MCRAE & KNOWLER

PROPERTY BROCHURE

50 FALCONS VIEW DRIVE, ROLLESTON

50 FALCONS VIEW DRIVE, ROLLESTON

Deadline (unless sold prior), Thursday, 13 August, 1pm

QUALITY BUILT.
BEAUTIFULLY FINISHED.

4 2 2 212 m^2 561 m^2

This beautifully finished home combines thoughtful design with quality craftsmanship, creating a home that's as functional as it is stylish.

The well-appointed kitchen is the heart of the home, featuring quality Westinghouse appliances, a spacious walk-in pantry, and effortless connection to the open-plan dining and family living area. A separate lounge offers valuable flexibility, while seamless flow to the outdoor decking makes entertaining and everyday living equally enjoyable.

Privately positioned, the master suite provides a peaceful retreat with a walk-in wardrobe and a beautiful ensuite featuring a tiled shower and underfloor heating. Three further bedrooms are complemented by a stylish family bathroom, separate toilet with vanity, and a dedicated study - perfect for working from home, homework, or hobbies.

Comfort has been carefully considered with thermally broken, argon gas-filled double glazing, two heat pumps, and in-ceiling Bluetooth speakers, creating a home that's warm and ready to enjoy in every season.

A separate laundry, carpeted double internal-access garage, and quality finishes throughout complete a home that has been designed to make modern family living effortless.

SCAN TO DOWNLOAD REPORTS AND SALE PARTICULARS

TANYA MARILLIER tanya@mkrealestate.co.nz 027 383 3844






LEGALS

Land area	561 sqm
Floor area	212 sqm
Tenure	Freehold
Land value	$340,000
Council zone	Residential Zone A

ENERGY

Heating	2 x Heat Pumps
Insulation	Roof, Walls
Windows	Aluminum, Double Glazed
Water heating	Electric
Ventilation	Extractor Fans

CONSTRUCTION

Year built	2026
Exterior	Rockcote & Cedar
Roof	Coloursteel
EQ repairs	Post Quake Build

EDUCATION

Early childhood	Freckles Early Learning Centre, Wildheart ECE Rolleston
Primary	Te Rōhutu Whio, Rolleston Christian College
Secondary	Rolleston College

CHATTELS

Fixed Floor Coverings, Light Fittings, Westinghouse Pyroclean Oven, Westinghouse Induction Hob, Westinghouse Dishwasher, Rangehood, Insinkirator, Ceiling Speakers, 2 x Heat Pumps, Standalone Bath, 2 x Heated Towel Rails, Underfloor Heating in the Ensuite, Garage Door Opener & 2 x Remotes, Smoke Detectors

TITLE & COVENANTS

RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

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

R.W. Muir
Registrar-General
of Land

Identifier **1252661**
Land Registration District **Canterbury**
Date Issued 17 December 2025

