MCRAE & KNOWLER

PROPERTY BROCHURE

1 SOHO LANE, WEST MELTON

1 SOHO LANE, WEST MELTON

ELEVATED FAMILY LIVING.

4 2 3 252m² 1100 m²

Positioned on a sprawling 1100sqm section, this brand-new home is a masterful blend of space, style and considered specification, designed for families who expect more.

Step through the entrance foyer into a home that's been thoughtfully zoned for everyday living and entertaining alike. A dedicated office sits near the entry, ideal for those working from home, while a separate lounge offers a quiet retreat from the open-plan hub of the house.

At the heart of the home, the open-plan kitchen, dining and living area is finished with a striking feature ceiling, Bluetooth speakers, and a dedicated drinks and entertaining station - perfect for hosting. The kitchen itself is a standout, with a stone benchtops offering plenty of workspace, a handy service window, walk-in pantry, 90cm oven and cooktop, and a plumbed double fridge space.

Indoor-outdoor flow is a real feature of this home, with all living areas opening out to the deck; ideal for entertaining or simply enjoying the good-sized, sun-soaked section.

The master suite is a true sanctuary, featuring a large walk-in robe, sliders opening directly to the outdoor deck, and a fully tiled ensuite with underfloor heating. Three further double bedrooms offer excellent space for family or guests, all backed by heaps of storage throughout. The fully tiled family bathroom includes a standalone bath, while a separate toilet with vanity add everyday convenience.

Comfort is assured year-round with smart zone ducted heating, and practicalities are well covered with a separate laundry and automated irrigation to the grounds.

The triple-car garage impresses with drive-through access, carpeted flooring, attic storage and three auto garage door openers - offering exceptional space for vehicles, storage or a workshop.

This is more than a new build, it's a home crafted for those who value space, quality and location in equal measure.

SCAN TO DOWNLOAD REPORTS AND SALE PARTICULARS

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







artifically enhanced

LEGALS

Land area	1100 sqm
Floor area	252 sqm
Tenure	Freehold
Rateable value	$410,000
Land value	$410,000

ENERGY

Heating	Smart Zone Ducted Heating
Insulation	Walls & Roof
Windows	Aluminum, Double Glazing
Water heating	Electric
Ventilation	Extractor Fans

CONSTRUCTION

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

EDUCATION

Early childhood	Annabel's Educare West Melton, West Melton Nursery & Kindergarten, Best Start West Melton
Primary	West Melton School
Secondary	Rolleston College

CHATTELS

3 x Auto Garage Door Openers & Remotes, Dishwasher, Extractor Fans, Fixed Floor Coverings, Light Fittings, 90cm Oven & Cooktop, Rangehood, Smart Zone Ducted Heating, Smoke detectors, Standalone Bath, Underfloor Heating (Ensuite), 2 x Heated Towel Rails, In-ceiling Bluetooth Speakers, Automated Irrigation

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 **1209379**
Land Registration District **Canterbury**
Date Issued 24 February 2025

Prior References
367735

Estate Fee Simple
Area 1100 square metres more or less
Legal Description Lot 1 Deposited Plan 610581
Registered Owners
Bell Developments (S.I) Limited

Estate Fee Simple - 1/8 share
Area 807 square metres more or less
Legal Description Lot 9 Deposited Plan 610581
Registered Owners
Bell Developments (S.I) Limited

Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 610581)

13222041.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.2.2025 at 4:53 pm (affects Lot 1 DP 610581)

13222041.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.2.2025 at 4:53 pm (affects Lot 1 DP 610581)

Subject to a right (in gross) to convey telecommunications over all Lot 9 DP 610581 in favour of Enable Networks Limited created by Easement Instrument 13222041.7 - 24.2.2025 at 4:53 pm

The easements created by Easement Instrument 13222041.7 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over all Lot 9 DP 610581 and over part Lot 1 DP 610581 marked C on DP 610581 in favour of Orion New Zealand Limited created by Easement Instrument 13222041.8 - 24.2.2025 at 4:53 pm

