PROPERTY INFORMATION

A
+ S

AMY + SHAR
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amy@asrealestate.co.nz
shar@asrealestate.co.nz

STATEMENT OF PASSING OVER

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

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

R.W. Muir
Registrar-General
of Land

Identifier	**923915**
Land Registration District	**Canterbury**
Date Issued	13 May 2020

Prior References
880348

Estate	Fee Simple
Area	1266 square metres more or less
Legal Description	Lot 35 Deposited Plan 544827

Registered Owners

Rachelle Amber Clarke as to a 1/2 share

Nigel David Cutts as to a 1/2 share

Interests

Land Covenant in Easement Instrument 10637735.13 - 28.11.2016 at 10:14 am (Limited as to Duration)

11088507.1 Variation of the Land Covenant in Easement Instrument 10637735.13 - 17.8.2018 at 11:54 am

11319480.1 Revocation of the Land Covenant in Easement Instrument 10637735.13 as to Lots 1-9 & 45 DP 527459 - 14.12.2018 at 12:40 pm

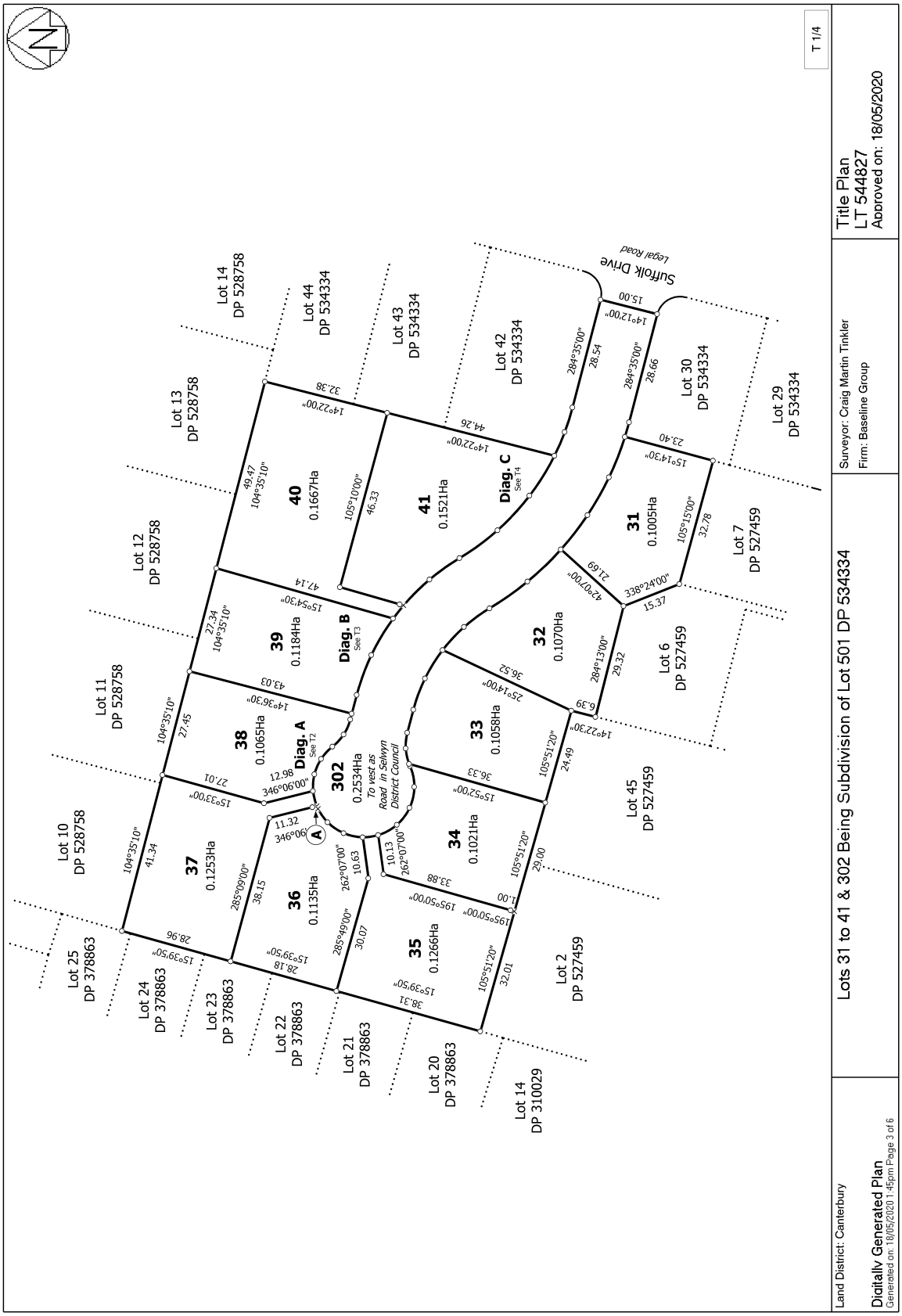
11337503.5 Revocation of the Land Covenant in Easement Instrument 10637735.13 as to Lots 10-16, 400 & 401 DP 528758 - 20.2.2019 at 2:59 pm

11337503.6 Revocation of the Land Covenant in Easement Instrument 10637735.13 as to Lot 401 DP 528758 - 20.2.2019 at 2:59 pm

11435979.7 Revocation of the Land Covenant in Easement Instrument 10637735.13 as to Lots 17 - 30, 42-44 DP 534334 - 31.5.2019 at 4:41 pm

Land Covenant in Covenant Instrument 11736797.5 - 13.5.2020 at 8:59 am (limited as to duration)

12779539.3 Mortgage to ANZ Bank New Zealand Limited - 13.7.2023 at 3:35 pm


T 1/4
Title Plan
LT 544827
Approved on: 18/05/2020
Surveyor: Craig Martin Tinkler
Firm: Baseline Group
Lots 31 to 41 & 302 Being Subdivision of Lot 501 DP 534334
Land District: Canterbury
Digitally Generated Plan
Generated on: 18/05/2020 11:45pm Page 3 of 6
Suffolk Drive
Legal Road
Lot 14 DP 528758
Lot 44 DP 534334
Lot 43 DP 534334
Lot 42 DP 534334
Lot 30 DP 534334
Lot 29 DP 534334
Lot 13 DP 528758
Lot 12 DP 528758
Lot 11 DP 528758
Lot 10 DP 528758
Lot 7 DP 527459
Lot 6 DP 527459
Lot 45 DP 527459
Lot 2 DP 527459
Lot 14 DP 310029
Lot 20 DP 378863
Lot 21 DP 378863
Lot 22 DP 378863
Lot 23 DP 378863
Lot 24 DP 378863
Lot 25 DP 378863
40 0.1667Ha
41 0.1521Ha
Diag. C See T4
31 0.1005Ha
39 0.1184Ha
Diag. B See T3
32 0.1070Ha
38 0.1065Ha
Diag. A See T2
302 0.2534Ha To vest as Road in Selwyn District Council
33 0.1058Ha
37 0.1253Ha
36 0.1135Ha
34 0.1021Ha
35 0.1266Ha
A

View Instrument Details

Instrument No	10637735.13
Status	Registered
Date & Time Lodged	28 November 2016 10:14
Lodged By	Turnbull, Joanna Alison
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
705883	Canterbury
705884	Canterbury
705885	Canterbury

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Joanna Alison Turnbull as Grantor Representative on 26/10/2016 02:48 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Joanna Alison Turnbull as Grantee Representative on 26/10/2016 02:48 PM

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

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Easement instrument to grant easement or *profit a prendre*,
or create land covenant

Section 90A, Land Transfer Act 1952

Grantor *Surname must be underlined*

Bealey Developments Limited

Grantee *Surname must be underlined*

Bealey Developments Limited

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** the easement(s) set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Land covenant	DP489829	Lot 12 DP489829 (705883) Lot 13 DP489829 (705884) Lot 1001 DP489829 (705885)	Lot 12 DP489829 (705883) Lot 13 DP489829 (705884) Lot 1001 DP489829 (705885)

Annexure Schedule 1

Easement Instrument Dated 2016

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

~~*Delete phrases in [ ] and insert memorandum number as required.*~~

~~*Continue in additional Annexure Schedule if required.*~~

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule 5 of the Property Law Act 2007.~~

~~The implied rights and powers **are** by:~~

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

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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 155A of the Land Transfer Act 1952].~~

Annexure Schedule 2.

Annexure Schedule 2

Easement Instrument Dated 2016

Continue in additional Annexure Schedule if required.

1. The Grantor and Grantee wish to protect the visual concept and appearance of the subdivision as a whole. To achieve this, the Grantor hereby covenants with the Grantee, as registered proprietors, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these covenants.

2. These covenants shall all expire on the date 20 years from the date this covenant is registered and will be void for all purposes from that date.

3. The Grantor for itself and its successors in title hereby covenants with and for the benefit of the Grantee, its successors in title:

   a. Not to use the servient land for any purpose other than residential.

   b. Not to erect of cause to be erected on the land and any dwelling house or other permitted building unless the plans for the same (including site plans) for the same have first been submitted to and have been approved in writing by Bealey Developments Limited or its nominee to ensure that aesthetic standards are maintained and these covenants have been observed. When submitting the plans the owner of the servient tenement for which the application is being made will clearly state on the plan the Lot and DP of the section the plans relate to. In considering such approval Bealey Developments Limited or its nominee will if it so elects take into account such matters relating to the dwelling house and accessory buildings or other permitted buildings as it in its sole discretion considers appropriate including the following:

      i. Height.

      ii. Siting on the property.

      iii. External design (including roofs, fences and screens).

      iv. The relevance of the aforementioned height, siting and external design to natural light, view and privacy for adjacent properties.

      v. Concept.

      vi. Architecture.

      vii. External materials.

      viii. Colour scheme.

