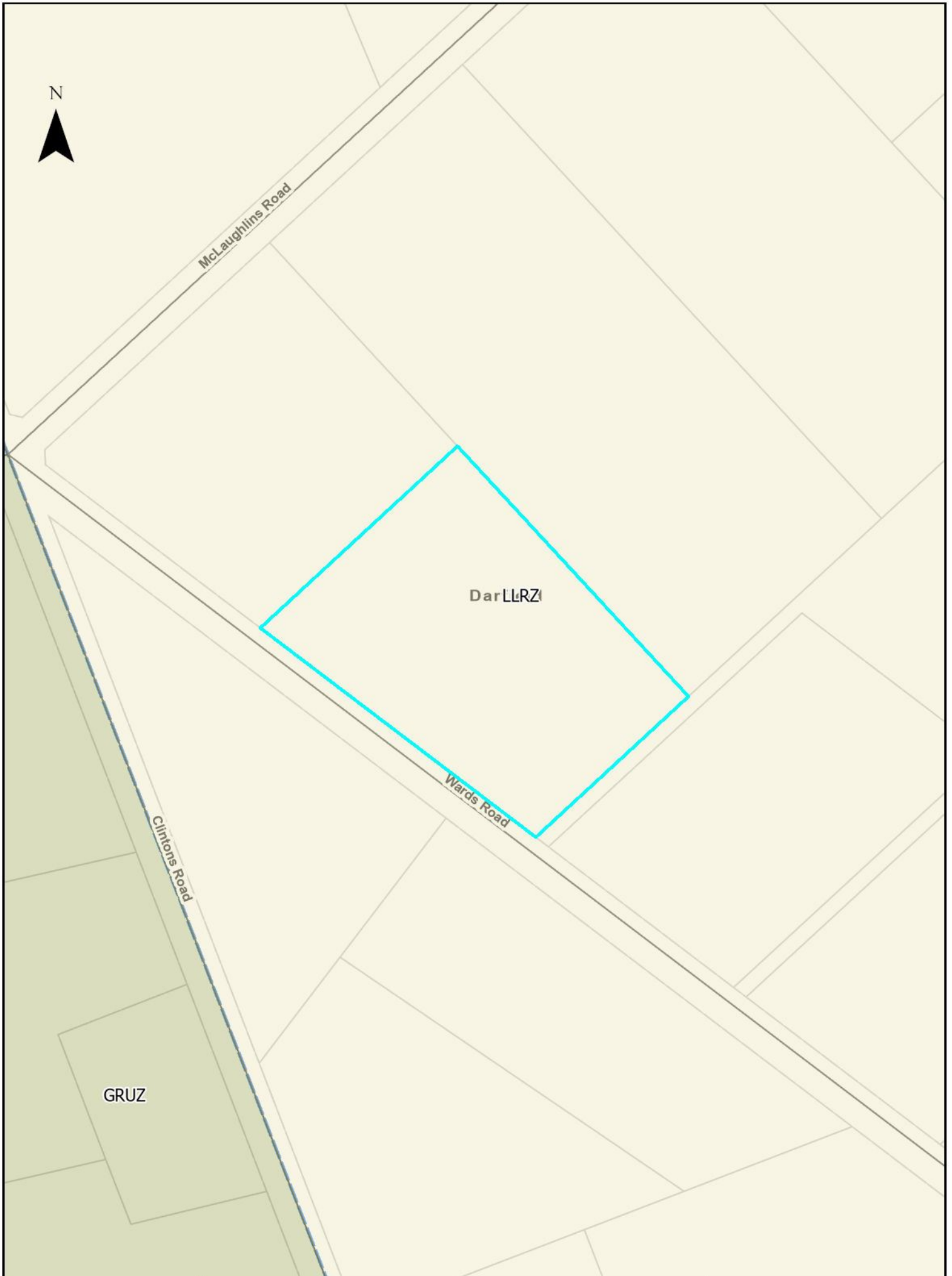


LIM REPORT - Liquefaction, Drains and Water Races



12/15/08

LIM REPORT - PODP Zone and Precinct



RESOURCE CONSENT INFORMATION

This document is one of three pages titled “Resource Consent Information” which should be read together.

