PRE-PURCHASE DOCUMENTS
&
DISCLOSURE DOCUMENTS

SOLD ON KĀPITI
real estate

STATEMENT OF

PASSING OVER INFORMATION

This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor of the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Ownly (REAA 2008) and Sold On Kapiti Limited does not accept any responsibility to any person for the accuracy of the information herein.

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Property Information and Disclosures

Property Address: 65 Fairfield Road, Levin. Lots - 54,72, 71, 69, 39, 40, 41, 42, 74,75, 52, 46, 31 & 28

Listing Salesperson/people: Sold on Kāpiti - Karl Matakatea and Zoe Degotardi

Vendor to complete the following disclosures at time of listing:

Vendor's Warranties

When completing a Sale & Purchase Agreement, the Vendors Warranties clause requires that:

a) You have not received any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or government authority or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from any other party.

b) You have no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

If you are unable to warrant either of the above, please describe:

Notes:

Insurance

☑ No ☐ Yes Have you ever made any insurance or EQC claims in connection with the property?

☑ No ☐ Yes Have you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this property?

If 'YES' to any of the above, please explain:

Property Disclosures (include notes for further detail)

☑ No ☐ Yes Is the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they have signed related agreements or consents to) which may affect a customer's decision to purchase?

☑ No ☐ Yes Are there any areas of concern relating to the property and it's neighbourhood? For example, criminal activity, possible nearby developments, unusual death at the property, neighbourhood disputes, boundary issues, fencing issues or Council Encroachments at the property?

☐ No ☐ Yes Is everything in proper working order, including but not limited to electrical fittings, appliances, plumbing, locks and keys and remotes to all outside doors, wood burners, heating, security systems and airconditioning and including all of the intended chattels?

☑ No ☐ Yes Does the property display characteristics of asbestos presence?

☑ No ☐ Yes Does the property display evidence of the presence of Dux Qest plumbing?

☑ No ☐ Yes Does the property display evidence of the presence of weatherside cladding?

☑ No ☐ Yes Are there keys and/or remotes (if applicable) for every external door?

Insulation:

Is there Insulation:			
in all external walls (ex-garage)?	☑ No	☐ Yes	☐ Unsure
in the ceiling?	☑ No	☐ Yes	☐ Unsure
underfloor?	☑ No	☐ Yes	☐ Unsure
in garage (if part of house)?	☑ No	☐ Yes	☐ Unsure

Additional Notes:

Property Disclosures continued

☐ No ☑ Yes Is the property connected to town services? - water, stormwater, sewage?
If, no, describe fully the property's arrangements and detail servicing arrangements, including when last serviced?

☑ No ☐ Yes Will there be water/electricity/gas available for the new owner on settlement?

☑ No ☐ Yes Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:

If, yes, was the property professionally remedied? ☐ No ☐ Yes
Can you provide evidence of this? ☐ No ☐ Yes

☑ No ☐ Yes Does the property have a wood burner or open fire? place?
When was it last serviced?
Does it have a Code Compliance Certificate or Permit? ☐ No ☐ Yes ☐ N/A

☑ No ☐ Yes Are there any retaining walls on or about the property?
Is there a Code Compliance Certificate or Permit available (where applicable)? ☐ No ☐ Yes ☑ N/A
Is there any evidence of movement in the wall/s? If so please explain ☐ No ☐ Yes

☑ No ☐ Yes Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?

☑ No ☐ Yes Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?

☑ No ☐ Yes Is there any evidence or issues relating to the structural integrity of the dwelling, e.g. building subsidence, signs of movement, walls removed?

☐ No ☑ Yes Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?

☑ No ☐ Yes Have any fully-tiled showers been installed? (They will need a CCC)

☑ No ☐ Yes Is there any evidence of current or past insect, rodent or animal issues on the property?

Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s) ☐ Yes ☑ No

a) are they fully City Council compliant for their claimed type of use? ☐ No ☐ Yes ☐ N/A

b) is there anything about them that should be disclosed to buyers? ☐ No ☐ Yes

c) are they fully operational (completed, permanent power supplied etc)? ☐ No ☐ Yes

☑ No ☐ Yes ☑ N/A ☐ Unsure If the property is a rental property does the home met the "healthy homes" requirements?
*The healthy homes standards became law on 1 July 2019. The healthy homes standards introduce specific and minimum standards for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping **in rental properties.** All private rentals must comply within 90 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2024. see www.tenancy.govt.nz*

☐ No ☐ Yes ☐ Unsure ☑ N/A If the property is a Unit Title, Cross Lease, Company Share and/or has a Body Corp or has special rules of occupation, is there any limitation on normal residential activity (e.g. having pets, tenants, parking vehicles etc.)

Additional Notes: (if required)

Property Disclosures continued
Leaks Disclosure

☑ No ☐ Yes Was any part of any building (or alterations to) constructed in 1990 – 2005? (This period is noted for potential weathertightness issues.

☑ No ☐ Yes WATER: Are you aware of any weathertightness or water damage issues past or present (leaks, mould, dampness, flood damage, failed offers, remedial action applied to any problem area(s) or any matter related to water ingress or damage affecting any building forming part of the property)? If 'Yes' describe fully:

Documents provided by the Vendor

The following will be made available to buyers via the buyer document link upon request. Agent will note or cross out all the documents available and if provided tick to confirm they are in the Buyer Info Pack.

LIM ☐Available	☐Uploaded to Buyer Documents
Title & Instruments ☐Available	☐Uploaded to Buyer Documents
Building report ☐Available	☐Uploaded to Buyer Documents
CCC ☐Available	☐Uploaded to Buyer Documents
HH report ☐Available	☐Uploaded to Buyer Documents
RC ☐Available	☐Uploaded to Buyer Documents
Building Consents ☐Available	☐Uploaded to Buyer Documents

Any relevant certificates like Safe & Sanitary reports, QC data, Insulation or COA certificates? 13,800 ☐Uploaded to Buyer Documents

Other 1,800 ☐Uploaded to Buyer Documents

The client(s) undertake to disclose to ownly and the listing salesperson (in writing - addressed to the listing salesperson) details of any water penetration issues that they become aware of between listed date and sold date. Additional Notes: (if required)

This section is to be maintained during the course of the listing by the salesperson.

If I am aware, or become aware during the course of the listing, that (under ownly or any agency);that there has been an accepted offer within the last twelve months on the property that did not progress to confirmation or settlement, or a potential Purchaser withdrew an offer on the basis of a professional report or was unable to arrange finance or insurance because of an issue with the property, it will be explained below, together with our understanding of the reason for the failure, if it is known.

12,000

Salespersons notes: If I become aware during the course of the listing of any Disclosure issues (that were not disclosed elsewhere in this document) I will note them here or on the supplementary page attached:

We always recommend that purchasers complete thorough due diligence, including (but not limited to) building reports, solicitor approvals, finance approvals, etc.

Vendor Declaration

"The above information has been provided to the best of our knowledge, accurately and in good faith. If we are aware of any defects above or below the ground that could affect the property's weathertightness, durability or habitability we have disclosed them herein. Anything discovered subsequently will be disclosed to the salesperson in writing. We understand the information in this document or subsequent information provided is required by law to be disclosed to Purchasers.

We acknowledge that we have been given a hard copy or electronic link to the company Privacy Policy outlining both the Direct and Indirect Collection of Personal Information that is legally required during the listing process."

Name	Signed by the Vendor(s) or authorised person	Date
Hayden Armstrong		28 May 26
Matthew Armstrong		28 May 26

General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

Bright-Line Test

The bright-line test in New Zealand determines whether the profit from selling residential property is subject to income tax, based on the duration of ownership. As of 1 July 2024, significant changes have been implemented:
Current Rules (Effective 1 July 2024):
Bright-line Period: If you sell a residential property on or after 1 July 2024, the bright-line test applies if the property is sold within 2 years of acquisition.
Exemptions:
Main Home: The bright-line test does not apply if the property sold is your main home.
Business Premises and Farmland: Sales of properties used predominantly as business premises or farmland are also exempt.
Start and End Dates:
Start Date: For a standard property purchase, the bright-line period begins on the date the property's title is transferred to you, typically the settlement date.
End Date: The period ends when you enter into a binding sale and purchase agreement to sell the property.
Further information: ird.govt.nz

Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
  - has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
  - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
  - is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

These checks can take days, and sometimes weeks if a trust or company is involved: we strongly recommend that you arrange to get things underway as soon as possible.

