

MCRAE & KNOWLER

PROPERTY BROCHURE

4 GABBIE PLACE, SOUTHBRIDGE



4 GABBIE PLACE, SOUTHBRIDGE

STANDOUT BY DESIGN. EXCEPTIONAL BY DETAIL.

 3  2  3  233 m²  791 m²

This is a true standout – a beautifully presented home on a generous section, where quality, functionality and thoughtful design come together exceptionally well.

From the spacious entrance, complete with a striking full-height glass window, the home immediately feels light, open and beautifully considered. The heart of the home is the impressive open-plan kitchen, dining and living space, with a feature ceiling and seamless connection to the outdoor entertaining area. The kitchen is seriously well specified, with stone benchtops, 120cm SMEG gas hob and double oven, Schweigen rangehood, and generous butler's pantry with double fridge space.

The master suite is equally impressive, with a generous walk-in robe and fully tiled ensuite featuring an enormous 3m x 2m shower, complete with his-and-hers showering and rain shower head. Two further bedrooms are serviced by a family bathroom and separate toilet with vanity.

Comfort is well covered with a Wi-Fi-controlled pellet fire, heat pumps and gas hot water, while a separate laundry, excellent linen storage and three-car carpeted garaging with over-height doors add plenty of everyday practicality.

Outside, the beautifully landscaped section has been designed for enjoyment without the maintenance workload. The fully decked entertaining area includes a dedicated BBQ zone and spa pool, while a garden shed and generous off-street parking provide space for the boat, campervan and everything else that comes with enjoying life.



SCAN TO DOWNLOAD
REPORTS AND SALE
PARTICULARS



LEGALS

Land area	791 sqm
Floor area	233 sqm
Tenure	Freehold
Rateable value	\$730,000
Land value	\$230,000
Improvements value	\$500,000
Rates	\$3,754.75
Council zone	Residential Zone C
Technical category	Rural/Unmapped

ENERGY

Heating	Heat Pumps & Pellet Fire
Insulation	Walls and Roof
Windows	Aluminum Double Glazing
Water heating	Gas
Ventilation	Extractor Fans

CONSTRUCTION

Year built	2024
Exterior	Brick
Roof	Coloursteel
EQ repairs	Post Quake Build

EDUCATION

Early childhood	Active Explorers Leeston, Children First Preschool
Primary	Southbridge School
Secondary	Ellesmere College

CHATTELS

Auto garage door opener (2) and 4 remotes, Window treatments, Clothesline, Dishwasher, Electric oven, 120cm Gas hob, Fixed floor coverings, Garden shed (1), Heat pumps (2) and 2 remotes, Light fittings, Schweigen range hood, Security system (unmonitored) and 2 remotes, Smoke detectors (3), TV bracket (1), WIFI controlled pellet fire, Spa (as is)