      If there is any difference or dispute as to the matters to be taken into account in approving the plans (including site plans) then this will be referred to the arbitration of the President of the New Zealand Institute of Architects as nominee in accordance with the Arbitration Act 1996.

   c. Not to erect or place on the said land any temporary structure (including any caravan or tent) for one period longer than two months.

   d. Not to erect or place or permit to be erected or placed on the said land:

      i. any building other than a new dwelling and garaging (the latter to be

used only for garaging) without the prior written consent of Bealey Developments Limited or its nominee; nor

ii. any building used, intended to be used, or capable of being used as a dwelling unit having an enclosed floor area of less than 90 square metres (measured exclusive of any basement garage or carport); nor

iii. more than one dwelling and garaging.

e. Not to use or permit to be used in the erection or repair of any building on the said land without the prior written consent of Bealey Developments Limited or its nominee:

i. any corrugated iron flat fibrolite cement sheathing plywood or non-permanent building material in the external walls thereof;

ii. any second-hand or used building materials in the walls roof or other external surfaces thereof.

f. To complete building a new dwelling and/or new garaging (including all painting) within twelve (12) months of commencement of construction. However if only new garaging is constructed then the completion of construction of the new dwelling as described above will be within twenty four (24) months of the commencement of the construction of the new garaging.

g. To complete the landscaping of the land within six (6) months of completion of construction or occupation of the dwelling house(s) whichever is the earlier by providing lawns and/or paving and trees, shrubs, flowers or any two or more of these and a driveway or vehicle access in a permanent continuous surface of concrete, brick paving, tar sealing or similar and to give preference to the use of local native plants and rocks.

h. Not to permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months.

i. To use only such roofing materials that comply with the Developments stormwater discharge consent and have a tile profile or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, painted corrugated iron or profile coloured steel for all roofing other than flat roofs.

j. Not to permit or suffer any rubbish to accumulate or be placed on the land or permit any excessive growth of grass fire risk height or otherwise becoming unsightly.

k. Not to erect or permit the erection of any fence and/or wall:

i. on any lot boundary construction of corrugated iron, colour steel or similar product, wire mesh fencing or cemented board sheeting;

ii. on any road frontage constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting, or undressed timber; or

iii. on any road frontage exceeding a height of 1.8m.

l. Bealey Developments Limited will not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by Bealey Developments Limited and this proviso will not endure for the benefit of any subsequent purchaser or

proprietor of the contiguous land.

m. Not to locate or erect washing lines, satellite dishes or external antennae of any greater size than one metre in diameter, within seven metres of the road boundary and in any event not in the front yard.

n. Bealey Developments Limited will not be required nor liable to enforce nor answerable to the Grantor, or its successors in title, for the breach of any covenants binding any of the lots.

o. Bealey Developments Limited or its nominee may at its discretion waive compliance of one of more of the restrictive covenants so long as Bealey Developments Limited or its nominee is satisfied that such waiver will not adversely affect the character of the subdivision.

p. Bealey Developments Limited or its nominee will not consider any application for waiver from a registered proprietor unless such application is in writing and accompanied by a plan and elevations, specifications of materials and finishes showing the proposed change(s).

q. Bealey Developments Limited will in respect of any other lots in subsequent stages in the Development, have in its absolute discretion the right to impose additional restrictions or stipulations in any restrictive covenant relating to the land or to omit or vary in its absolute discretion any restrictive covenant.

r. The Grantor and its successor of titles consents to the Development Work being carried out and agrees to do everything the Grantee reasonably requires (at the Grantee's cost) to enable the Development Work to be carried out. This includes, without limitation, signing all documents the Grantee requires to support any building consent, resource consent, plan change, or other application the Grantee or its agent makes in respect of the Development Work.

s. The Grantor will not object (and waives any right to do so) to:

   i. Any methods, terms or conditions employed by the Grantee or its successors in title to sell other lots forming part of the Grantee's land;

   ii. Whether before or after settlement, the use of signs, the placement of signs on common property in the development and the establishment and operation of the sale office, provided that, following settlement, the Grantee will not cause unreasonable interference to the comfort and convenience of the Grantor in its use and enjoyment of the property;

   iii. The on-going construction of utilities, roading, access ways and footpaths within the development; and

   iv. Without limitation, any other construction or development undertaken by the Grantee within the development.

4. In the event of any dispute which cannot be resolved by agreement between the Grantor and the Grantee as to any matter relating to the above mentioned restrictive covenants the same will be resolved by arbitration under the provisions of the Arbitration Act 1996 or any act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the President for the time being of the New Zealand Law Society (Canterbury Westland Branch) and the decision of that arbitrator will be final and binding on all parties.

5. AND IF there should be any breach or non-observance of any of the foregoing

covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of this covenants the Grantor will on demand by the Grantee or any of the registered proprietors of any of the lots on the plan of subdivision of which the land sold herein forms part:

i. Pay to the person making such demand as liquidated damages the sum of ONE THOUSAND DOLLARS ($1,000.00) or a sum equal to one quarter of the cost of any building used erected or repaired in breach of non-observance of the foregoing covenants or any of them whichever is the greater; and

ii. Remove or cause to be removed from the said land any building or fence used erected or repaired in breach of non-observance of the said restrictive stipulations; and

iii. Replace any building material used or permitted to be used in breach or non-observance of the said restrictive stipulations.

6. Damage Remediation Bond

a. Upon the Grantor making an application to Bealey Developments Limited or its nominee for approval of the plans in terms of the land covenants contained in this instrument, the Grantor will pay to Bealey Developments Limited or its nominee a bond of $1,500.00 (the "Bond"), if called on by Bealey Developments Limited or its nominee, which Bealey Developments Limited or its nominee is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of construction of such dwelling.

b. Upon completion of the construction of such dwelling on the property, and the issue of a Code Compliance Certificate by the relevant local authority, the Grantor will be entitled to apply to Bealey Developments Limited or its nominee for the refund of the bond. Such application must be made in writing and must be accompanied by a copy of the Code Compliance Certificate for the completed dwelling.

c. As soon as practical after the receipt of the Grantor's application for a refund, a representative of Bealey Developments Limited or its nominee will inspect the property and its adjacent area to determine if there has been any damage caused to the infrastructure of the subdivision (roads, footpaths, berms, curbs, trees and street furniture) or to any fences or neighbouring Lots during the course of construction of such dwelling on the property.

d. If, in the opinion of Bealey Developments Limited or its nominee, there has been damage caused by the Grantor, its contractors, employees or agents, Bealey Developments Limited or its nominee will notify the Grantor in writing of the particulars of the damage and/or specify a reasonable time within which repairs or reinstatement of the damage parts must be completed by the Grantor.

e. If, after the expiry of the period referred to in the notice given by Bealey Developments Limited or its nominee pursuant to Clause ***6d.*** above (or such extended period as Bealey Developments Limited or its nominee may agree in writing) the Grantor has not repaired or reinstated the damage, Bealey Developments Limited or its nominee will be entitled to apply the bond in meeting the cost of the repair or reinstatement. Any balance of the bond remaining after the repair or reinstatement will be refunded to the Grantor.

f.	Prior to Bealey Developments Limited or its nominee carrying out the inspection in subparagraph ***6b.*** Bealey Developments Limited or its nominee will continue to hold the bond on the terms set out above, and will make any refund of the bond to the owner of the Lot at the time a dwelling is built. The Grantor must therefore make provision in any on-sale agreement for the incoming owner to refund the bond to the current owner directly.

View Instrument Details

Instrument No	11088507.1
Status	Registered
Date & Time Lodged	17 August 2018 11:54
Lodged By	Toomey, Jerome Anthony
Instrument Type	Variation of Easement

Affected Computer Registers	**Land District**
705883	Canterbury
705884	Canterbury
705885	Canterbury

Affected Instrument Easement Instrument 10637735.13

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

I certify that the Mortgagee under Mortgage 10655849.3 has consented to this transaction and I hold that consent ☑

I certify that the Mortgagee under Mortgage 10897997.3 has consented to this transaction and I hold that consent ☑

Signature

Signed by Jerome Anthony Toomey as Grantor Representative on 17/08/2018 11:52 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Jerome Anthony Toomey as Grantee Representative on 17/08/2018 11:53 AM

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

Easement variation instrument to vary easement or *profit à prendre* or land covenant

(Sections 90C and 90F Land Transfer Act 1952)

2009/6231EF
APPROVED
Registrar-General of Land

Grantor

Kirwee Central Properties Limited (705884 and 705885)
Andrew James Williams, Leana Te Kahu Kiwi Te Oharere-Fox and Anna Kathryn Walker (705883)

Grantee

Kirwee Central Properties Limited (705884 and 705885)
Andrew James Williams, Leana Te Kahu Kiwi Te Oharere-Fox and Anna Kathryn Walker (705883)

Variation of Easement, *profit à prendre* or Covenant

The terms, covenants or conditions contained in the easement(s), *profit(s) à prendre,* or covenant(s) set out in Schedule A **are hereby varied, negatived or added to,** as set out in Schedule B.

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

Purpose of Easement; *Profit* or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) *or* in gross
Land covenant		**Lot 12 DP489829 (705883)** **Lot 13 DP489829 (705884)** **Lot 1001 DP489829 (705885)**	**Lot 12 DP489829 (705883)** **Lot 13 DP489829 (705884)** **Lot 1001 DP489829 (705885)**

Schedule B *Continue in Annexure Schedule, if required*

The covenants contained in Land Covenant 10637735.13 are varied as follows:

Clause 3a shall be amended to read: "Not to use the servient land for any purpose other than residential and commercial activity of a minor nature approved by the Grantor or its nominee and as permitted in accordance with clause 7."

Clause 7 to be added which records:

"The Grantor or its nominee, shall be permitted in its absolute discretion to allow commercial activities of a minor nature on the servient land. Any such activities are subject to the Grantee or its nominees approval and must comply with all local authority land use and resource consent requirements."

Schedule B continued

The following commercial activities which might be considered for approval by the Grantor or it's nominee include:-

- Show Homes;
- Educational facilities such a pre-schools, kindergartens or afterschool care centres;
- Office based activities contained within a home office.

The types of commercial activities which will not be considered for approval by the Grantor or it's nominee include, but are not limited to:-

- Heavy or light manufacturing;
- Mechanical repair facilities;
- Automotive repair shops;
- Petrol stations;
- Retail shops and/or strip malls;
- Fish and chip shops, or other food takeaway shops;
- Restaurants;
- Bottle stores or liquor outlets of any kind;
- Dairies.

Clause 8 to be added recording:-

"The Owners of any lots of 1200m^2 or larger, shall be permitted to erect one outbuilding on the lot with such outbuilding being no larger than 75m^2. The plans for any outbuilding must be approved by the Grantor or it's nominee and must comply with all local authority land use and resource consent requirements."