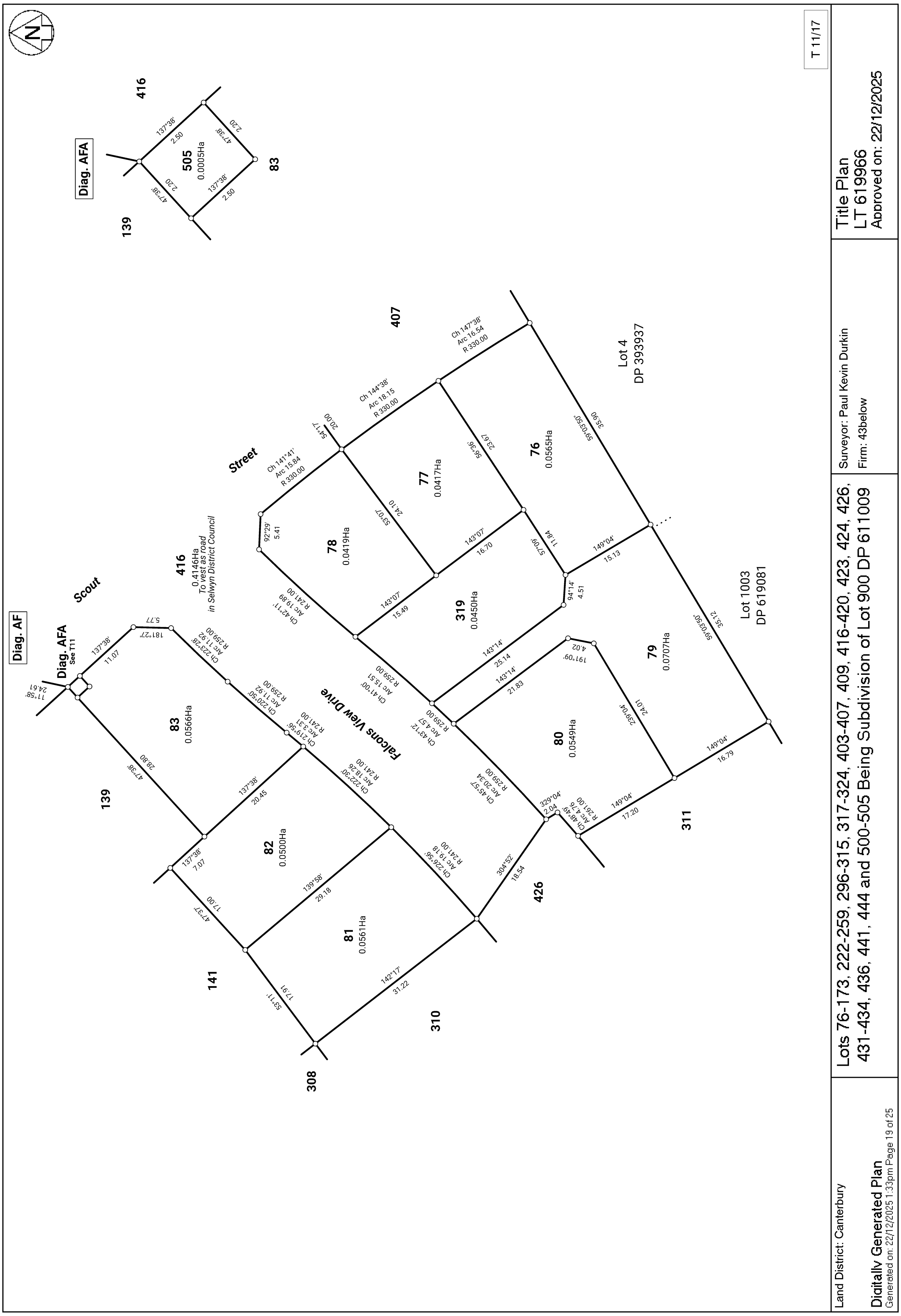
Prior References
1224006

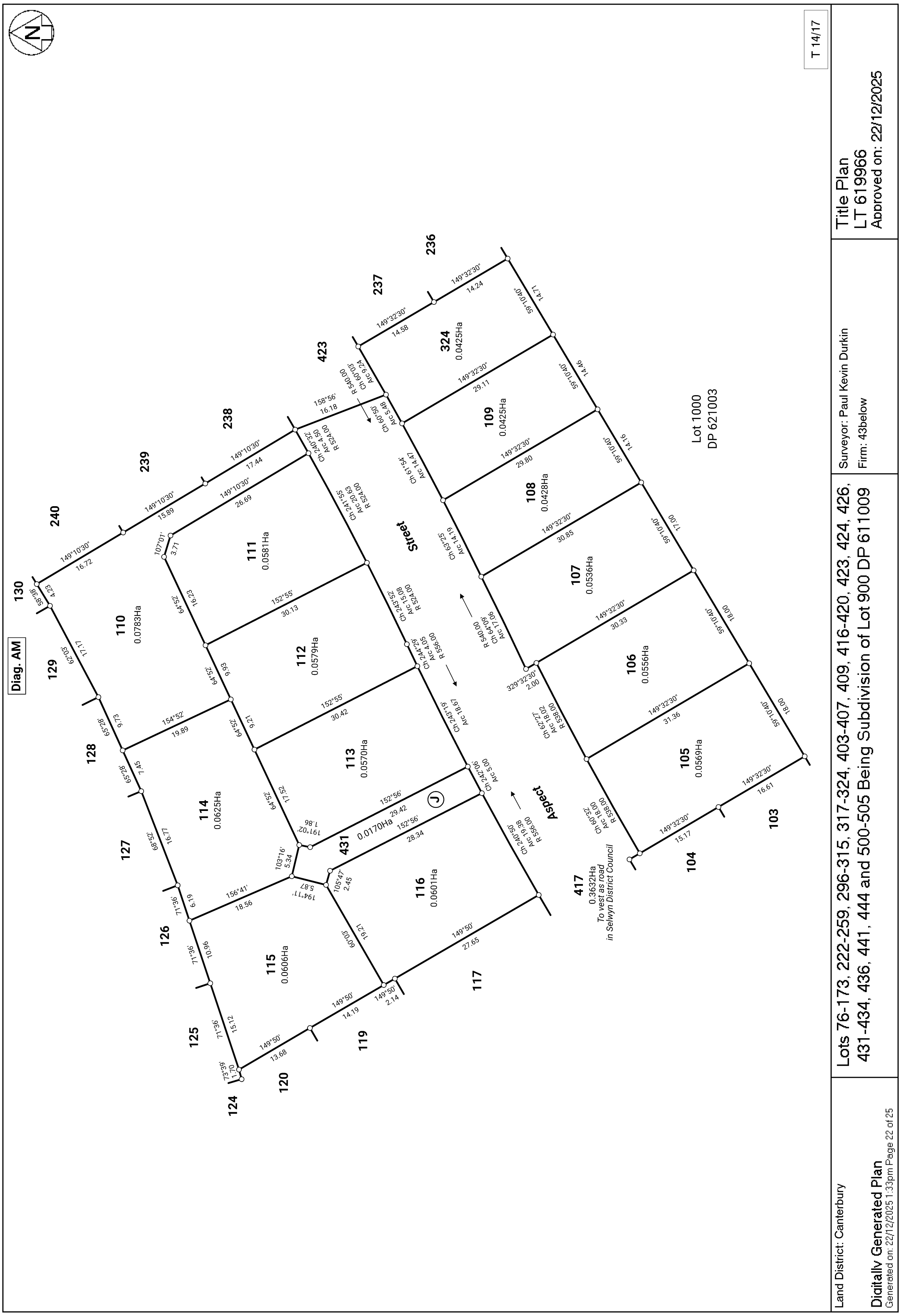
Estate Fee Simple
Area 561 square metres more or less
Legal Description Lot 81 Deposited Plan 619966
Registered Owners
Yoursection FV Limited