- Because of the large number of resource consents only consents which fall within the red buffer as identified on the map have been included with this report.
- If further information is required please contact the Council’s Planning Department – Phone Direct 03 3472 868.
- Every effort is made by the Council to identify resource consent in proximity to the property subject to this LIM application. However, it is suggested that a site inspection be undertaken by prospective purchasers to identify any land uses of interest. These may include uses which have existing use rights or other uses which are permitted under the Council’s District Plan.

Resource Consent Status Codes:

GHP	Granted by Hearing
GEC	Granted by Environment Court
GDEL	Granted by Delegation
GCOM	Granted by Commissioner
DCOM	Declined by Commissioner
DHP	Declined by Hearing
WD	Withdrawn application
AP	Approved
DC	Declined
Blank	No decision issued
DN	Decision Notified

ADN	Appeal Decision Notified
AE	Appeal expiry
AEC	Appeal Heard by Environment
AN	Abatement Notice
AR	Appeal received
ARI	Application returned incomplete
AWD	Appeal withdrawn
CC	Cancelled
CCI	Certificate Compliance Issued
D37	Deferred under s.37
D37E	s.37 deferral ends
D91	Deferred under s.91
D91E	s.91 deferral ends
ECDN	Environment Court Decision notified
FI	Further Information
FICR	Further Information request - no clock restart
FR	Formally received
HD	Hearing Date
HH	Hearing held
INV	Invoiced
IR	Information received
LAPS	Lapsed
LD	Lodged
LN	Limited Notified
LS	Lapsed
ODN	Objection decision notified
OH	On Hold
OR	Objection received

PA	Pre- application
PN	Publically notified
PS	Process suspended
RAD	Recommendation adopted by Council
RRA	Recommendation to required authority
S223	Section 223
S224	Section 224
SC	submissions closed
WAR	Written Approval Requested
WARE	Written Approvals Received

Assessment_ID	RC Number	Proposal	Decision Date
2420011410	R306619	TO CREATE 2 LOTS OF APPROX 2 HA	2004-07-07
2420011410	R306620	TO RETAIN DWG ON LOT 3 & ERECT DWG ON LOT 4 CREATED FROM R306619	2004-07-07
2420011410	R307692	SUBDIVISION INTO 2 X 2 HA LOTS	2005-11-10
2420011429	246035	To undertake a subdivision to create 4 residential lots.	2025-03-18
2420011429	246065	To erect a shed on Lot 3 within the required setbacks from Lot 2 and 3.	2025-03-18
2420011431	R305224	TO ERECT WORKSHOP WITH N/C SITING	2001-11-23
2420011808	R307451	TO CREATE 2 LOTS OF APPROX. 2 HA	2005-06-27

Code Compliance Certificate

Section 95, Building Act 2004

The Building

Street address of building: 2612 Wards Road , Darfield

Legal description of land where building is located: LOT 2 DP 430880

Building name: N/A

Location of building within site/block number: N/A

Level/unit number: N/A

Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling

Number of Occupants: N/A

Year first constructed: 2016

The Owner

Name of owner: P C & R M Molloy

Contact person: P C & R M Molloy

Mailing address: 366 West Melton Road, RD 5, Christchurch

Street address/registered office: N/A

Phone number: 3479896

Mobile: 0274357451

Facsimile number: N/A

Email address: molloypc@xtra.co.nz

First point of contact for communications with the council/building consent authority: Jane Mayo

Building Work

Building consent number: BC160194

Description: 3 Bedroom Domestic Dwelling

Issued by: Selwyn District Council

Code Compliance

The building consent authority named below is satisfied, on reasonable grounds, that -

- the building work complies with the building consent.

Dave Gemmell

Building Inspector

On behalf of: Selwyn District Council

Issue Date: 06 Sep 2016

Code Compliance Certificate

Section 95, Building Act 2004

The Building

Street address of building: 2612 Wards Road, Darfield

Legal description of land where building is located: LOT 2 DP 430880

Building name: N/A

Location of building within site/block number: 2612 Wards Road
Darfield

Level/unit number: N/A

Current, lawfully established, use: 7.0.1 Outbuildings

Number of Occupants: N/A

Year first constructed: 2016

The Owner

Name of owner: P C & R M Molloy

Contact person: Peter Molloy

Mailing address: 366 West Melton Road, RD 5, Christchurch

Street address/registered office: N/A

Phone number: N/A

Mobile: N/A

Facsimile number: N/A

Email address: molloypc@xtra.co.nz

First point of contact for communications with the council/building consent authority: Jane Mayo

Building Work

Building consent number: 161212

Description: Domestic Garage

Issued by: Selwyn District Council

Code Compliance

The building consent authority named below is satisfied, on reasonable grounds, that -

- the building work complies with the building consent.