View Instrument Details

Instrument No	11319480.1
Status	Registered
Date & Time Lodged	14 December 2018 12:40
Lodged By	Toomey, Jerome Anthony
Instrument Type	Partial Revocation of Land Covenant under s116(1)(c) LTA 2017

Affected Records of Title	Land District
849914	Canterbury
849915	Canterbury
849916	Canterbury
849917	Canterbury
849918	Canterbury
849919	Canterbury
849920	Canterbury
849921	Canterbury
849922	Canterbury
849923	Canterbury
849924	Canterbury

Affected Instrument Easement Instrument 10637735.13

Annexure Schedule: Contains 1 Page.

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 Jerome Anthony Toomey as Covenantor Representative on 14/12/2018 12:39 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 Jerome Anthony Toomey as Covenantee Representative on 14/12/2018 12:39 PM

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

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor *Surname must be underlined.*

Kirwee Central Properties Limited

Covenantee *Surname must be underlined.*

Kirwee Central Properties Limited

Revocation of covenant

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the **Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

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

Purpose of covenant	Creating Instrument number	Burdened Land (Record of Title)[1]	Benefited Land (Record of Title)[2] or in gross
Land Covenant	10637735.13	Lot 500 DP 527459 (849924)	Lots 1-9 DP 527459 (inclusive) (849914-849922 (inclusive)) Lot 45 DP 527459 (849923)

[1] If only part of the covenant is to be revoked, include the full legal description which defines that part.

[2] If only part of the covenant is to be revoked, include the full legal description which defines that part.

View Instrument Details

Instrument No	11337503.5
Status	Registered
Date & Time Lodged	20 February 2019 14:59
Lodged By	Dempsey, Rebecca Alice
Instrument Type	Partial Revocation of Land Covenant under s116(1)(c) LTA 2017

Affected Records of Title	Land District
855908	Canterbury
855909	Canterbury
855910	Canterbury
855911	Canterbury
855912	Canterbury
855913	Canterbury
855914	Canterbury
855915	Canterbury
855916	Canterbury
855917	Canterbury

Affected Instrument Easement Instrument 10637735.13

Annexure Schedule: Contains 1 Page.

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 Alan William Prescott as Covenantor Representative on 15/02/2019 01:15 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 Alan William Prescott as Covenantee Representative on 15/02/2019 01:15 PM

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

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor *Surname must be underlined.*

Kirwee Central Properties Limited

Covenantee *Surname must be underlined.*

Kirwee Central Properties Limited

Revocation of covenant

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the **Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

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

Purpose of covenant	Creating Instrument number	Burdened Land (Record of Title)[1]	Benefited Land (Record of Title)[2] or in gross
Land Covenant	10637735.13	Lot 500 DP 528758 (855917)	Lots 10 – 16 (inclusive) DP 528758 (855908 – 855914 (inclusive)) Lots 400 and 401 DP 528758 (855915 and 855916)

[1] If only part of the covenant is to be revoked, include the full legal description which defines that part.

[2] If only part of the covenant is to be revoked, include the full legal description which defines that part.

View Instrument Details

Instrument No	11337503.6
Status	Registered
Date & Time Lodged	20 February 2019 14:59
Lodged By	Dempsey, Rebecca Alice
Instrument Type	Partial Revocation of Land Covenant under s116(1)(c) LTA 2017

Affected Records of Title	Land District
705883	Canterbury
855908	Canterbury
855909	Canterbury
855910	Canterbury
855911	Canterbury
855912	Canterbury
855913	Canterbury
855914	Canterbury
855915	Canterbury
855916	Canterbury
855917	Canterbury

Affected Instrument Easement Instrument 10637735.13

Annexure Schedule: Contains 1 Page.

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 Alan William Prescott as Covenantor Representative on 15/02/2019 01:15 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 Alan William Prescott as Covenantee Representative on 15/02/2019 01:15 PM

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

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor *Surname must be underlined.*

Kirwee Central Properties Limited

Covenantee *Surname must be underlined.*

Kirwee Central Properties Limited
Andrew James Williams, Leana Te Kahu Kiwi Te Ohaere-Fox and Anna Kathryn Walker

Revocation of covenant

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the **Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

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

Purpose of covenant	Creating Instrument number	Burdened Land (Record of Title)[1]	Benefited Land (Record of Title)[2] or in gross
Land Covenant	10637735.13	Lot 401 DP 528758 (855916)	Lots 10 – 16 (inclusive) DP 528758 (855908 – 855914 (inclusive)) Lot 400 DP 528758 (855915) Lot 500 DP 528758 (855917) Lot 12 DP 489829 (705883)

[1] If only part of the covenant is to be revoked, include the full legal description which defines that part.

[2] If only part of the covenant is to be revoked, include the full legal description which defines that part.

View Instrument Details

Instrument No	11435979.7
Status	Registered
Date & Time Lodged	31 May 2019 16:41
Lodged By	Prescott, Alan William
Instrument Type	Partial Revocation of Land Covenant under s116(1)(c) LTA 2017

Affected Records of Title	Land District
880327	Canterbury
880328	Canterbury
880329	Canterbury
880330	Canterbury
880331	Canterbury
880332	Canterbury
880333	Canterbury
880334	Canterbury
880335	Canterbury
880336	Canterbury
880337	Canterbury
880338	Canterbury
880339	Canterbury
880340	Canterbury
880341	Canterbury
880342	Canterbury
880346	Canterbury
880347	Canterbury
880348	Canterbury

Affected Instrument Easement Instrument 10637735.13

Annexure Schedule: Contains 1 Page.

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 Alan William Prescott as Covenantor Representative on 31/05/2019 04:37 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 ☑

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Covenantee Certifications

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 Alan William Prescott as Covenantee Representative on 31/05/2019 04:37 PM

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

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor *Surname must be underlined.*

KIRWEE CENTRAL PROPERTIES LIMITED

Covenantee *Surname must be underlined.*

KIRWEE CENTRAL PROPERTIES LIMITED

Revocation of covenant

The Covenantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the **Covenantor** the covenant(s) set out in Schedule A, **and the Covenantor accepts the revocation** of those covenant(s).

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

Purpose of covenant	Creating Instrument number	Burdened Land (Record of Title)[1]	Benefited Land (Record of Title)[2] or in gross
Land Covenant	10637735.13	Lots 500 and 501 DP 534334 (RTs 880347 and 880348)	Lots 17 – 30 and 42 – 44 (inclusive) DP 534334 (880327 – 880342 and 880346 (inclusive))

[1] If only part of the covenant is to be revoked, include the full legal description which defines that part.

[2] If only part of the covenant is to be revoked, include the full legal description which defines that part.

View Instrument Details

Instrument No	11736797.5
Status	Registered
Date & Time Lodged	13 May 2020 08:59
Lodged By	Simpson, Sandra Faye
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
923911	Canterbury
923912	Canterbury
923913	Canterbury
923914	Canterbury
923915	Canterbury
923916	Canterbury
923917	Canterbury
923918	Canterbury
923919	Canterbury
923920	Canterbury
923921	Canterbury

Annexure Schedule Contains 8 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 Alan William Prescott as Covenantor Representative on 13/05/2020 08:20 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 Alan William Prescott as Covenantee Representative on 13/05/2020 08:20 AM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

KIRWEE CENTRAL PROPERTIES LIMITED

Covenantee

KIRWEE CENTRAL PROPERTIES 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 544827	Lots 31 – 41 DP 544827 (RTs 923911 – 923921 inclusive)	Lots 31 – 41 DP 544827 (RTs 923911 – 923921 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

1. The Covenantor and Covenantee wish to protect the visual concept and appearance of the
subdivision as a whole. To achieve this, the Covenantor hereby covenants with the Covenantee, as registered owners, as set out below and hereby requests that such covenants be noted against all the titles having the benefit and those having the burden of these covenants.

2. These covenants shall all expire on the date 20 years from the date this covenant is registered and will be void for all purposes from that date.

3. The Covenantor for itself and its successors in title hereby covenants with and for the benefit of the Covenantee and its successors in title:

   a. Not to use the burdened land for any purpose other than residential and commercial activity of a minor nature approved by Kirwee Central Properties Limited or its nominee and as permitted in accordance with Clause 7.

   b. Not to erect of cause to be erected on the land any dwelling house or other permitted building unless the plans for the same (including site plans) have first been submitted to and have been approved in writing by Kirwee Central Properties Limited or its nominee to ensure that aesthetic standards are maintained and these covenants have been observed. When submitting the plans the owner of the burdened land for which the application is being made will clearly state on the plan the Lot and DP of the section the plans relate to. In considering such approval Kirwee Central Properties Limited or its nominee will if it so elects take into account such matters relating to the dwelling house and accessory buildings or other permitted buildings as it in its sole discretion considers appropriate including the following:

      i. Height.
      ii. Siting on the property.
      iii. External design (including roofs, fences and screens).
      iv. The relevance of the aforementioned height, siting and external design to natural light, view and privacy for adjacent properties.
      v. Concept.
      vi. Architecture.
      vii. External materials.
      viii. Colour scheme.