Interests

13129698.1 Mortgage to Kiwibank Limited - 8.10.2024 at 4:32 pm

Land Covenant (in gross) in favour of Yoursection FV Limited created by Covenant Instrument 13399832.15 - 17.12.2025 at 2:59 pm


Title Plan
LT 619966
Approved on: 22/12/2025
Surveyor: Paul Kevin Durkin
Firm: 43below
Lots 76-173, 222-259, 296-315, 317-324, 403-407, 409, 416-420, 423, 424, 426, 431-434, 436, 441, 444 and 500-505 Being Subdivision of Lot 900 DP 611009
Land District: Canterbury
Digitally Generated Plan
T 11/17
Diag. AFA
Diag. AF
Scout Street
Falcons View Drive
416
0.4146Ha
To vest as road
in Selwyn District Council
Lot 4
DP 393937
Lot 1003
DP 619081
505
0.0005Ha
76
0.0565Ha
77
0.0417Ha
78
0.0419Ha
319
0.0450Ha
79
0.0707Ha
80
0.0549Ha
83
0.0566Ha
82
0.0500Ha
81
0.0561Ha


Title Plan
LT 619966
Approved on: 22/12/2025
Surveyor: Paul Kevin Durkin
Firm: 43below
Lots 76-173, 222-259, 296-315, 317-324, 403-407, 409, 416-420, 423, 424, 426, 431-434, 436, 441, 444 and 500-505 Being Subdivision of Lot 900 DP 611009
Land District: Canterbury
Digitally Generated Plan
Generated on: 22/12/2025 1:33pm Page 22 of 25
T 14/17
Diag. AM
Aspect Street
Lot 1000
DP 621003
417
0.3632Ha
To vest as road
in Selwyn District Council

View Instrument Details

Instrument No	13399832.15
Status	Registered
Lodged By	Tait, Andrew David Royds
Date & Time Lodged	17 Dec 2025 14:59
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
1252661	Canterbury
1252662	Canterbury
1252663	Canterbury
1252664	Canterbury
1252665	Canterbury
1252666	Canterbury
1252667	Canterbury
1252668	Canterbury
1252691	Canterbury
1252692	Canterbury
1252693	Canterbury
1252694	Canterbury
1252695	Canterbury
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1252718	Canterbury
1252719	Canterbury
1252720	Canterbury
1252721	Canterbury

Affected Records of Title	Land District
1252722	Canterbury
1252723	Canterbury
1252724	Canterbury
1252725	Canterbury
1252726	Canterbury
1252727	Canterbury
1252728	Canterbury
1252729	Canterbury
1252730	Canterbury
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1252784	Canterbury
1252785	Canterbury

Affected Records of Title	Land District
1252786	Canterbury
1252787	Canterbury
1252788	Canterbury
1252789	Canterbury
1252790	Canterbury
1252791	Canterbury
1252800	Canterbury
1252801	Canterbury
1252802	Canterbury
1252803	Canterbury
1252804	Canterbury
1252805	Canterbury
1252806	Canterbury