The easements created by Easement Instrument 13222041.8 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way, right to drain sewage and water, right to convey electricity, telecommunications and water over all Lot 9 DP 610581 created by Easement Instrument 13222041.9 - 24.2.2025 at 4:53 pm

Appurtenant hereto is a right to drain water and appurtenant to Lot 1 DP 610581 is a right of way, right to drain sewage, right to convey electricity, telecommunications and water created by Easement Instrument 13222041.9 - 24.2.2025 at 4:53 pm

The easements created by Easement Instrument 13222041.9 are subject to Section 243 (a) Resource Management Act 1991

13222041.10 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 24.2.2025 at 4:53 pm

Land Covenant in Covenant Instrument 13222041.11 - 24.2.2025 at 4:53 pm

13305450.3 Mortgage to Kiwibank Limited - 6.6.2025 at 4:53 pm


Title Plan
LT 610581
Approved on: 16/01/2025
Surveyor: Christopher David Hawes
Firm: Davie Lovell-Smith Ltd
Lots 1-9 & 101 being subdivision of Lot 1 DP 391578
Land District: Canterbury
Digitally Generated Plan
Generated on: 16/01/2025 09:43am Page 3 of 4
T 1/2
Note: Lots 2 - 7 have no frontage to a Public Road.
E21025
RC 225616
Weedons Ross Road
Legal Road
(20.12)
Soho Lane
Kingsdowne Drive
Lot 55 DP 494094
Lot 222 DP 525228
Lot 221 DP 525228
Lot 220 DP 525228
Lot 1 DP 26732
1
0.1100Ha
2
0.1100Ha
3
0.1100Ha
4
0.1100Ha
5
0.1100Ha
6
0.1100Ha
7
0.1101Ha
8
0.1485Ha
9
0.0807Ha
101
0.0005Ha
Diag. A
Diag. B
Diag. C
Diag. D
Diag. E
See T2

View Instrument Details

Instrument No	13222041.11
Status	Registered
Lodged By	Gilvray, Catherine Ann
Date & Time Lodged	24 Feb 2025 16:53
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	**Land District**
1209379	Canterbury
1209380	Canterbury
1209381	Canterbury
1209382	Canterbury
1209383	Canterbury
1209384	Canterbury
1209385	Canterbury
1209386	Canterbury

Annexure Schedule Contains 6 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 Catherine Ann Gilvray as Covenantor Representative on 21/02/2025 03:45 PM

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 Catherine Ann Gilvray as Covenantee Representative on 21/02/2025 03:45 PM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

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

Covenantor

TWO BOYS LAND CO LIMITED

Covenantee

TWO BOYS LAND CO LIMITED

Grant of Covenant

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Deposited Plan 610581	Lots 1-9 inclusive Deposited Plan 610581 (Record of Titles 1209379 – 1209386 inclusive)	Lots 1-8 inclusive Deposited Plan 610581 (Record of Titles 1209379 – 1209386 inclusive)

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].

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:

   (a) Burden and run with each of the burdened lands; and

   (b) Be for the benefit of and appurtenant to 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 Two Boys Land Co Limited or its 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 covenants with the Covenantee that the Covenantor shall:

   Dwelling Construction

   (a) Not permit any works to be carried out on the land prior to:

      (i) the erection and completion of all side and rear boundary fences in accordance with clauses 3 (g) – (j).

      (ii) the completion of all berms and kerb crossings; and

      (iii) the completion of all road metalling;

   (b) Not alter the contour of the land by means of blocking or re-routing natural contours carrying the rainfall run-off without the express approval of the Developer.

(c) Not erect or permit to be erected on the land any dwelling house greater than one storey on any lot.

(d) Not do any work or permit any work for the erection of buildings, accessory buildings, fences, driveways or other improvements unless the plans and specifications and all other details of construction and finish as the developer in the developer's absolute discretion may require, have first been submitted to the developer and received the developer's written approval. Without limiting the above items requiring the developer's approval will include siting, size, architectural merit, colours, materials and visual appearance. A construction bond of $2,000.00 is payable to the Developer upon approval of the plans and prior to any construction works taking place.