      If there is any difference or dispute as to the matters to be taken into account in approving the plans (including site plans) then this will be referred to the arbitration of the President of the New Zealand Institute of Architects as nominee in accordance with the Arbitration Act 1996.

   c. Not to erect or place on the said land any temporary structure (including any caravan or tent) for one period longer than two months.

   d. Not to erect or place or permit to be erected or placed on the said land:

      i. Any building other than a new dwelling and garaging (the latter to be used only for garaging) without the prior written consent of Kirwee Central Properties Limited or its nominee; nor

      ii. Any building used, intended to be used, or capable of being used as a dwelling unit having an enclosed floor area of less than 90 square metres

(measured exclusive of any basement garage or carport); nor

iii. More than one dwelling and garaging.

e. Not to use or permit to be used in the erection or repair of any building on the said land without the prior written consent of Kirwee Central Properties Limited or its nominee:

i. any corrugated iron flat fibrolite cement sheathing plywood or nonpermanent building material in the external walls thereof;

ii. any second-hand or used building materials in the walls roof or other external surfaces thereof.

f. To complete building a new dwelling and/or new garaging (including all painting) within twelve (12) months of commencement of construction. However if only new garaging is constructed then the completion of construction of the new dwelling as described above will be within twenty four (24) months of the commencement of the construction of the new garaging.

g. To complete the landscaping of the land within six (6) months of completion of construction or occupation of the dwelling house(s) whichever is the earlier by providing lawns and/or paving and trees, shrubs, flowers or any two or more of these and a driveway or vehicle access in a permanent continuous surface of concrete, brick paving, tar sealing or similar and to give preference to the use of local native plants and rocks.

h. Not to permit or suffer any building in the course of construction to be left without substantial work being carried out for a period exceeding three (3) months.

i. To use only such roofing materials that comply with the stormwater discharge consent for the development and have a tile profile or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, painted corrugated iron or profile coloured steel for all roofing other than flat roofs.

j. Not to permit or suffer any rubbish to accumulate or be placed on the land or permit any excessive growth of grass fire risk height or otherwise becoming unsightly.

k. Not to erect or permit the erection of any fence and/or wall:

i. on any lot boundary constructed of corrugated iron, colour steel or similar product, wire mesh fencing or cemented board sheeting;

ii. on any road frontage constructed of corrugated iron, colour steel or similar product, wire mesh, wire or cemented board sheeting, or undressed timber; or

iii. on any road frontage exceeding a height of 1.8m.

l. Kirwee Central Properties Limited will not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the land and any contiguous land owned by Kirwee Central Properties Limited and this proviso will not endure for the benefit of any subsequent purchaser or proprietor of the contiguous land.

m. Not to locate or erect washing lines, satellite dishes or external antennae of any greater size than one metre in diameter, within seven metres of the road boundary and in any event not in the front yard.

n. Kirwee Central Properties Limited will not be required nor liable to enforce nor answerable to the Covenantor or Covenantee, or its successors in title, for the breach of any covenants binding any of the lots.

o. Kirwee Central Properties Limited or its nominee may at its discretion waive compliance of one of more of the restrictive covenants so long as Kirwee Central Properties Limited or its nominee is satisfied that such waiver will not adversely affect the character of the subdivision.

p. Kirwee Central Properties Limited or its nominee will not consider any application for waiver from a registered owner unless such application is in writing and accompanied by a plan and elevations, specifications of materials and finishes showing the proposed change(s).

q. Kirwee Central Properties Limited will in respect of any other lots in subsequent stages in the development, have in its absolute discretion the right to impose additional restrictions or stipulations in any restrictive covenant relating to the land or to omit or vary in its absolute discretion any restrictive covenant.

r. The Covenantor and its successor of titles consents to the works to be undertaken as part of the development being carried out and agrees to do everything the Kirwee Central Properties Limited reasonably requires (at the Covenantee's cost) to enable the works to be carried out. This includes, without limitation, signing all documents the Kirwee Central Properties Limited requires to support any building consent, resource consent, plan change, or other application Kirwee Central Properties Limited or its agent makes in respect of the works to be undertaken as part of the development.

s. The Covenantor will not object (and waives any right to do so) to:

   i. Any methods, terms or conditions employed by Kirwee Central Properties Limited or its successors in title to sell other lots forming part of Kirwee Central Properties Limited's land;

   ii. Whether before or after settlement, the use of signs, the placement of signs on common property in the development and the establishment and operation of the sale office, provided that, following settlement, the Covenantee will not cause unreasonable interference to the comfort and convenience of the Covenantor in its use and enjoyment of the property;

   iii. The on-going construction of utilities, roading, access ways and footpaths within the development; and

   iv. Without limitation, any other construction or development undertaken by Kirwee Central Properties Limited within the development.

4. In the event of any dispute which cannot be resolved by agreement between the Covenantor and the Covenantee as to any matter relating to the above mentioned restrictive covenants the same will be resolved by arbitration under the provisions of the Arbitration Act 1996 or any act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the President for the time being of the New Zealand Law Society (Canterbury Westland Branch) and the decision of that arbitrator will be final and binding on all parties.

5. AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Covenantor may have to any person having the benefit of these covenants the Covenantor will on demand by the Covenantee or any of the registered owners of any of the lots on the plan of subdivision of which the land sold herein forms part:

i. Pay to the person making such demand as liquidated damages the sum of ONE THOUSAND DOLLARS ($1,000.00) or a sum equal to one quarter of the cost of any building used erected or repaired in breach of non-observance of the foregoing covenants or any of them whichever is the greater; and

ii. Remove or cause to be removed from the said land any building or fence used erected or repaired in breach of non-observance of the said restrictive stipulations; and

iii. Replace any building material used or permitted to be used in breach or non-observance of the said restrictive stipulations.

6. Damage Remediation Bond

a. Upon the Covenantor making an application to Kirwee Central Properties Limited or
its nominee for approval of the plans in terms of the land covenants contained in this instrument, the Covenantor will pay to Kirwee Central Properties Limited or its nominee a bond of $1,500.00 (the "Bond"), if called on by Kirwee Central Properties Limited or its nominee, which Kirwee Central Properties Limited or its nominee is entitled to apply towards repair or reinstatement of any damage caused to the infrastructure of the subdivision or to any neighbouring lots during the course of construction of such dwelling.

b. Upon completion of the construction of such dwelling on the property, and the issue of a Code Compliance Certificate by the relevant local authority, the Covenantor will be entitled to apply to Kirwee Central Properties Limited or its nominee for the refund of the bond. Such application must be made in writing and must be accompanied by a copy of the Code Compliance Certificate for the completed dwelling.

c. As soon as practical after the receipt of the Covenantor's application for a refund, a representative of Kirwee Central Properties Limited or its nominee will inspect the property and its adjacent area to determine if there has been any damage caused to the infrastructure of the subdivision (roads, footpaths, berms, curbs, trees and street furniture) or to any fences or neighbouring Lots during the course of construction of such dwelling on the property.

d. If, in the opinion of Kirwee Central Properties Limited or its nominee, there has been damage caused by the Covenantor, its contractors, employees or agents, Kirwee Central Properties Limited or its nominee will notify the Covenantor in writing of the particulars of the damage and/or specify a reasonable time within which repairs or reinstatement of the damage parts must be completed by the Covenantor.

e. If, after the expiry of the period referred to in the notice given by Kirwee Central Properties Limited or its nominee pursuant to Clause 6d. above (or such extended period as Kirwee Central Properties Limited or its nominee may agree in writing) the Covenantor has not repaired or reinstated the damage, Kirwee Central Properties Limited or its nominee will be entitled to apply the bond in meeting the cost of the repair or reinstatement. Any balance of the bond remaining after the repair or reinstatement will be refunded to the Covenantor.

f. Prior to Kirwee Central Properties Limited or its nominee carrying out the inspection in subparagraph 6b. Kirwee Central Properties Limited or its nominee will continue to hold the bond on the terms set out above, and will make any refund of the bond to the owner of the Lot at the time a dwelling is built. The Covenantor must therefore make provision in any on-sale agreement for the

incoming owner to refund the bond to the current owner directly.

7. The Covenantor or its nominee, shall be permitted in its absolute discretion to allow commercial activities of a minor nature on the burdened land. Any such activities are subject to Kirwee Central Properties Limited or its nominee's approval and must comply with all local authority land use and resource consent requirements. The following commercial activities which might be considered for approval by Kirwee Central Properties Limited or its nominee include:
   - Show Homes;
   - Educational facilities such as pre-schools, kindergartens or afterschool care centres;
   - Office based activities contained within a home office.

   The types of commercial activities which will not be considered for approval by Kirwee Central Properties Limited or its nominee include, but are not limited to:
   - Heavy or light manufacturing;
   - Mechanical repair facilities;
   - Automotive repair shops;
   - Petrol stations;
   - Retail shops and/or strip malls;
   - Fish and chip shops or other food takeaway shops;
   - Restaurants;
   - Bottle stores or liquor outlets of any kind;
   - Dairies.

8. The Owners of any lots of 1200m2 or larger, shall be permitted to erect one outbuilding on the lot with such outbuilding being no larger than 75m2. The plans for any outbuilding must be approved by Kirwee Central Properties Limited or it's nominee and must comply with all local authority land use and resource consent requirements.

Approved for ADLS by Registrar-General of Land under No. 2018/6261

ANNEXURE SCHEDULE - CONSENT FORM

Regulation 6, Land Transfer Regulations 2018

Registrar-General of Land Approval 2018/6261 ADLS

Insert type of instrument
"Caveat", "Mortgage" etc

Mortgage

Page 1 of 1 pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
BEALEY DEVELOPMENTS LIMITED	Mortgagee under Mortgage no. 10897997.3

Consent
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

~~Pursuant to [Section ..... of the Land Transfer Act 2017]~~

Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. the deposit of Plan 544827 vesting Lot 302 as Road and creating 11 new records of title
2. the registration of Easement Instrument (right to drain water) over area A on Lot 36 DP 544827 in favour of Lot 37 DP 544827
3. the registration of Land Covenant over Lots 31-41 DP 544827
4. the partial revocation of Land Covenant 10637735.13 over Lot 500 DP 534334
5.

Dated this 30 day of April 2020

Attestation

H J Wilson G R Wh	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Mark Jonathan Dreen **Occupation** Solicitor **Address** Christchurch
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017.

REF: 7029 – © AUCKLAND DISTRICT LAW SOCIETY INC. 2018

Land Information Memorandum L262578

Application

Rachel Williams		**No.**	L262578
A + S Real Estate Limited		**Application date**	13/10/2026
41E South terrace		**Issue date**	20/10/2026
Darfield 7510		**Phone**	0277484093

Property

Valuation No.	2419019647
Location	11 Perendale Place, Kirwee
Legal Description	LOT 35 DP 544827
Owner	Cutts Nigel David and Clarke Rachelle Amber
Area (hectares)	0.1266

Rates

Rateable Value

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

Revaluation Year	2024
Land	$330,000.00
Improvements	$550,000.00
Capital Value	$880,000.00

Current Rates Year 2026 to 2027

Annual Rates	$3,733.70
Current Instalment	$933.40
Current Year - Outstanding Rates	$719.93
Arrears for Previous Years	$0.00

Next Instalment Due 15/12/2026

Next Revaluation Due 2027

Please note: The rates information in this report is current as at the date of issue only. Rates balances may change after that date. Property owners requiring confirmation of the current rates balance, including for settlement purposes, should contact Council's Rates Team directly.