**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

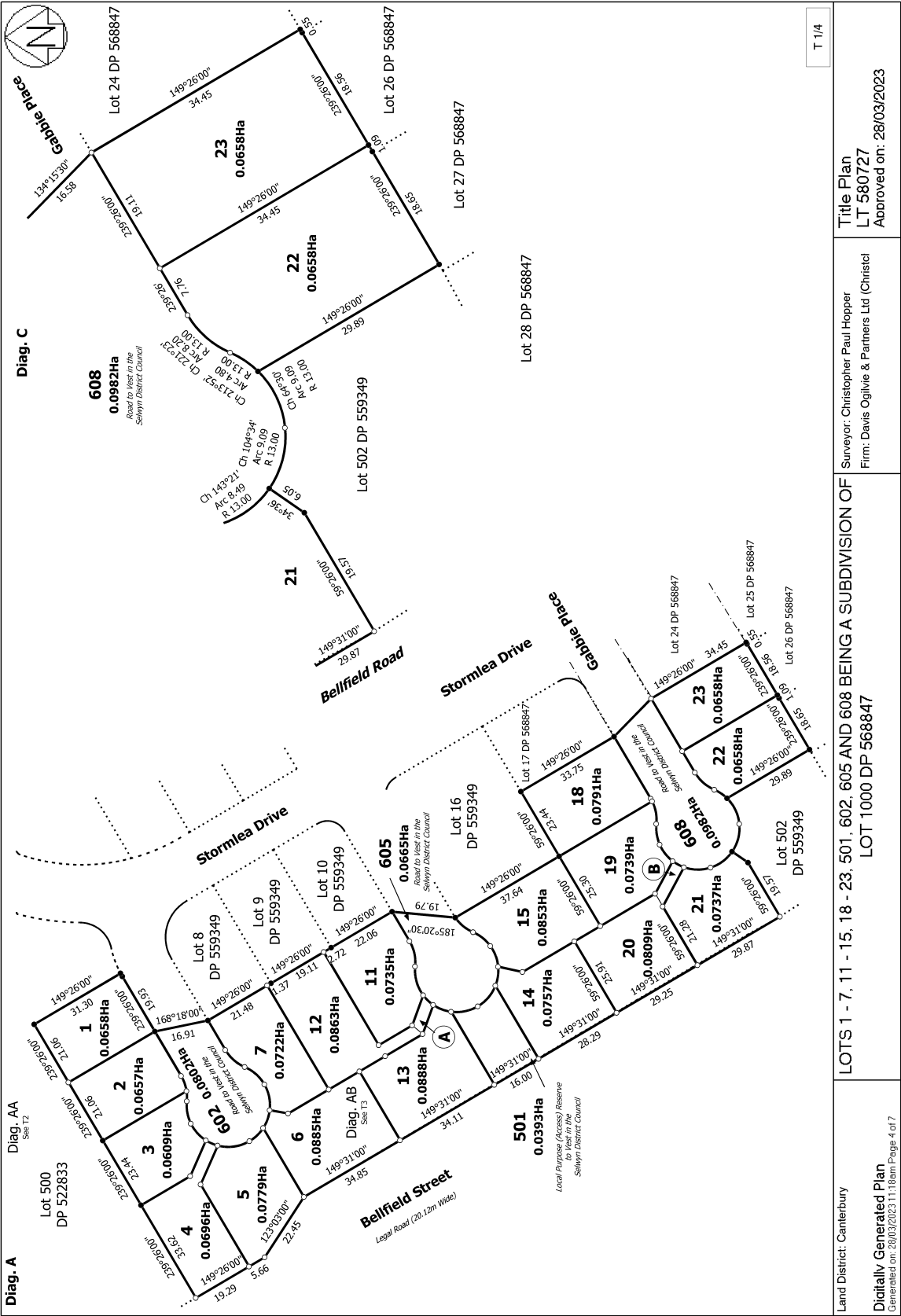
Identifier **1081860**
Land Registration District **Canterbury**
Date Issued 16 March 2023

Prior References
1023813

Estate Fee Simple
Area 791 square metres more or less
Legal Description Lot 18 Deposited Plan 580727
Registered Owners
Bruce James Allan and Meegan Tracey Allan

Interests

Land Covenant (in gross) in favour of Roxburgh Developers Limited created by Covenant Instrument 12632017.8 - 16.3.2023 at 1:50 pm
12632017.10 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.3.2023 at 1:50 pm
12632017.11 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.3.2023 at 1:50 pm
Fencing Covenant in Transfer 12692527.2 - 28.4.2023 at 3:10 pm
12834438.1 Mortgage to ASB Bank Limited - 29.9.2023 at 2:23 pm



View Instrument Details



Instrument No 12632017.8
Status Registered
Date & Time Lodged 16 March 2023 13:50
Lodged By OGorman, Sarah Clare
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

1081848	Canterbury
1081849	Canterbury
1081850	Canterbury
1081851	Canterbury
1081852	Canterbury
1081853	Canterbury
1081854	Canterbury
1081855	Canterbury
1081856	Canterbury
1081857	Canterbury
1081858	Canterbury
1081859	Canterbury
1081860	Canterbury
1081861	Canterbury
1081862	Canterbury
1081863	Canterbury
1081864	Canterbury
1081865	Canterbury

Annexure Schedule Contains 3 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 Sarah Clare OGorman as Covenantor Representative on 16/03/2023 01:32 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 Sarah Clare OGorman as Covenantee Representative on 16/03/2023 01:32 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.***Roxburgh Developers Limited****Covenantee***Surname(s) must be underlined or in CAPITALS.***Roxburgh Developers 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		Lots 1-7, 11-15, 18-23 DP 580727 (1081848-1081865)	In Gross

Covenant rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

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

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

[Annexure Schedule _____].