Annexure Schedule Contains 5 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 Andrew David Royds Tait as Covenantor Representative on 09/12/2025 11:57 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 Andrew David Royds Tait as Covenantee Representative on 09/12/2025 11:57 AM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263

COVENANT INSTRUMENT TO NOTE LAND COVENANT

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

Registrar-General of Land
Approval
2018/6263
ADLS

Covenantor *Surname(s) must be underlined or in CAPITALS.*

YOURSECTION FV LIMITED

Covenantee *Surname(s) must be underlined or in CAPITALS.*

YOURSECTION FV LIMITED

Grant of Covenant

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

Schedule A *Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants	**DP 619966**	**Lots 81-88, 111-173, 245-259, 304-310 DP619966 (1252661-1252668, 1252691-1252753, 1252777-1252791, 1252800-1252806)**	**In Gross**

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

Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

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

[Annexure Schedule 1].

ANNEXURE SCHEDULE 1

PROTECTIVE COVENANTS – Stages 7-10, 15 and 17

The Covenantor shall not:

1. Permit any works to be carried out on the Burdened Land (including site preparation) prior to the erection and completion of all side and rear boundary fences in accordance with clause 12 below. Furthermore the berm and kerb crossing up to and including road metalling must be completed prior to construction of the dwelling.
2. Permit the Burdened Land to be occupied or used as a residence either prior to the dwelling being completed (including driveways, pathways, landscaping and seeding of lawns visible from the road boundary frontage) and a Code Compliance Certificate has been issued by the Selwyn District Council or by the erection of temporary structures or by the placing thereon of caravans and/or vehicles used for human habitation.
3. Use as a roofing material anything other than tiles (clay, ceramic, concrete, decromastic, pre-coated pressed steel), cedar, slate or bitumen shingles or painted long-run pressed steel with less than a **25**-degree roof pitch[i]. This Clause shall expire and be of no further effect on 31st December 2040.
4. Erect or permit to be erected or placed on the Burdened Land any dwelling house greater than one storey other than Lots 111 – 113 and 116 – 118 DP619966.
5. Use the Burdened Land to assist with the development and/or subdivision of any land adjacent to the Covenantee's development. However, the Covenantee retains the right at all times to further subdivide or approve any other subdivision of any lot in the Covenantee's development or any future stage in the Covenantee's development. This Clause shall expire and be of no further effect on 31st December 2040.
6. Use as exterior cladding material other than clay brick, recycled brick, stained or painted weatherboard, painted or sealed concrete block masonry, natural stone, stucco, plaster, coated zincalume, glazing or any combination of the above. This Clause shall expire and be of no further effect on 31st December 2040.
7. Use a roofing material, guttering, down pipe or exterior cladding material comprising unpainted and/or exposed zinc coated products.
8. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan and external colour scheme) that have been approved by the Covenantee in its sole discretion prior to the commencement of building with such approval following the "Design Guide for Your Section". In considering plans for approval the Covenantee

shall take into account architectural merit, colours, and visual appearance. A construction bond of $4,000 is payable to the Covenantee upon settlement. This Clause shall expire and be of no further effect on 31st December 2040.

9. Construct a driveway of materials other than of fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic concrete, concrete cobblestones or pavers or similar. The maximum width of the road crossing shall be 4.8m at the road boundary and should be off-set a minimum of 750mm from the side boundary to allow for landscaping. Such driveway to be completed in accordance with clause 2 above. Where a swale or other feature exists between the road and the Burdened Land, the driveway crossing the swale shall be constructed in the location, manner and form directed by the Covenantee and/or the Selwyn District Council. Where the Covenantee has constructed a sealed driveway to the Burdened Land, this access point must be used by the Covenantor as the primary driveway entry. This entry point may not be removed or relocated without the prior written consent of the Covenantee prior to 31st December 2040.
10. Attach to or protrude from the front (or the side within 7 metres of the road boundary) of the dwelling house, garage or other structure any fixture including but not limited to air-conditioning units, television or radio aerials, satellite dishes, and/or solar panels that in the Covenantee's sole discretion are obtrusive.
11. Permit the installation of control equipment for gas or meter boxes visible on the road front elevation of the dwelling;
12. Erect or permit to be erected on the Burdened Land any fence or boundary wall:
    a) within 2.0 metres of the road boundary[ii] except on:
        (i) on lots which have road frontage on two boundaries, where fencing on the secondary road frontage may be permitted on the boundary;
        (ii) street front fencing on lots specified in (i) above shall be of similar materials to the dwelling;
        (iii) approval of fence design may be declined at the Covenantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision;
        (iv) however at all times such fencing shall comply with the District Plan rules.
    b) on boundaries fronting a reserve or waterway that has not received specific design approval of the Covenantee. Such fences shall use the design as specified by the Covenantee. Approval of fence design may be declined at the Covenantee's sole discretion if the planned fencing is seen to potentially cause detriment to the subdivision or neighbouring amenity. Fencing fronting reserves shall be of 'open' style for a minimum of 50% of the reserve boundary[iii];

c) on the internal boundaries of a height greater than 2.0m above the surrounding finished ground level and of materials other than new timber. All internal boundary fences shall be constructed from masonry or solid timber or in the form of a paling fence and timber capping unless otherwise approved by the Covenantee;