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

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

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

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

Planning/Resource Management

Partially Operative District Plan: Settlement zone
Operative District Plan Zoning: Living 1

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

The period for lodging appeals against decisions on the Partially Operative District Plan closed on the 6th of October 2023 and the Council released the Appeals Version of the Partially Operative District Plan on 27th November 2023. Many provisions in Partially Operative District Plan are now beyond challenge and are operative/treated as operative (pursuant cl 103 of Schedule 1 and s86F of the Resource Management Act (1991).

The Operative District Plan now only applies where a relevant provision in the Partially Operative District Plan remains subject to appeal. For more information visit https://selwyn.govt.nz/property-And-building/planningstrategies-and-plans/selwyn-district-plan/selwyn-district-plan-review

Resource Consent 185276
Variation - To Change Conditions 2, 3, 26 And 27 And Cancel Conditions 8 And 9
Of Resource Consent Rc175578
Decision Notified 20/06/2018
Granted By Local Authority Officer 20/06/2018

Resource Consent 185663
To Erect Buildings Exceeding Site Coverage On Lots 1 - 45 Created By Resource
Consent 185479
Decision Notified 15/01/2019
Granted By Local Authority Officer 15/01/2019

Resource Consent 175578
To Carry Out Subdivision Creating 42 Lots. See L/u 175579
Section 224 Issued 09/04/2020
Granted By Local Authority Officer 19/02/2018

Resource Consent Pc190060
To Rezone The Application Site From Living Zone 2a To Living Zone 1
Plan Change Operative 20/01/2021
Granted By Council 14/10/2020

Resource Consent 175579
To Carry Out Earthworks Associated With Rc175578
Decision Notified 19/02/2018
Granted By Local Authority Officer 19/02/2018

Resource Consent 185479
Variation - To Change Conditions 2 And 3 Of Resource Consent Rc175578 And Add A Condition
Decision Notified 05/10/2018
Granted By Local Authority Officer 05/10/2018

Resource Consent 185558
Variation - To Change Condition 7 Of Resource Consent Rc185479
Withdrawn 05/11/2018

Resource Consent 235285
Global Consent For Reticulated Wastewater Connections With The Kirwee Central Subdivision.
Decision Notified 06/06/2023
Granted By Local Authority Officer 06/06/2023

Planning Notes

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

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

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

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

Building

Building Consent 211039
4 Bedroom Domestic Dwelling With Attached Garage
Code Compliance Certificate Issued 12/03/2024

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

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

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

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

Schedule 1 Exempt Building Work

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

Services

Water

Council Water Scheme is available and connected.

This property has metered water supply connected to the Kirwee Scheme. For any further information, please contact hello@selwynwater.co.nz.

The Selwyn District Council Water Bylaw 2008 is applicable. A copy can be found at http://www.selwyn.govt.nz/your-council/bylaws/current-bylaws Please note this property has a water meter and charges are a rate which are payable by the property owner. Therefore, please ensure a meter reading is requested on settlement so you are not liable for previous owner's water charges. Solicitors must ensure that when settling rates with Council on the sale of a property that water meter charges are also included in the settlement calculation.

The water supply is metered and billed by Selwyn Water Limited for every cubic meter of water used.

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

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

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

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

Sewer

Council sewer scheme is not available

On-site sewage treatment and disposal.

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

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

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

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

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

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

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

Council have agreed to build a sewer network for Darfield and Kirwee. Property owners are encouraged to review the evolving progress. Please contact Selwyn Water Ltd for detailed information.

Should you have any further questions please phone 0800 735 426.

Stormwater

Soak hole

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

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

Copy of drainage plan attached.

If you have any questions about the *Water* or *Sewage* please contact Selwyn Water Limited at 0800 735 H2O (426) or hello@selwynwater.co.nz . For *Stormwater* information please contact the Selwyn District Council Surface Water at 0800 SELWYN or contactus@selwyn.govt.nz

Water Races

There is a closed water race on this property, the channel may or may not have been filled by the property owners. Council is not responsible for maintenance of any remaining channels.

Drains

None known

Kerbside Waste Collections

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

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

- your property is not serviced directly by kerbside collections

- you have a new property and either
- you have requested for your property to be added to the route and it is in the process of being added
- you have not yet requested for your property to be added to the route.

Please contact the Council for further detail.

Land and Building Classifications

Energy Infrastructure and Transport

None known

Culture and Heritage

None known

Natural Environment

None known

District-wide matters

None known

Area-specific matters

None known

Land Notes

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

Land Notes: For further information on the Central Plains Water Enhancement Scheme including relevant maps, please contact Selwyn District Council and/or Central Plains Water Limited.
Property owners can contact Central Plains Water Limited (CPW) to update their details on (03) 928 2960.

Land Notes: Council holds the following reports:

- 16/04/2019 - Fill Certificate RC185479 – Baseline Group

Please contact our Information Management Team at Information.Management@selwyn.govt.nz for further information

Listed Land Use Register (LLUR):

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

Residential Swimming Pool

No pool registered to this property.

Land Transport Requirement

Perendale Place is a formed and local sealed road maintained by Selwyn District Council.

Natural Hazards

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

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

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

You can obtain further information about natural hazard matters from:

- The District Plan Natural Hazard chapter: District Plan - Partially Operative Selwyn District Plan (Appeals Version)

- https://experience.arcgis.com/experience/f7b9c60d5a624147bb731b1afa7788dd#data_s=where%3AdataSource_2-19b106a45d6-layer-17%3A%22Assessment_ID%22%3D%272419019647%27&zoom_to_selection=true

  – use this map to view any of the natural hazards identified below that impact this Property or in the vicinity of the Property

- Our Duty Planner service at planning.technical@selwyn.govt.nz, or call 0800 SELWYN (735 996).

Earthquake

All properties in New Zealand may be affected by earthquakes, however, the Council holds no additional information about potential earthquake hazards at this Property.

Earthquake Prone Buildings

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

Erosion

District Plan information relating to erosion

None known

Landslip and Rockfall

Regional mapping of landslides / rock avalanches

An earthquake hazard assessment for infrastructure commissioned by Environment Canterbury in 2006 included a regional-scale map of earthquake-induced landslide susceptibility and locations of known rock avalanches. Further information can be found in the technical report: Selwyn District Engineering Lifelines Project: Earthquake Hazard Assessment, Geotech Consulting Ltd commissioned by Environment Canterbury, August 2006. The scope of this report is the Selwyn District. The purpose of the report was to assess earthquake hazards and their potential impacts on engineering lifelines (infrastructure) in Selwyn District.

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

None known

Liquefaction and Subsidence

Liquefaction / Geotechnical risk

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

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

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

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

Previous Reports:

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

- Subsoil Investigation - Lot 35 Kirwee Plains Subdivision, Bond Frew Ltd, commissioned by Ms. Clarke, 22/07/2020. This report affects only 1 property. Purpose of the report: building consent.
- Subdivision, Hoskyns Road, Kirwee - RC 135488 Geotechnical Report Peer Review, Geotech Consulting Ltd, commissioned by specify who commissioned by Selwyn District Council, 20/09/2013. This report affects a broad area or community. Purpose of the report: subdivision.

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

Tsunami

None known

Flooding and Inundation

District Plan information relating to flooding and inundation

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

Plains Flood Management Overlay

The Plains Flood Management Overlay in the Council's District Plan identifies areas where flooding from a 200-year Average Recurrence Interval (ARI) flood event needs to be managed.

View a map of the overlay. View the rules relating to the overlay. Further information can be found in the following technical reports:

- Selwyn River/Waikirikiri floodplain investigation, ECAN report, September 2019

- Regional Policy Statement Modelling for Selwyn District Council – District Plan, DHI Water and Environment Limited report, November 2019

Environment Canterbury information regarding flooding and inundation

Historic Flooding Photographs

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

Other flooding and inundation information

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

Flood modelling

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

Ground Water Level

The ground water level at this Property is not known for this Property. A high ground water level may exacerbate any flooding at this Property, or the impact of any flooding at this Property

Exposure Zones

Exposure zones are standardised categories for a property's potential exposure to certain risks. Any proposed building work may need specific engineering design, depending on the exposure of the construction site. The categories are based on two standards: NZS3604:2011 and AS/NZS1170:2002.

	NZS3604:2011	AS/NZS1170:2002
Wind Region	A	A7
Snow Zone	N4	N4 Sub-alpine
Earthquake	Zone: 2	Z Factor: 0.3
Approximate Altitude (Amsl)	157m	-
Exposure Zone	B	-

Exposure Zone Descriptions

Zone B: Low
Inland areas with little risk from wind blown sea-spray salt deposits

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

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

Special Land Features

Soil Type

Lismore shallow silt loam

Land Fill

Council has received a Statement of Suitability of Earth Fill for this site. A copy of the certificate is attached for your information and to assist you in determining whether on site subsoil investigations to verify that 'Good Ground' and subsoil classification in accordance with NZS1170 need to be carried out if erecting a building on this property.

Licences/Environmental Health

None known

Network Utility Operators

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

Other Information

1. The applicant is advised that the Environment Canterbury may have other information in relation to this property including, but not limited to:

   a) Discharge consents.

   b) Well permits.

   c) Consents to take water.

   d) The existence of contamination and/or hazardous sites.

   e) Flooding.

   f) Clean air discharge compliance.

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

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

Notes

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

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

   a) The information may be relevant to the purposes for which this report is obtained;

   b) The Council does not warrant or represent the accuracy or reliability of the information. If the subject matter of that information is important to the applicant it is recommended that relevant professional advice should be taken before reliance is placed upon that information.

3. The information included in the LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Council

records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

4. Schedule 1 Exempt Building Work

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

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

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

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

5. The Council has used its best endeavors to ensure that all information provided in this LIM report is correct and complete in all material respects. In the event that a material error or omission can be proven the Council's liability, whether in contract or in tort shall be limited to the fee paid to Council to obtain this report.
6. This information reflects the Selwyn District Council's current understanding of the site, which is based only on the information thus far provided to it and held on record concerning the site. It is released only as a copy of those records and is not intended to provide a full, complete or totally accurate assessment of the site. As a result the Council is not in a position to warrant that the information is complete or without error and accepts no liability for any inaccuracy in, or omission from, this information.
7. The information contained in this Land Information Memorandum is current at the date the memorandum is issued. Further relevant information may come into the Council's possession subsequent to the date of issue.