Chris Westwood

Building Inspector

On behalf of: Selwyn District Council

Issue Date: 26 Oct 2016

Form 7 Code compliance certificate

Section 95, Building Act 2004

The building

Street address of building: 2612 Wards Road, Darfield
Legal description of land where building is located: LOT 2 DP 430880
Building name: N/A
Location of building within site/block number: 2612 Wards Road
Darfield
Level/unit number: N/A
Current, lawfully established, use: IA (Intermittent Low)
Number of occupants: N/A
Year first constructed: Unknown

The owner

Name of owner: P C & R M Molloy
Contact person: P C & R M Molloy
Mailing address: 2612 Wards Road, R D 1, Darfield
Street address/registered office: N/A
Phone number: Landline: N/A Mobile: 0273179617
Daytime: Landline: N/A Mobile: 0273179617
After hours: Landline: N/A Mobile: 0273179617
Facsimile number: N/A
Email address: molloypc@xtra.co.nz
First point of contact for communications with the council/building consent authority:

Building work

Building consent number: BC180735
Description: Farm Building
Issued by: Selwyn District Council

Code compliance

The building consent authority named below is satisfied, on reasonable grounds, that -

- the building work complies with the building consent.

Signature: Carl Petersen

Position: Building Control Officer

On behalf of: Selwyn District Council

Date: 05 September 2018



IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS

STREET TREES AND IRRIGATION

The Selwyn District Council would like to make all new home/land owners and their contractors aware of the process of gaining approval to relocate/remove street trees, or alter Council irrigations systems.

In some areas of the Selwyn District, various types of linked dripper irrigation systems are installed to water establishing street trees. In some cases, the system has not been installed very deep in the ground. It is particularly important that any contractors who are going to be excavating within road berms are aware of this and excavate carefully to locate irrigation lines or drippers, or seek assistance from Council as to their presence/location before excavating. Similarly, care should be taken when excavating near street trees to avoid damage to tree roots.

The developer has put a lot of effort into enhancing the streetscape and providing an attractive environment within your subdivision. It is accepted that in some cases when a new home is built, a planted street tree and associated irrigation system may need to be shifted or removed to facilitate vehicle access to the site. Upon formal request, Council will consider giving approval for such changes to the initial planting plan or irrigation system on a case by case basis, after exploring all alternative options available.

Where it has been qualified that trees can be removed or relocated and/or an irrigation system needs to be shifted, then these works are to be organised by Council and/or the Developer and carried out by one of their approved contractors. All costs associated with these works are to be borne by the requesting land owner.

Please be aware, that in some situations, street trees can be removed and landscaping in a subdivision might still be under the management of the developer. In such cases, Council should still be contacted in the first instance, who will forward the request onto the developer for a response.

The following procedure is to be followed by a land owner who is wanting to request removal or relocation of a street tree and/or associated irrigation systems, in order to facilitate vehicle access to their property.

Requests for the removal or shifting of a tree must be made in writing to the Council Reserves Department stating:

- Street address of the property and the lot number;
- Name of the contact person;
- Contact details;
- Reason for the tree to be removed

On receipt of this formal request, Council staff will assess the following:

- Quality of the tree and whether or not the tree can successfully be moved;
- Whether an irrigation system is present and also needs shifting or decommissioning;
- Any conditions of sale by the developer;
- Any Resource Consent conditions;
- Streetscape theme and amenity value contribution of the tree.

If a tree is not able to be shifted and has to be removed, the landowner may also be required to pay for the cost to plant another tree of the same species and of similar size within the road berm as a replacement.

If an agent of the land owner makes the request to Council, then the agent is deemed to be the person responsible for the payment of all expenses relating to this procedure.

CARE FOR ESTABLISHING STREET TREES

Although the Developer and/or Council endeavours to water in newly planted street trees during their initial establishment years, the public is encouraged to assist with watering trees on your road berm. Establishing a tree in an urban environment faces many challenges so give your tree the best chance of reaching its full potential and value.

Council implements an annual programme of street tree inspections and maintenance throughout the district. Street tree maintenance is the responsibility of the Council, who employs a contractor to provide arboricultural services. It is critical that any other tree maintenance required is undertaken by our appointed contractor to ensure consistency in both quality and tree form.