However the Covenantee retains the right at all times to erect boundary fencing on any boundary. Such fencing erected by the Covenantee shall not be removed without prior written consent of the Covenantee. This Clause shall expire and be of no further effect on 31st December 2040.

13. Cause any damage to landscaping, irrigation, berms and kerbs contained within the legal road reserve either in front of or adjacent to the Burdened Land. Should damage occur, the Covenantor shall immediately repair such damage. If such damage is not immediately repaired, the Covenantee shall have the right to rectify such damage with reasonable costs to be met by the Covenantor, payable on demand.
14. Remove or relocate from the Burdened Land any fence, tree or shrub constructed or installed by the Covenantee that is within 2.0 metres of the road frontage without the prior written consent of the Covenantee. This Clause shall expire and be of no further effect on 31st December 2040.
15. Permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 150mm. The Covenantee shall have the right to remove any building materials from the Burdened Land or any adjoining site or to maintain the site in a reasonable condition, that in their sole discretion, if left in their state, may be detrimental to the subdivision with reasonable costs to be met by Covenantor, payable on demand.
16. Permit the erection of any sign on the Burdened Land other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Covenantee will only permit the erection of signage indicating a business if such signage is acceptable in the sole discretion of the Covenantee and prior written consent is obtained. The Covenantee shall have the right to remove any sign, which in their sole discretion is unacceptable without prior warning.
17. Permit the dwelling to be used as a show home without written consent of the Covenantee. The Covenantee shall retain sole discretion over the number of dwellings to be used for show homes purposes. This Clause shall expire and be of no further effect on 31st December 2040.

General Covenants:

18. In the event that the Covenantor disagrees with an exercise of discretion by the Covenantee under clause 8 above then the matter shall be referred to an architect nominated by the Covenantee. The consent of the Covenantee shall be deemed to be given if such architect certifies that the

proposed buildings and improvements on the Burdened Land are appropriate and suitable for a high quality residential subdivision and will not have any adverse effect on the other lots.

19. The Covenantee shall neither be required nor be liable to enforce such above covenants.
20. The Covenantor (including the Covenantor's successors in title and subsequent assignees of the Burdened Land) covenant with the Covenantee (including any subsidiary or associated company of the Covenantee or successor or assigns to the Covenantee) that they will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Covenantee from progressing and completing the Covenantee's Falcon's View development plans and/or effecting any zone change and/or subdivision and/or resource consents needed to generally give effect to the Falcon's View development. This covenant by the Covenantor applies (without limitation) to any Resource Consent application, Environment Court application or Territorial Authority Building Consent application or other necessary consent process involving, such development, and the benefit of this covenant also applies to any adjoining or neighbouring property the Covenantee may own or subsequently purchase to progress such development.
21. In this instrument, the following words have the following meaning:

"*Development*" means the Covenantee's subdivision known as Falcons View.

"*Covenantee*" means Yoursection FV Limited.

"*Covenantor*" means and includes all persons executing this instrument as Covenantor, its subsidiaries and associated companies and their executors, administrators, assigns and successors in title.