Information Management Team

Date: 20/10/2026

LIM Report Legend

Base Layers

Road
- Road

Railway
- Railway

District Boundary
- District Boundary

Township Boundary
- Township Boundary

Ratepayer Information
- Ratepayer Information

Parcels
- Parcels

PODP - Zones and Precincts

Precincts
- Commercial Precincts
- Industrial Precincts
- Airfield Precincts
- Rural Precincts

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

Zone and Water Services

SWL Water Points
- Supply Point
- Valve
- Node
- Hydrant
- Tank
- Irrigation
- Equipment
- Facility
- Meter
- Fire Plant

SWL Water Lines
- Pipe - Treated
- Irrigation
- Pipe - Untreated
- Pipe - Sewer
- Pipe - Unknown
- Other

SWL Private Water Points

SWL Private Water Lines

SDC Water Points
- EQUIPMENT - BORE
- EQUIPMENT _ GENERATOR
- EQUIPMENT - SAMPLE TAP
- EQUIPMENT - OTHER
- FACILITY
- FIRE PLANT
- HYDRANT
- IRRIGATION
- NODE
- OBSOLETE
- SUPPLY POINT
- TANK
- VALVE

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

SWL Sewer Points
- Manhole
- Valve
- Chamber
- Node
- Equipment
- Facility

SWL Sewer Lines
- Gravity
- Pressure
- Rising
- Other

SWL Private Sewer Points

SWL Private Sewer Lines

SDC Sewer Points

TYPE
- CHAMBER
- EQUIPMENT
- FACILITY
- MANHOLE
- NODE
- VALVE

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

Storm Points

TYPE
- CHAMBER
- EQUIPMENT
- FACILITY
- INLET/OUTLET
- MANAGEMENT
- MANHOLE
- NODE
- SOAKHOLE
- SUMP
- VALVE

Storm Lines

TYPE
- CHANNEL
- DIM LINE
- OBSOLETE
- OUTLINE
- PIPE
- SITE_BOUNDARY
- Soakhole w/Hoz Soakage
- StopBank

Storm Polygons

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

Stormwater Management Area
- Stormwater Management Area

West Melton Observatory Zone
- West Melton Observatory Zone

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

Liquefaction Drains and Water Race

CDrain_pt
- GATE
- Site
- WEIR

CDrain_ln
- DRAIN
- ECan
- OUTLINE
- StopBank
- Site Boundary

WRace_pt
- DISCHARGE
- DIVIDE
- EQUIPMENT
- GATE
- GRILL
- HEADWALL
- MANHOLE
- NODE
- POND
- SITE
- SHAFT
- SOAKHOLE

WRace_ln
- AQUEDUCT
- CULVERT
- DIM LINE
- EMERGENCY DISCHARGE
- INTAKE
- LATERAL
- LOCAL
- MAIN
- OBSOLETE
- OUTLINE
- SIPHON
- TUNNEL

SDC Cleaned
- SDC Cleaned

Project Extent
- Project Extent

Boundary Between Liquefaction Assessment Zones
- Boundary Between Liquefaction Assessment Zones

Liquefaction Susceptibility
- DBH TC Zoned Area
- Damaging liquefaction unlikely
- Liquefaction assessment needed

Ecan River Protection Scheme
- Properties Beside Rivers
- Halswell Staff Gauges
- Halswell Floodgates
- Halswell Drainage

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

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

LIM REPORT - Zone and Water Services

Selwyn DISTRICT COUNCIL

0 5 10 15 20
Metres

Date: 19/10/2026
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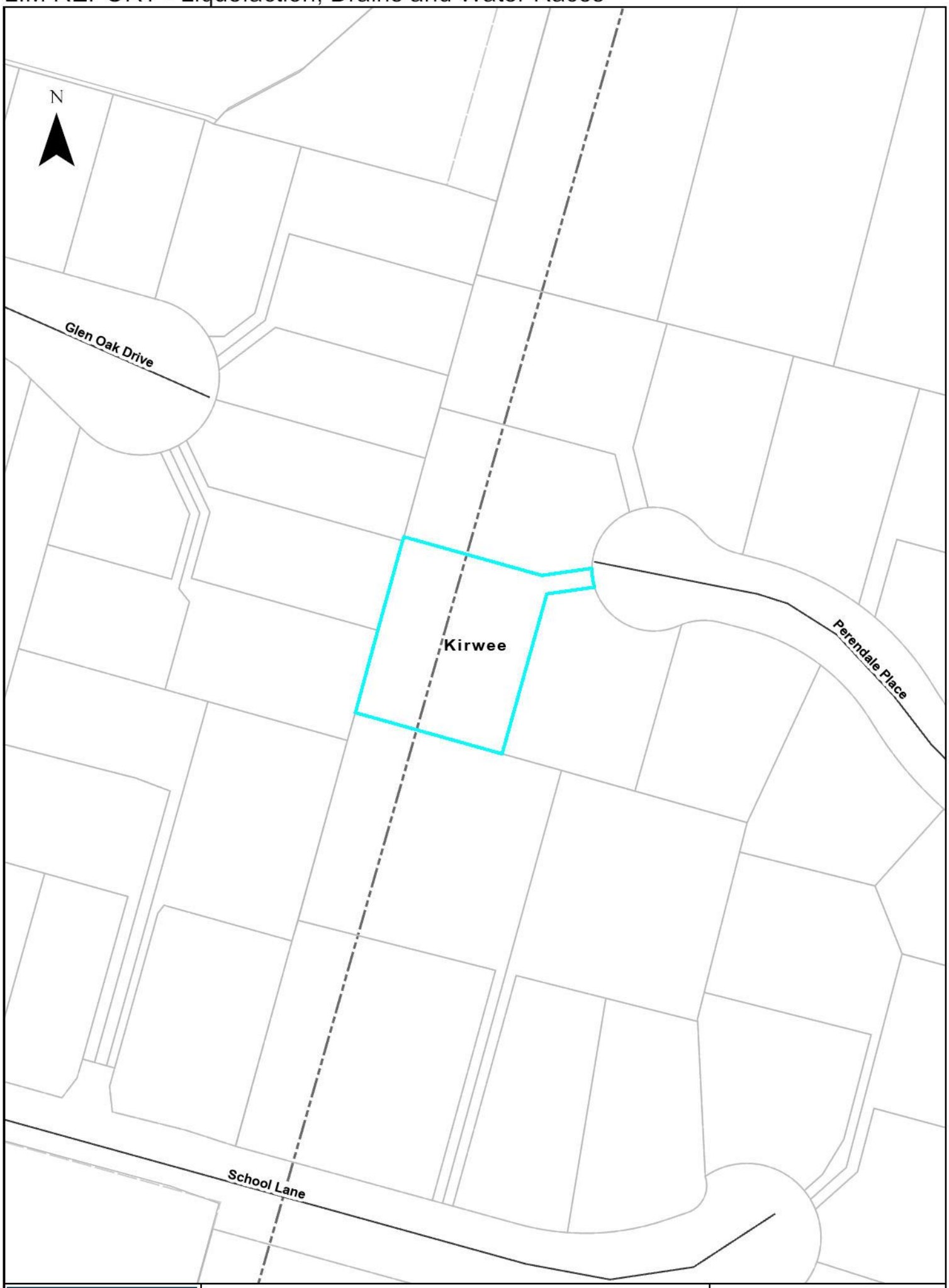
LIM REPORT - Liquefaction, Drains and Water Races



Selwyn DISTRICT COUNCIL

0 12.5 25 37.5 50
Metres

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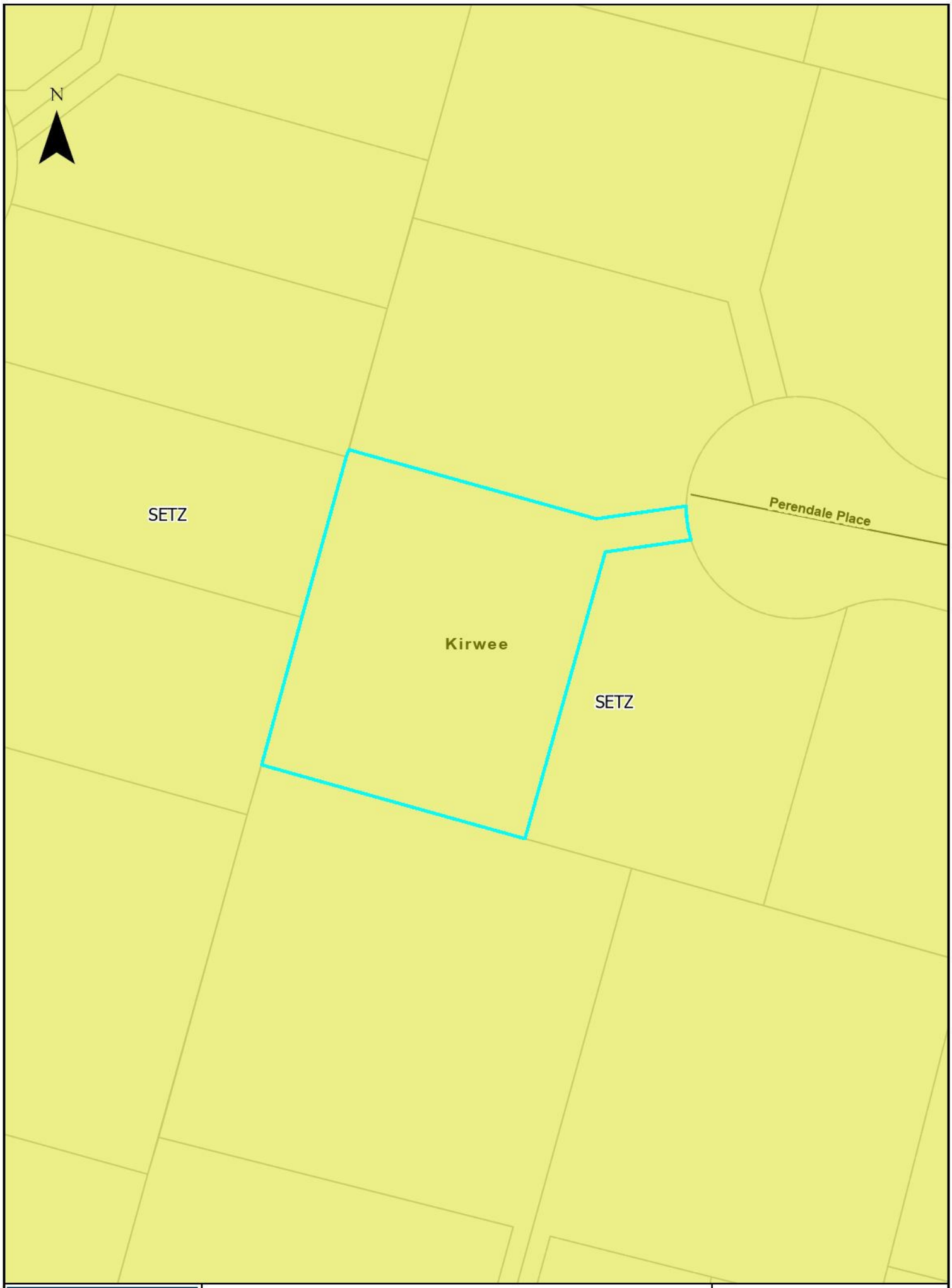
LIM REPORT - PODP Zone and Precinct



Selwyn DISTRICT COUNCIL

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RESOURCE CONSENT INFORMATION

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

- Because of the large number of resource consents only consents which fall within the red buffer as identified on the map have been included with this report.