ANNEXURE SCHEDULE

1. The Covenantor must not:
 - a. Erect, construct or place any new, pre-used or second-hand Building on a Burdened Land without having first been approved in writing by the Covenantee or the Covenantee's nominated agent prior to its placement on the Burdened Land.
 - b. Erect, construct or place any relocatable Building on the Burdened Land except where the relocatable Building has first been approved in writing by the Covenantee or the Covenantee's nominated agent prior to its placement on the Burdened Land.
 - c. Use any caravan, hut or shed as a Dwelling or as any other form of temporary or permanent residential accommodation other than as temporary workers' sheds during construction of a new Dwelling which must be removed upon practical completion of that new Dwelling.
 - d. Allow un-maintained vehicles to be stored on the Burdened Land.
 - e. Park any caravan anywhere on the Burdened Land except other than in a garage provided for that purpose.
 - f. Interfere with or modify any stormwater system or overland flow path. Covenantors shall maintain stormwater systems or overland flow paths that cross private property in a clean condition free of any debris at all times.
 - g. Permit any rubbish, including builders waste materials to accumulate or to be placed upon the Burdened Land, the berm in front of the Burdened Land or any adjoining land or permit grass or weeds to grow to a height exceeding 75mm or otherwise leave the Burdened Land or the berm in front of the Burdened Land in a condition that, in the Covenantee's sole discretion may be detrimental to the Covenantee's subdivision. The Covenantee shall have the right to remove any building materials from the Burdened Land, the berm in front of the Burdened Land or adjoining land, or to maintain the Burdened Land and the berm in front of the Burdened Land in a reasonable condition to avoid the Burdened Land being or becoming detrimental to the subdivision, with reasonable costs to be met by the Covenantor and payable on demand.
2. A Covenantor who commences the erection or construction of any Building on the Burdened Land must ensure that Building is completed within 18 months from the date of commencement of erection or construction. Completion is deemed to include affixing all exterior cladding and completing all exterior painting. This clause does not prevent a Covenantor from constructing a Dwelling in separate stages over a longer period of time provided that each stage is completed within a one year period.
3. At the time that a Covenantor commences the original construction of any Building or Dwelling on the Burdened Land, the Covenantor must ensure that all construction is contained within the boundaries of the Burdened Land and that the only access to the Burdened Land for all construction vehicles and delivery of goods to the Burdened Land is to be from the vehicle crossing constructed at the time of subdivision.
4. The Covenantee shall neither be required nor be liable to enforce the above covenants or any non-conformance of the above covenants.
5. The Covenantor covenants with the Covenantee that it will not oppose, object to, frustrate or take any action, or encourage or cause others to oppose, object to, frustrate or take any action, that might in any way prevent or hinder the Covenantee from progressing and completing the Covenantee's development and/or affecting any zone change, subdivision or land use consents needed to give effect to the development stage of the property at 134 High Street, Southbridge.

6. The Provisions of this Instrument (except clause 5) shall expire ten (10) years from the issue of a separate certificate of title for the Burdened Land.
7. In this Instrument unless the context otherwise requires:
 - “Building”** means any structure other than:
 - a. A fence or wall less than 1 metre in height above Ground Level; or
 - b. Any other structure less than 5 square metres in area and less than 1 metre in height above Ground Level.
 - “Covenantee”** means Roxburgh Developer Limited.
 - “Dwelling”** means a Building or group of Buildings designed and occupied as single self-contained household unit and includes normal accessory structure as a garage, garden, shed, glasshouse etc.
 - “Covenantor”** means the registered owner(s) of the Burdened Land and any tenant, lessee, licensee, visitor or invitee of a registered owner.
 - “Ground Level”** means the finished ground level of the Burdened Land as at the date of deposit of the plan of the subdivision creating that Burdened Land.
 - “Land”** means all of the land within the Burdened Land and Benefited Land identified in Annexure Schedule 1.
 - “Burdened Land”** means each of the lots identified in Annexure Schedule 1.
8. In this Instrument, a covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.



View Instrument Details

Instrument Type	Transfer
Instrument No	12692527.2
Status	Registered
Date & Time Lodged	28 April 2023 15:10
Lodged By	Johnson, Ruth Miryam

Affected Records of Title	Land District
1081860	Canterbury

Transferors

Roxburgh Developers Limited

Transferees

Bruce James Allan and Meegan Tracey Allan

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Sarah Clare OGorman as Transferor Representative on 27/04/2023 08:40 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Paul Matthew Owens as Transferee Representative on 28/04/2023 12:32 PM

*** End of Report ***

View Instrument Details



Instrument No	12632017.11
Status	Registered
Date & Time Lodged	16 March 2023 13:50
Lodged By	OGorman, Sarah Clare
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
---------------------------	---------------