Driveway Construction

(e) Not construct a driveway from materials other than fixed solid materials such as coloured stamped/stencilled or exposed aggregate concrete, asphaltic 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.

(f) Where a swale or other feature exists between the road and the 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 and this access point must be used by the Covenantor as the primary driveway entry and must not be removed without the prior written consent of the Covenantee.

Fencing

(g) Without prejudice to clause 3(d), not erect or permit to be erected on the land:

(i) Any fence 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) A fence within 3.0 metres of the road boundary except on lots which have road frontage on two boundaries in which case fencing on the second road frontage may be permitted on the boundary provided that such street front fencing is of similar materials to the dwelling. Where the secondary road frontage is fenced on the boundary in accordance with this clause, such fencing shall be finished at least 1.0 metre behind the main building line.

(iii) On any boundary which is not road fronting, a fence that is a height greater than 2.0 metres above the surrounding finished ground level and or materials other than new timber or solid masonry or in the form of a paling fence with timber capping unless otherwise approved by the Developer.

(iv) On a boundary fronting a reserve or waterway that has not received specific design approval of the Developer. Such fencing between the land and an adjoining reserve must be at least 50% visually transparent and shall not exceed a maximum height of 1.8 metres above the natural ground level at any point;

(h) 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.

(i) Ensure that all boundary and internal fencing is stained or painted within one (1) month of occupation, the colour to first be approved by the Developer.

(j) Not call upon Selwyn District Council to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land and any adjoining reserve or other land owned by Selwyn District Council.

Occupation

(k) Not allow the occupation of the land as a residence prior to the issue of a Code Compliance Certificate for the dwelling and completion of all landscaping in accordance with the plans approved by the Developer under clause 3(d) of this land covenant, including completing the driveways, footpaths, letterbox, lawns, gardens and planting of shrubs in the area in front of the dwelling on the land.

Restriction on further Subdivision

(l) Unless the prior consent of the Developer has been obtained, not subdivide the land (as defined in the Resource Management Act 1991 or any replacement legislation) or amalgamate the land with other land. The Developer may in its sole discretion decide whether to provide or refuse such consent.

Maintenance of Appearance

(m) 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 any road or any other land.

(n) Not permit any temporary or permanent storage containers or any caravan, temporary building or other temporary structure to be placed or erected on the land for any kind of permanent or temporary storage 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 work.

(o) Not permit any rubbish or noxious substance on the land and keep the land in a neat and tidy condition so that grass height shall not exceed 20 centimetres in length.

(p) Not cut, trim, damage, remove or relocate any tree, shrub or plant that is within three metres of any boundary without the prior approval of the Developer.

(q) Maintain all road reserves adjoining the land in a neat and tidy condition and immediately repair (to the satisfaction of the Developer) any damage to the footpath and berms adjoining the land caused by the Covenantor or its contractors, employees, agents and invitees.

Nuisance

(r) Not allow any animal to be kept on or about the land which is likely to cause a nuisance or annoyance to occupiers of other land and, in particular, without otherwise limiting this restriction, shall not keep on or about the land any dog which in whole or in part appears to be a Pit Bull Terrier, Rottweiler or Doberman Pinscher.

(s) Not use the land in any way which in the reasonable opinion of the Developer detrimentally affects the amenities of the neighbourhood.

Business Use

(t) Not permit the erection of any sign on the land other than a professionally sign written and installed sign marketing the dwelling or section for sale. The Developer shall have the right to remove any sign which in their sole discretion is unacceptable to them under this clause

(u) Not operate any business, including show homes, from the land without the prior consent of the Developer.

Monitoring

(v) Allow the Developer, its officers, employees or agents to enter onto the land at all reasonable times for the purposes of ensuring compliance with the covenants contained in this instrument and remedying any breaches thereof subject to the Developer first giving 48 hours' prior written notice of its intention to enter on to the land. The Developer shall not be responsible for any damage to the land or anything placed on the land as a result of the reasonable exercise of the Developer's rights under this clause.