- If further information is required please contact the Council’s Planning Department – Phone Direct 03 3472 868.

- Every effort is made by the Council to identify resource consent in proximity to the property subject to this LIM application. However, it is suggested that a site inspection be undertaken by prospective purchasers to identify any land uses of interest. These may include uses which have existing use rights or other uses which are permitted under the Council’s District Plan.

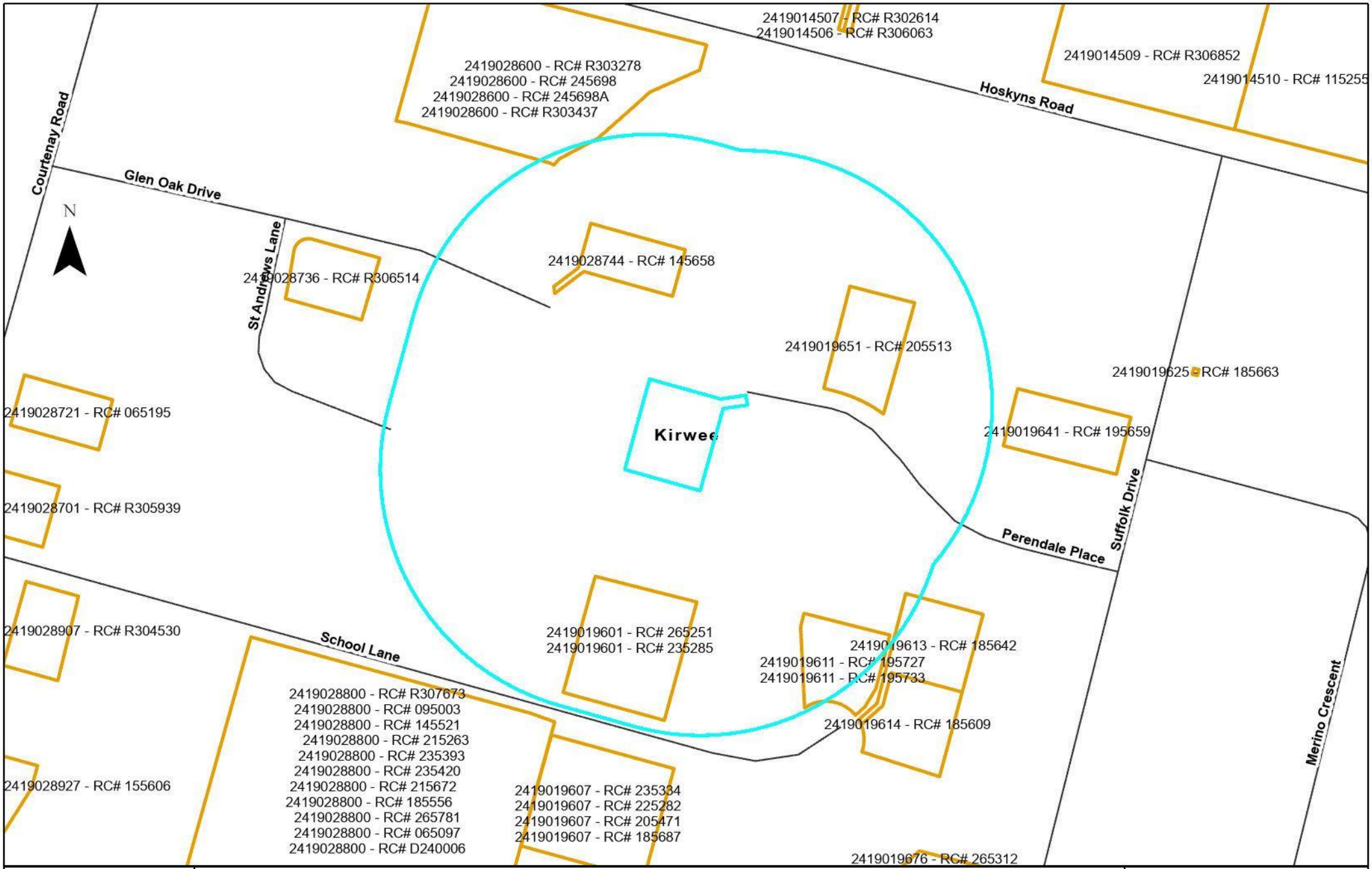
Resource Consent Status Codes:

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

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

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

2419019647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2419014506 - RC# R306063
2419014509 - RC# R306852
2419014510 - RC# 115255
Hoskyns Road
2419028600 - RC# R303278
2419028600 - RC# 245698
2419028600 - RC# 245698A
2419028600 - RC# R303437
Courtenay Road
Glen Oak Drive
N
St Andrews Lane
2419028736 - RC# R306514
2419028744 - RC# 145658
2419019651 - RC# 205513
2419019625 - RC# 185663
2419028721 - RC# 065195
Kirwee
2419019641 - RC# 195659
2419028701 - RC# R305939
Suffolk Drive
Perendale Place
2419028907 - RC# R304530
School Lane
2419019601 - RC# 265251
2419019601 - RC# 235285
2419019613 - RC# 185642
2419019611 - RC# 195727
2419019611 - RC# 195733
2419028800 - RC# R307673
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2419028800 - RC# 235420
2419028800 - RC# 215672
2419028800 - RC# 185556
2419028800 - RC# 265781
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Merino Crescent
2419028927 - RC# 155606
2419019607 - RC# 235334
2419019607 - RC# 225282
2419019607 - RC# 205471
2419019607 - RC# 185687
2419019676 - RC# 265312
Selwyn DISTRICT COUNCIL
0
37.5
75
112.5
150
Metres
Date: 19/10/2026
Cadastral Information dervided from Land Information New Zealand's Digital Cadastral Database (DCDB)
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Data Projection: NZGD2000 New Zealand Transverse

Assessment_ID	RC Number	Proposal	Decision Date
2419028600	R303437	SUBDIVISION OF 7386 SQ M ZONED URBAN INTO 2 LOTS EACH WITH AN EXISTING DWELLING	1998-10-21
2419028744	145658	To erect two dwellings on one residential lot	2015-09-08
2419019601	235285	Global Consent for reticulated wastewater connections with the Kirwee Central subdivision.	2023-06-06
2419019601	265251	To establish and operate a preschool accommodating 89 children and 8 staff and associated access.	2026-07-21
2419019611	195727	To construct a vehicle crossing in a non-complying position in relation to an existing shared accessway.	
2419019611	195733	To construct a vehicle crossing in a non-complying position in relation to an existing shared accessway.	2019-12-02
2419019613	185642	To erect a dwelling with attached garage exceeding site coverage (Lot 7)	2018-12-19
2419019651	205513	To construct a vehicle crossing within 7m of an existing vehicle crossing.	2020-09-21
2419028600	245698	To undertake a subdivision to create four residential lots	2025-04-29
2419028600	245698A	Change of conditions to vary condition 22 and cancel conditions 24 and 31 of RC245698, pursuant to section 127 of the RMA. The proposed changes relate to the requirements for on-site water reticulation (conditions 22 & 24), and removal	2026-05-11
2419028600	R303278	TO ERECT A GARAGE WITH NON-COMPLYING HEIGHT & LENGTH	1998-06-22

Form 7
Code compliance certificate

Section 95, Building Act 2004

The building

Street address of building:	11 Perendale Place, Kirwee
Legal description of land where building is located:	LOT 35 DP 544827
Building name:	N/A
Location of building within site/block number:	11 Perendale Place Kirwee
Level/unit number:	0
Current, lawfully established, use:	2.0 Housing: 2.0.2 Detached Dwelling
Year first constructed:	2021

The owner

Name of owner:	RA Clarke
Contact person:	Rachelle Clarke
Mailing address:	231 Buchanans Road, Yaldhurst, Christchurch
Street address/registered office:	N/A
Phone number:	Landline: N/A Mobile: 0224655317
Daytime:	Landline: N/A Mobile: 0224655317
After hours:	Landline: N/A Mobile: 0224655317
Facsimile number:	No information provided
Email address:	rachelle4932@gmail.com
Website:	No information provided