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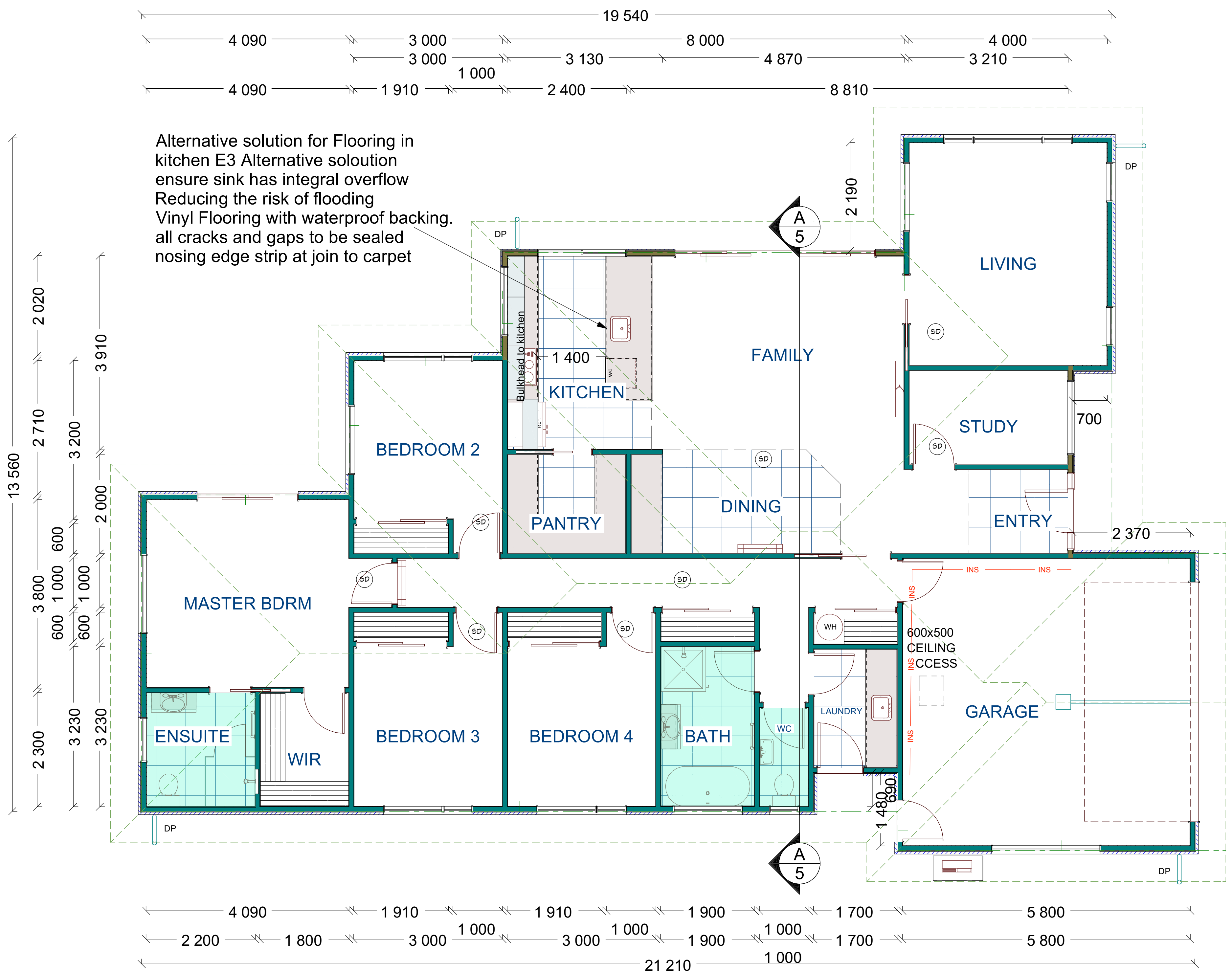
[i] *Alternative roofing materials, roof pitch & external cladding materials may be permitted if in the opinion of the Covenantee, those materials and pitch will not adversely effect the development.*

[ii] *The Covenantee retains the right to approve fencing within 2.0m of the road frontage due to the irregular shape, size or orientation of the lot. For the avoidance of doubt, the word 'road' includes right of way and access lot or any lot to vest in the Selwyn District Council.*

[iii] *The Covenantee may at their sole discretion approve solid fencing greater than 50% of the frontage of any reserve lot if such increase is required for privacy or design purposes.*

ADDITIONAL DOCS



Alternative solution for flooring not requiring waterproofing

all sinks to have overflow wastes reducing likelihood of overflow

Tiles- Ceramic or stone tiles to have 6% maximum water absorption, waterproof grouted joints, and bedded with an approved adhesive.

Tiled Floors

wet area to have impervious waterproof substrate laid under tiles

SD F7 AS1 NZS 4514:2021 interconnected smoke alarms

Smoke Alarm. Complying with BS EN 14604 or UL 217, ULC S531, AS 3786. ISO 12239

Note.
All recessed downlights to be, IC-F rated with 1-per 5m² minimum

Acrylic shower in main bathroom
Tiled Shower in Ensuite
All shower units to have 10mm toughened safety glazing to doors & screens to comply with AS/NZS 2208:1996

Kitchen Bench, to comply with G3/AS1 1.1.3 food preparation and prevention of contamination
Splash backs, to be either glass or tiled
All painted surfaces in wet areas to be painted with semi-gloss paint over gib linings to comply with E3/AS1 Clause 3

Garage notes:

R2.6 min, insulation to Internal garage-house walls.
Garage Exterior walls optional.