Please contact us by lodging a Service request if your tree requires any tree maintenance.

Thank you for your assistance and co-operation

Reserves Maintenance Staff
Selwyn District Council

Be water wise



Reducing water use is important as Selwyn households tend to be high users of water. Residential properties connected to a Council supply used an average of 1,470 litres of water per day in 2012/13 and 1,386 litres per day in 2011/12. As a comparison, typical household use in New Zealand is around 675 litres per day.

Part of the reason why Selwyn households have higher water consumption is because properties tend to have large sections and over dry summers water use can increase

significantly. Additional bores can be added to increase the capacity of Council water supplies, but this is costly and unsustainable.

Over summer, demand for water is much higher than in winter, as people use more water to maintain their lawns. When demand for water is very high during dry summers, water restrictions can be introduced if necessary.

Demand is especially high at the peak times of 6–9am in the morning and 4–9pm in the evening, when people

use water for cooking, washing and dishwashers, and often water their lawns at the same time.

We are asking everyone to be careful about how they use water, especially in summer when there is more demand for water. Some areas like Rolleston and Darfield also pay for their water based on metered use so reducing your water consumption will mean you spend less on water bills.

How much water do you use?

This chart shows the amount of water typically used for different household activities. Once you know where your water is going, you can think about how you could reduce your water use. If your water is metered and billed this will help reduce how much you spend on water.

Kitchen—Activity	Water used	Buckets
Dishwashing by Hand	12 to 15 litres per wash	1–1½
Dishwasher	20 to 60 litres per wash	2–6
Drinking, Cooking, Cleaning	8 litres per person	¾–1
Bathroom—Activity	Water used	Buckets
Toilet	4.5 to 11 litres per flush	½–1
Bath	50 to 120 litres (half full)	5–12
Shower (8 minutes)	70 to 160 litres per 8 minutes	7–16
Handbasin	5 litres	½
Tap Running (Cleaning teeth, washing hands)	5 litres	½
Leaking Tap	200 litres	20
Laundry—Activity	Water used	Buckets
Washing Machine (Front loading)	23 litres per kg of dry clothing	4–5
Washing Machine (Top Loading)	31 litres per kg of dry clothing	5–6
Outside—Activity	Water used	Buckets
Hand Watering by Hose	600 to 900 litres per hour	60–90
Garden Sprinkler	Up to 1500 litres per hour	150
Car Wash with Hose	100 to 300 litres	10–30
Filling Swimming Pool	20,000 to 50,000 litres	2,000–5,000
Leaking Pipe (1.5mm hole)	300 litres per day	30



Tips for managing your water use

You can help manage your water consumption wisely by following these tips:

Your garden and lawn

- Water your garden and lawn every few days rather than every day. Wetting the soil surface every day encourages roots to develop at the surface, making them more vulnerable to hot dry spells.
- Water your garden and lawn outside of peak water usage hours (avoid 6am–9am, and 4pm–9pm). Watering in the early morning (before 6am) or late evening (after 9pm) will minimise evaporation loss. Also avoid watering in a Nor' West wind as the water will quickly evaporate.
- Using a watering can or hand watering plants by hose often uses far less water than a sprinkler.
- Use a timer to avoid overwatering as it makes plants more susceptible to fungus diseases and will leach out soil nutrients.
- Use mulch or cover the soil with a layer of organic matter to keep the soil moist. Mulches help protect plant roots from drying effects of sun and wind and also reduce weed growth.

- Check if the soil needs watering by digging down with a trowel and having a look. This is a more accurate way to see if watering is needed than looking at the surface.
- Check you have the right head for your sprinkler. Sprinklers should apply water gently so that it seeps into the soil. Some sprinklers apply water faster than the soil can absorb.
- When planting choose drought resistant plants that don't require a lot of water.



Outdoors

- Wash your car with a bucket of water rather than a hose.
- Use a broom rather than hosing down paths and driveways.
- Inspect hoses and taps both indoors and outdoors to check for leaks which waste water.
- Collect rainwater for use watering gardens and lawns.
- If you have a swimming pool, keep it covered to stop the water evaporating.

Indoors

- Reduce your water consumption at the peak times of 6-9am and 4-9pm. Easy ways to do this include using your washing machine after 9pm at night, and putting your dishwasher on just before you go to bed.
- Take a short shower instead of a bath.
- Don't switch on the dishwasher or washing machine until you have a full load.
- Use a half flush when using the toilet.

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.