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

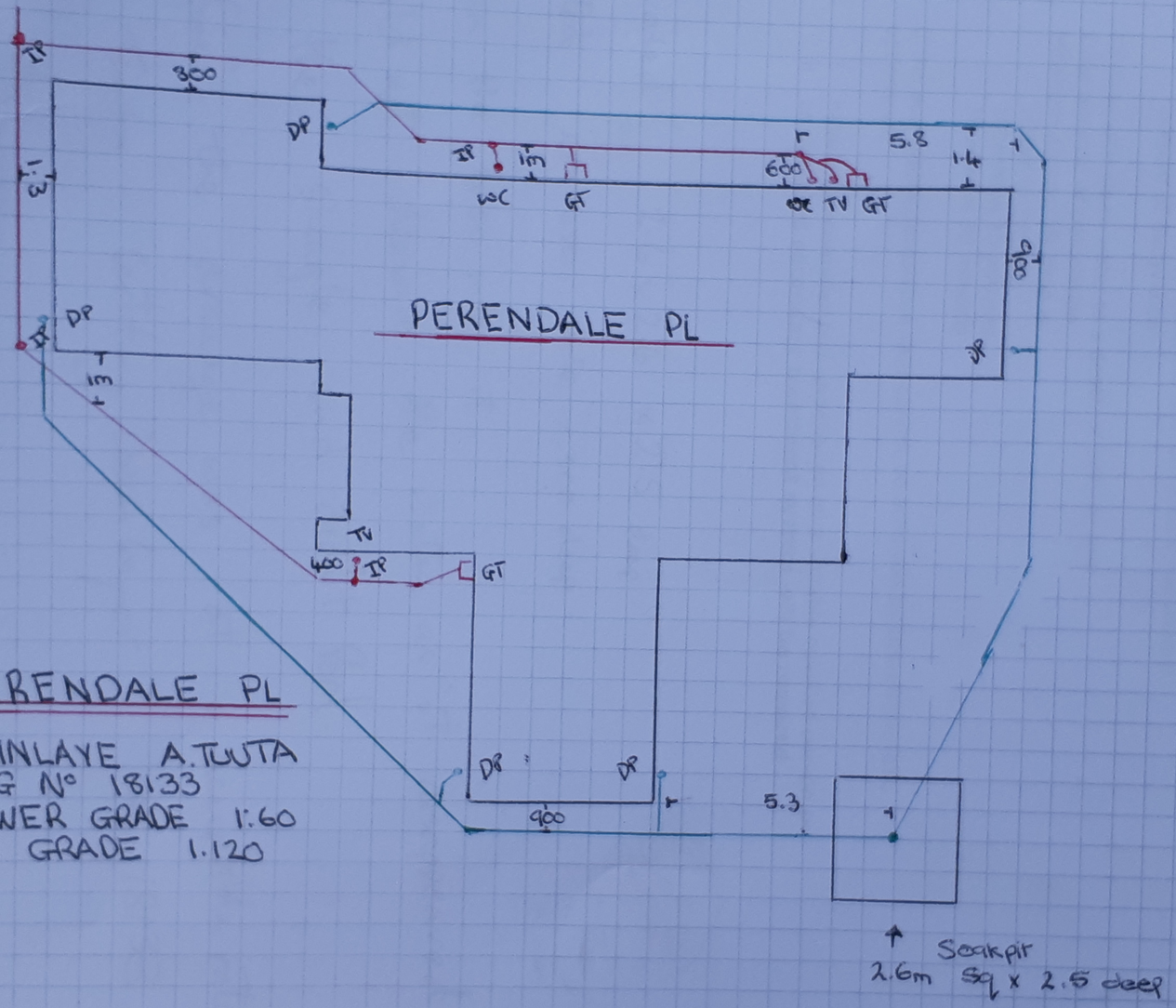
Building work

Building consent number:	BC211039
Description:	4 bedroom domestic dwelling with attached garage Amendment 1: Change of Fire model & cladding change to Linea
Issued by:	Selwyn District Council

Code compliance

The building consent authority named below is satisfied, on reasonable grounds, that - the building work complies with the building consent.

Signature: Rowell Des Forges
Position: Senior Building Surveyor Residential Inspections
On behalf of: Selwyn District Council
Date: 12 March 2024



PERENDALE PL

DRAINLAYE A.TUUTA
REG Nº 18133
SEWER GRADE 1:60
SW GRADE 1.120

Discount Drainage Ltd
www.discountdrainage.co.nz
Ph 0800 223 332

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E info@blg.nz
A 54 Manchester Street
Christchurch Central

www.blg.nz

Ref: 6960

Kirwee Central Properties Ltd
C/- 1-7 Horndon Street RD1
Darfield 7571

Sent via email to: *murray@clay-bricks.co.nz*

Attn: Murray Boyes

14 January 2020

Dear Murray

EARTH FILL REPORT – KIRWEE CENTRAL PROPERTIES – STAGE 3

During the construction period of the Stage 3 development at Kirwee Central Properties, Baseline Group provided observation services in accordance with NZS 4431:1989 Code of Practice for Earth Fill for Residential Development. This report accompanies our NZS 4431:1989 Appendix A "Statement of Suitability of Earth Fill for Residential Development".

The earthworks have been undertaken in general accordance with the cut/fill plans prepared by Baseline Group in accordance with the specifications and details prepared by Baseline Group.

Fill has been placed at depths up to 480mm as shown on Baseline Group Plan FP1-A that accompanies this report. Fill comprised of site won gravels. Upon the completion of fill, topsoil was replaced on the lots at depths commensurate with the existing topsoil depths, which varied between 400 and 600mm.

The observation methodology included minimum of weekly site visits which included the following:

- Confirmation that the stripped surface prior to filling was free of organic material
- Confirmation of the suitability of the site-won fill material and that it was consistent
- Review of Nuclear Densometer (ND) test results (completed by others)

Copies of the ND test results are attached with this report.

If you have any questions, please feel free to contact the writer on 03 324 8206 or via email james@blg.nz

Yours faithfully,

James Hopkins

Senior Civil Engineer
Baseline Group Ltd

Fill Depths - EGL vs FGL

Number	Color	Min. Elevation (m)	Max. Elevation (m)
1		0.20	0.50
2		0.50	0.80

Lot no.	Max Fill depth (m)
31	0.33
32	0.28
33	0.62
34	0.63
35	0.71
37	0.31
38	0.33
39	0.25

Engineered Fill Location Plan

Scale	1:400 @ A1
Date	02/04/20
Design	WM
Drawn	SM
Review	JH

6960-Kirwee Stg3-Fill plan

Rev.	Date	Amendment
A	02/04/20	224(c)Application

Revision	A
Sheet	FP1

IMPORTANT INFORMATION TO ALL NEW HOME/LAND OWNERS

STREET TREES AND IRRIGATION

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

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

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

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

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

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

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

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

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

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

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

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

CARE FOR ESTABLISHING STREET TREES

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

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

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

Thank you for your assistance and co-operation

Reserves Maintenance Staff
Selwyn District Council

Be water wise

Selwyn DISTRICT COUNCIL

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

Part of the reason why Selwyn households have higher water consumption is because properties tend to have large sections and over dry summers water use can increase significantly. Additional bores can be added to increase the capacity of Council water supplies, but this is costly and unsustainable.

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

Demand is especially high at the peak times of 6–9am in the morning and 4–9pm in the evening, when people use water for cooking, washing and dishwashers, and often water their lawns at the same time.

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

How much water do you use?

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

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

Tips for managing your water use

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

Your garden and lawn

- Water your garden and lawn every few days rather than every day. Wetting the soil surface every day encourages roots to develop at the surface, making them more vulnerable to hot dry spells.
- Water your garden and lawn outside of peak water usage hours (avoid 6am–9am, and 4pm–9pm). Watering in the early morning (before 6am) or late evening (after 9pm) will minimise evaporation loss. Also avoid watering in a Nor' West wind as the water will quickly evaporate.
- Using a watering can or hand watering plants by hose often uses far less water than a sprinkler.
- Use a timer to avoid overwatering as it makes plants more susceptible to fungus diseases and will leach out soil nutrients.
- Use mulch or cover the soil with a layer of organic matter to keep the soil moist. Mulches help protect plant roots from drying effects of sun and wind and also reduce weed growth.
- Check if the soil needs watering by digging down with a trowel and having a look. This is a more accurate way to see if watering is needed than looking at the surface.
- Check you have the right head for your sprinkler. Sprinklers should apply water gently so that it seeps into the soil. Some sprinklers apply water faster than the soil can absorb.
- When planting choose drought resistant plants that don't require a lot of water.

Outdoors

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

Indoors

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

Buying or selling your property?

REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

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.

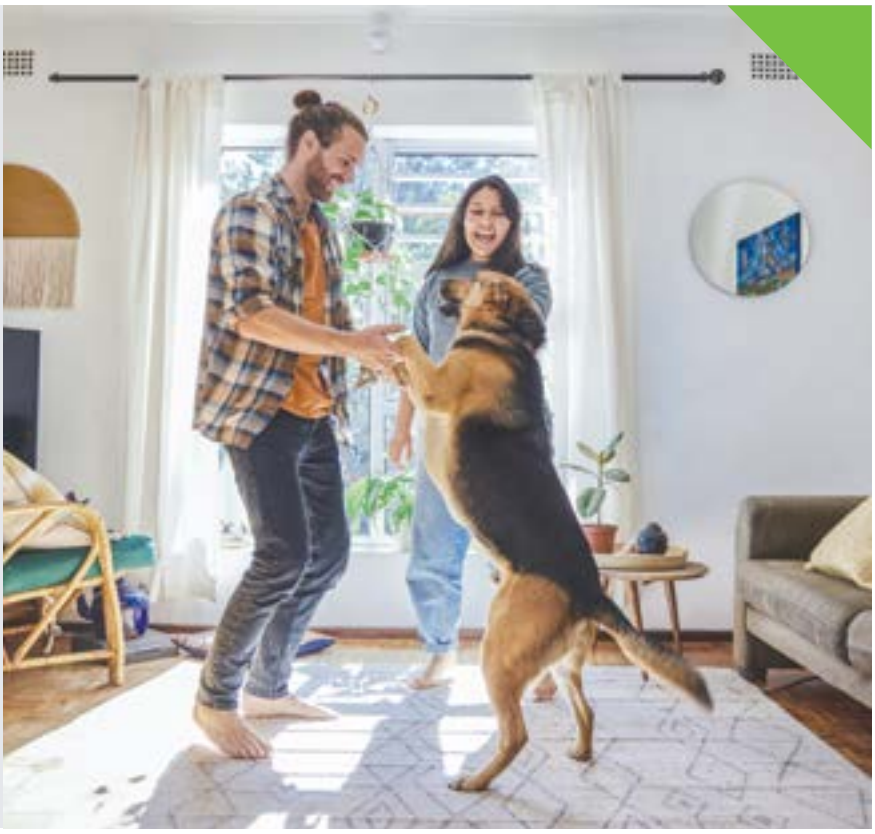
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.
- We maintain a Code of 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

settled.govt.nz



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.

POWERED BY OWNLY LTD. LICENSED REAA 2008