Floor Plan
Area 212m² O/Frame
Scale 1-100

DT Design
Mobile 022 101 8879
email dtdesignnz@icloud.com

All measurements, distances from boundaries and other relevant details to be confirmed on site and with respective authorities before building commences. E&OE

DT DESIGN

LICENSED BUILDING PRACTITIONER BUILDING CONFIDENCE

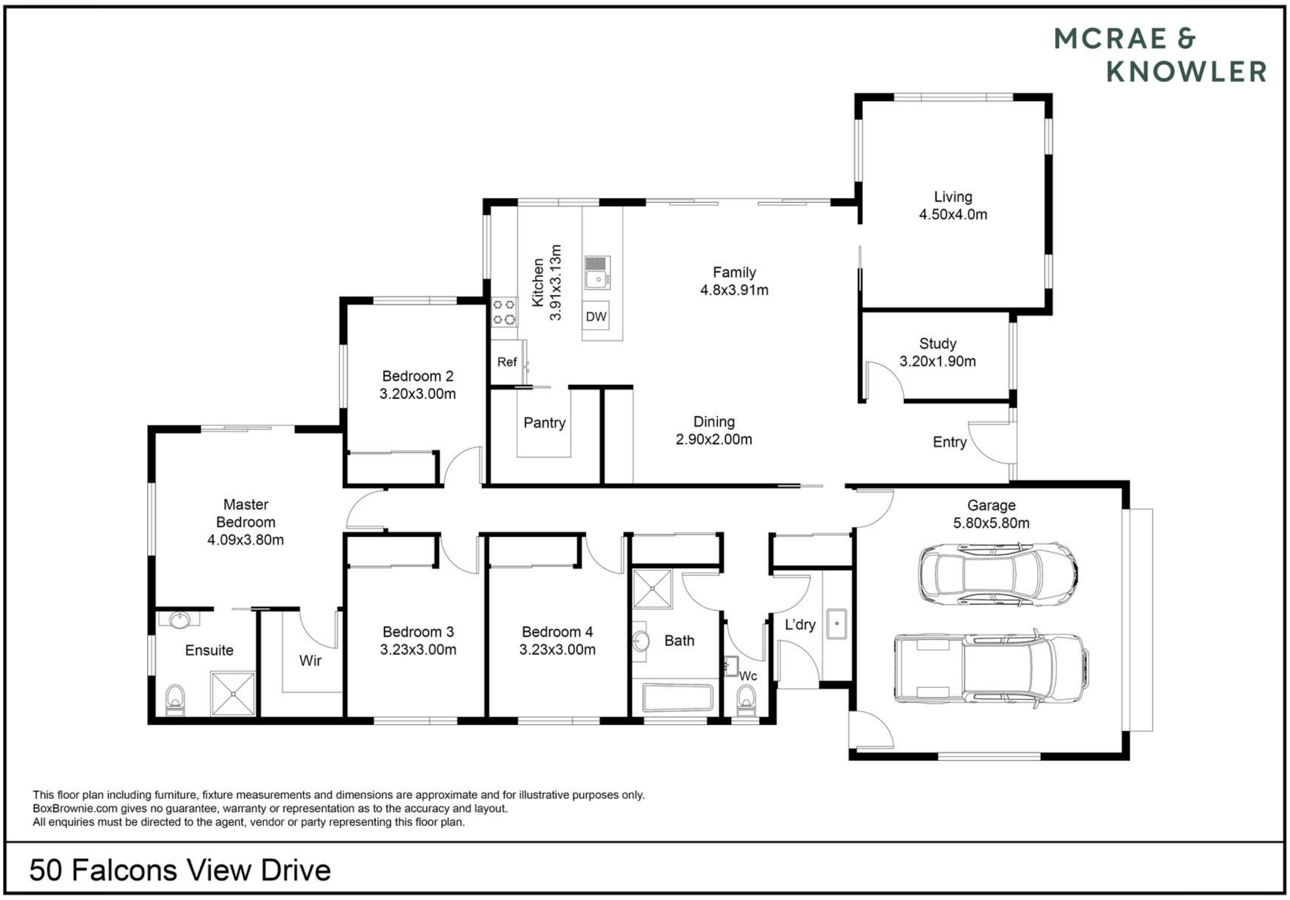
a member of DANZ Reg No. 5998

Proposed Residence For

Bell Developments
50 Falcons View Drive
Rolleston

Date:	*17/2/2026*	Area:	
Scale:	1-100	Plan #	
Drawn By:	*D Sowerby*		

NOTES



MCRAE &
KNOWLER
Living
4.50x4.0m
Kitchen
3.91x3.13m
DW
Family
4.8x3.91m
Study
3.20x1.90m
Ref
Bedroom 2
3.20x3.00m
Pantry
Dining
2.90x2.00m
Entry
Master
Bedroom
4.09x3.80m
Garage
5.80x5.80m
Bedroom 3
3.23x3.00m
Bedroom 4
3.23x3.00m
Bath
L'dry
Ensuite
Wir
Wc
This floor plan including furniture, fixture measurements and dimensions are approximate and for illustrative purposes only.
BoxBrownie.com gives no guarantee, warranty or representation as to the accuracy and layout.
All enquiries must be directed to the agent, vendor or party representing this floor plan.
50 Falcons View Drive

REA GUIDELINES

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

Buying or selling your property?

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 and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on 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.

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

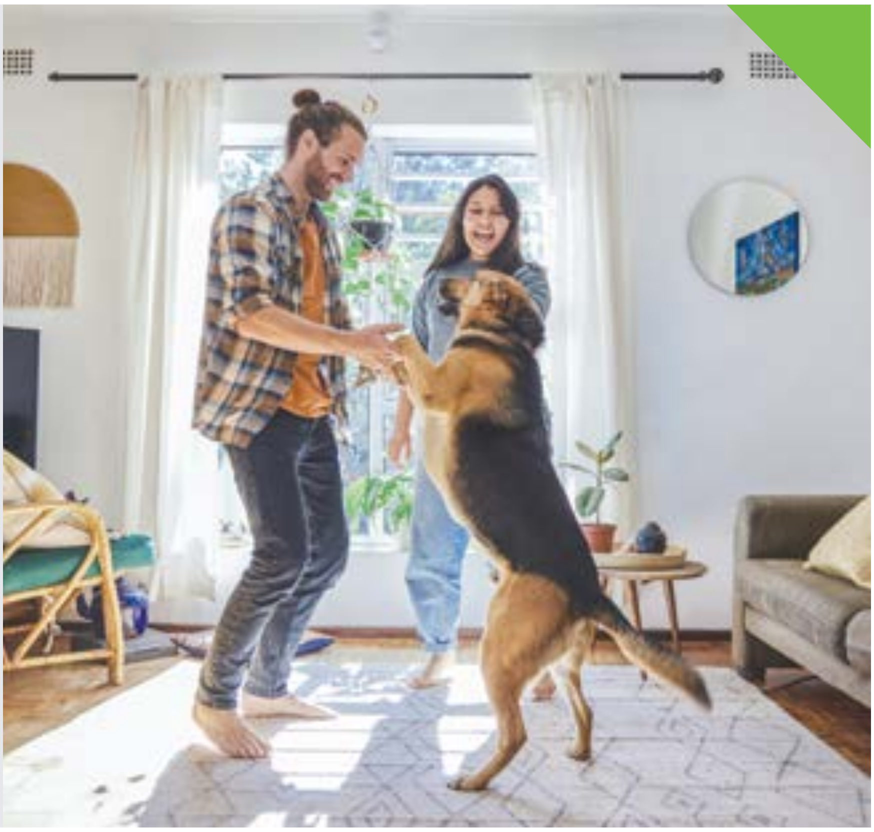
Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- 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.

INTRODUCING

TANYA MARILLIER