(w) 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 Developer or Covenantee from progressing and completing their development plans, effecting any zone change, subdivision or resource consents needed to give effect to the Linton Estates 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 the development. The benefit of this covenant shall also apply to any adjoining or neighbouring property the Developer may own or subsequently purchase to progress such development.

ENFORCEMENT

4. The Covenantee shall not be required or obligated to enforce all or any of the foregoing covenants, stipulations and restrictions, nor will the Covenantee 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 any Covenantee, making such demand 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 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 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. Any requirement in this instrument to submit plans and specifications to the Developer, or obtain the Developer's approval, will cease to apply 8 years after the date of registration of this instrument (but without prejudice to the liability of any party for any breaches which have already occurred).

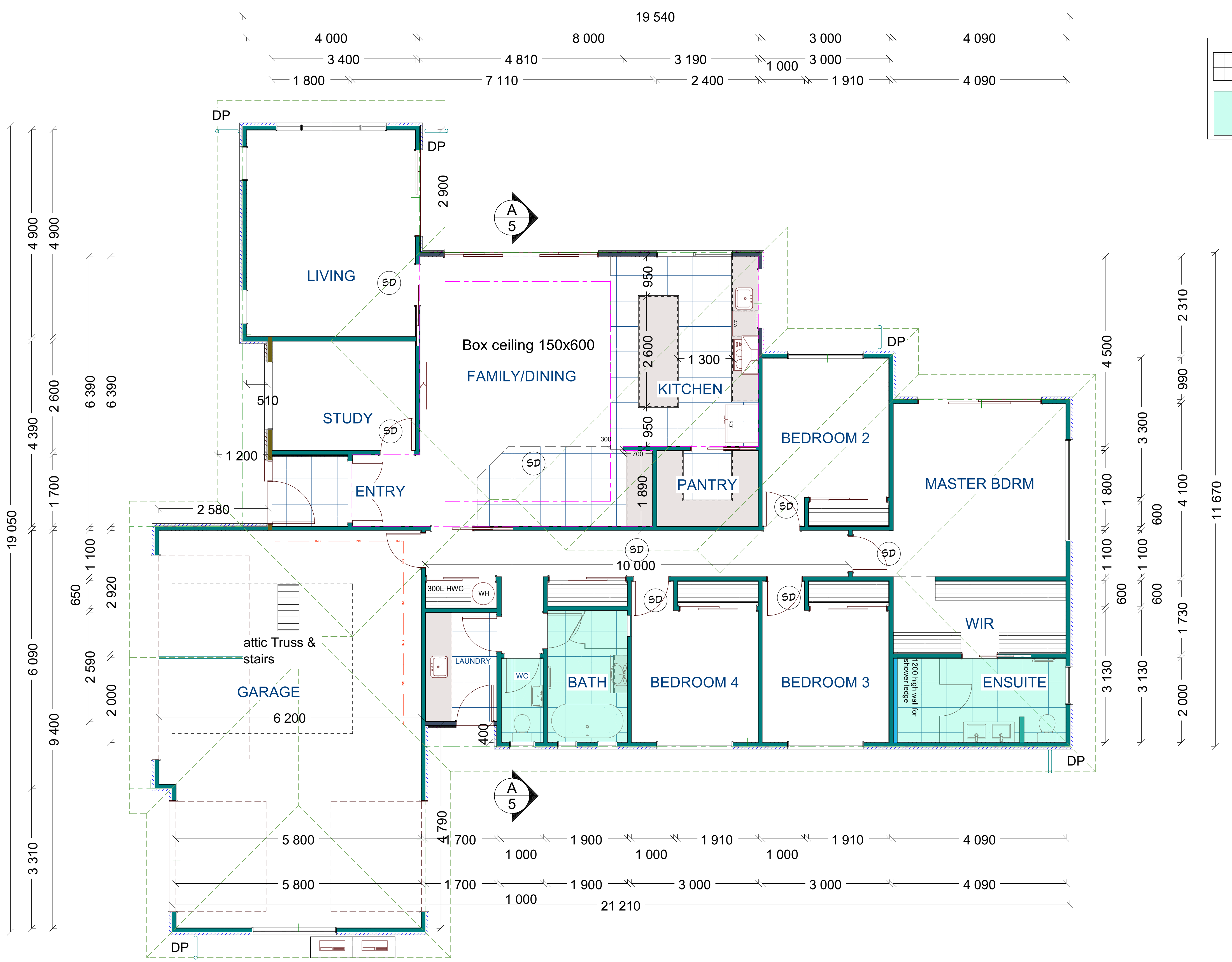
8. In the event that the Covenantor disagrees with an exercise of discretion by the Developer under clause 3(d) then the matter shall be referred to an architect nominated by the Developer. The consent of the Developer shall be deemed to be given if such architect certifies that the proposed buildings and improvements on the land are appropriate for a high quality residential subdivision and will not have any adverse effect on the other lots.