1081848	Canterbury
1081849	Canterbury
1081850	Canterbury
1081851	Canterbury
1081852	Canterbury
1081853	Canterbury
1081854	Canterbury
1081855	Canterbury
1081856	Canterbury
1081857	Canterbury
1081858	Canterbury
1081859	Canterbury
1081860	Canterbury
1081861	Canterbury
1081862	Canterbury
1081863	Canterbury
1081864	Canterbury
1081865	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Sarah Clare OGorman as Territorial Authority Representative on 15/03/2023 02:26 PM

*** End of Report ***



www.selwyn.govt.nz

IN THE MATTER

of the Resource Management
Act 1991

AND

IN THE MATTER

of Resource Consent 225769 and
Deposit Plan 580727

CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991

To: The District Land Registrar
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a subdivision

"That a report be provided by a suitably qualified and experienced person confirming that either:

- a) the engineering design of the subdivision is sufficient to mitigate flooding on every site, based on a 200-year Annual Exceedance Probability flood event; or*

where the engineering design is insufficient to satisfy Condition (a) above, the required minimum building finished floor height above ground level for dwellings or other principal buildings, in order to achieve a 300mm freeboard above a 200-year Annual Exceedance Probability flood event."

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

DESCRIPTION OF LAND

All those pieces of land being Lots 1 – 7, 11 – 15 and 18 - 23 DP 580727 as held in Record of Titles 1081848 – 1081865.

DATED this 8th day of March 2023

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'N. J. Hume'.

Authorised Officer

www.selwyn.govt.nz

Selwyn District Council, 2 Norman Kirk Drive Rolleston / PO BOX 90, Rolleston 7643
Tel: 03 347 2800 Fax: 03 347 2799 Email: admin@selwyn.govt.nz

View Instrument Details



Instrument No	12632017.10
Status	Registered
Date & Time Lodged	16 March 2023 13:50
Lodged By	OGorman, Sarah Clare
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1081854	Canterbury
1081855	Canterbury
1081856	Canterbury
1081859	Canterbury
1081860	Canterbury
1081861	Canterbury
1081864	Canterbury
1081865	Canterbury

Annexure Schedule Contains 1 Pages.

Signature

Signed by Sarah Clare OGorman as Territorial Authority Representative on 15/03/2023 02:26 PM

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



www.selwyn.govt.nz

IN THE MATTER

of the Resource Management
Act 1991

AND

IN THE MATTER

of Resource Consent 225769 and
Deposit Plan 580727

CONSENT NOTICE PURSUANT TO S. 221 RESOURCE MANAGEMENT ACT 1991

To: The District Land Registrar
Canterbury Land Registration District

TAKE NOTICE that the land hereinafter described is subject to conditions in relation to a
subdivision

*"That unless a resource consent has been granted otherwise, any fence or freestanding
wall shall comply with the requirements of the District Plan at the time the fence or
freestanding wall is constructed. For further information please refer to the relevant rule
in the District Plan or contact the duty planner at the Selwyn District Council."*

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

DESCRIPTION OF LAND

All those pieces of land being Lots 7, 11, 12, 15 – 19, 22 and 23 DP 580727 as held in Record of
Titles 1081854 – 1081856, 1081859 – 1081861 and 1081864 - 1081865.

DATED this 8th day of March 2023

SIGNED for and on behalf of Selwyn District Council

A handwritten signature in black ink, appearing to read 'R. Ferguson'.

Authorised Officer



Public Roll Enquiry

19 October 2026

QPID 3385419

Val Ref	24170 12556	Street Address	4 Gabbie PL
Authority	62 SELWYN DISTRICT	Region	13 Canterbury Region
Ward	01 Te Waihora Ellesmere	Val Date	1/09/2024

Main Values

Principal Buildings

Improvements	\$580,000	Floor	233	(sq m) Approx
Land Value	\$230,000	Walls	Mix.Material	
Capital Value	\$810,000	Roof	Steel/G-Iron	
Annual Value		Age	2020-29	
Trees		<u>Improvements</u>		
Land Area	0.0791 (Ha)	DWG OI		
Zone	Residential			
Actual Use	Single Unit excluding Bach			
Category	Residential-Dwelling-2020/2029			

Legal Description	Lot 18 DP 580727
C/T	1081860

Form 7

Code compliance certificate

Section 95, Building Act 2004

The building

Street address of building: 4 Gabbie Place, Southbridge
Legal description of land where building is located: LOT 18 DP 580727
Building name: N/A
Location of building within site/block number: 4 Gabbie Place
Southbridge
Level/unit number: 0
Current, lawfully established, use: 2.0 Housing: 2.0.2 Detached Dwelling
Year first constructed: 2023