Having firmly established herself as a trusted local expert in Selwyn's real estate market, Tanya understands that buying or selling a home isn't just a transaction—it's a journey. With eight years of experience and over $100 million in real estate sales, she brings passion, expertise, and meticulous attention to detail to every client and customer she works with.

Tanya's top priority is always her clients. She takes the time to listen, understand their needs, and tailor her approach to ensure the best possible outcome. "One-size-fits-all" Real Estate is not an ethos she believes in.

Her goal is to make the process smooth, stress-free, and even enjoyable. What truly sets Tanya apart is her commitment to delivering exceptional service beyond just the sale.

In a fast-paced and ever-changing property market, Tanya stays ahead by continuously refining her strategies and adapting to new challenges. She leverages cutting-edge tools, market insights, and innovative techniques to give her clients a competitive edge.

Before real estate, Tanya spent over 16 years excelling in corporate finance, administration, and office management. Her strong organizational skills, attention to detail, and client-focused mindset have been key to her continued success—just ask her happy clients.

SCAN TO REQUEST
A MARKET PRICE
UPDATE

This information has been supplied by the vendor or the vendor's agents. Accordingly McRae & Knowler is merely passing over the information as supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice. To the maximum extent permitted by law McRae & Knowler do not accept any responsibility to any person for the accuracy of the information herein.

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