9. Without prejudice to clause 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.

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.

ADDITIONAL DOCS



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

Tiled Shower in both bathrooms
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 252.4m² 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

a member of DANZ Reg No. 5998

Proposed Residence For

Bell Developments
Lot 1 Soho Lane
West Melton

Date: 4/3/2026	Area:
Scale: 1-100	Plan #
Drawn By: D Sowerby	

Page:
2

NOTES

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.

1 Soho Lane, West Melton

REA GUIDELINES

Buying or selling your property?

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 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

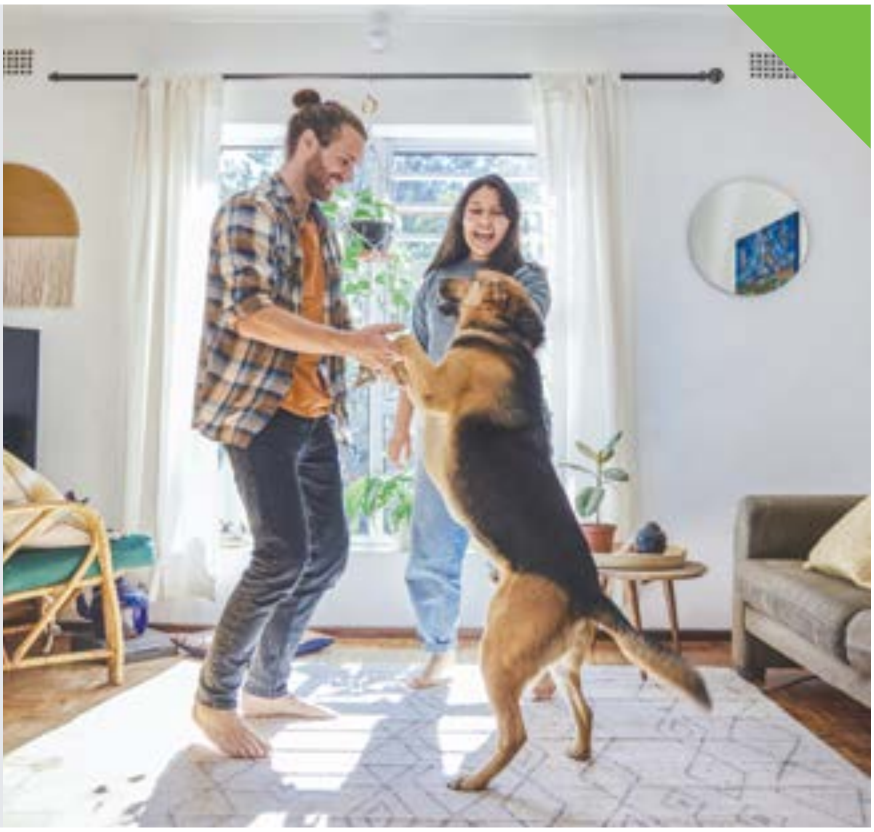
Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- 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

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