Further information: dia.govt.nz **Other useful sites** settled.govt.nz

Property Disclosures

Additional Notes: (if required)

Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at

____(**Property**).

Purchaser Name: ____

Address: ____

Phone: ____

Email: ____

Solicitor: ____
(Name) *(Firm)*

Overseas Investment Act:

☐ I/We understand that residential property purchases are now subject to the provisions of the Overseas Investment Act 2005 (**OIA**). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent, do not have OIA consent and do not make our offer conditional upon obtaining it, we will be in breach of the OIA and may be liable for fines of up to $300,000, I/ we may not be able to settle the transaction and may incur liability to the vendor (including losing my/our deposit).

IF YOU ARE UNCERTAIN ABOUT YOUR ELIGIBILITY OR WHETHER THE PROPERTY IS SUBJECT TO THE OIA, YOU MUST MAKE YOUR OFFER SUBJECT TO OBTAINING OVERSEAS INVESTMENT OFFICE CONSENT.

AUCTIONS

YOU MUST NOT BID AT AN AUCTION UNLESS YOU ARE ABLE TO BUY THE PROPERTY ON AN UNCONDITIONAL BASIS. YOU MAY INCUR FINES OF UP TO $300,000 AND LIABILITY TO THE VENDOR IF YOU PURCHASE THE PROPERTY AT AUCTION IN CIRCUMSTANCES WHERE YOU DO NOT MEET THE ELIGIBILITY CRITERIA IN THE OIA. OBTAIN LEGAL ADVICE BEFORE BIDDING IF YOU ARE UNSURE WHETHER YOU MEET THE ELIGIBILITY CRITERIA.

Customer Due Diligence:

☐ I/we understand and acknowledge that before my lawyer can act for me, they must complete customer due diligence (**CDD**) on me under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (**AML/CFTA**). If my lawyer cannot complete customer due diligence on me and cannot act for me as a result, I may not be able to satisfy conditions under the agreement or settle the property purchase. This may result in me incurring liability to the vendor.

Sharing of Sales Information with the Real Estate Institute of New Zealand:

☐ I/we understand and acknowledge that the listing agent will collate and share property information for research, reports, statistical analysis, and other purposes, including in particular sharing listing and sales data with the Real Estate Institute of New Zealand (REINZ), for inclusion in the databases, reports and materials made available by REINZ to people in the real estate industry and others. Other than for statistical or research purposes that do not specifically identify you or the property, information relating to the Property and any sale of the Property will be provided to REINZ once the sale has become unconditional, and shared by REINZ either directly or indirectly with other agents and online platforms to enable them to provide indicative values of other properties in the area. Agents incorporate this information into appraisals that they are required under the Real Estate Agents Act 2008 to provide to prospective vendors and it is generally available for purchasers and interested parties looking to understand the property market in the area, in advance of this information becoming publicly available from the relevant local council.

PRIVACY & INDIRECT COLLECTION ADVICE - PRIVACY ACT 2020 IPP3 AND IPP 3A

☐ ownly also collects personal information about you from third party sources (indirect collection). Under IPP 3a, from 1 May 2026, we notify you of this, Indirect sources include REAL (AML/CFT Identity Identification), your legal or financial advisers, LINZ and Council databases, referrals from clients or business contacts, purchased database contacts, photographers, virtual operators and other contracted service providers, and regulators, and Government agencies required by law. Information is only used to facilitate the transaction and meet legal obligations. To contact our Privacy Officer: HQ@ownly.nz 022 364 774. A full Privacy Statement is available upon request.

I/We confirm I/We have read and understood this Privacy & Indirect Collection Notice and consent to the collection, use and disclosure of my/our personal information as described.

Signed:	______________________	*Signed:*	______________________
Name:	______________________	*Name:*	______________________
Date:	______________________	*Date:*	______________________

If you are intending to purchase the property as trustees of a trust, all trustees must sign this form.

If a company is purchasing the property, by signing this form you acknowledge that you are duly authorised to sign this form on the company's behalf.