The owner

Name of owner: BJ & MT Allan
Contact person: Bruce Allan
Mailing address: 15 Northmoor Boulevard, Rolleston
Street address/registered office: N/A
Phone number: Landline: N/A Mobile: 0211714441
Daytime: Landline: N/A Mobile: 0211714441
After hours: Landline: N/A Mobile: 0211714441
Facsimile number: No information provided
Email address: bulldogz@orcon.net.nz
Website: No information provided
First point of contact for communications with the council/building consent authority:

Building work

Building consent number: BC230342
Description: Construction of detached dwelling - single storey with
4 bedrooms and attached garage
Issued by: Selwyn District Council

Code compliance

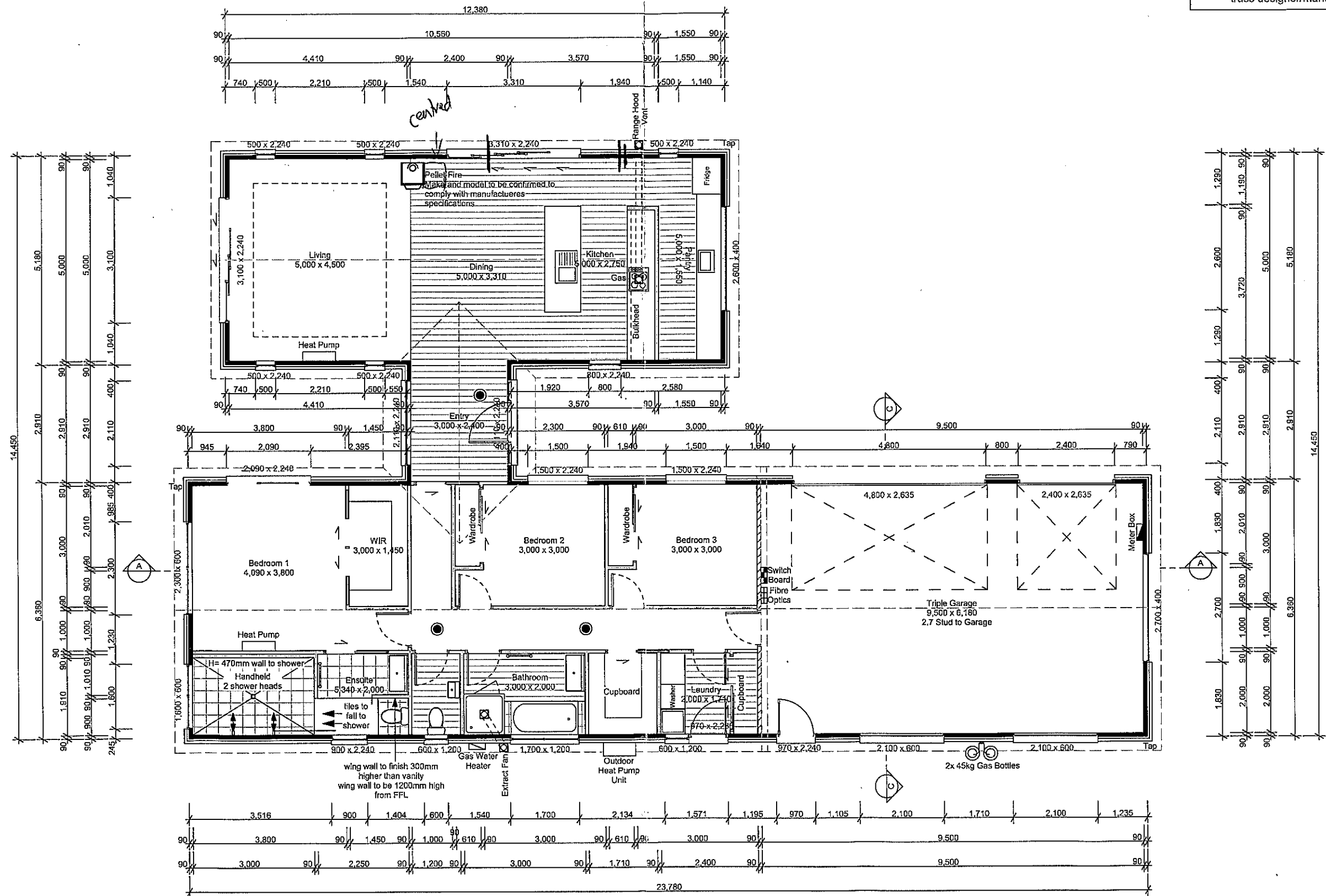
The building consent authority named below is satisfied, on reasonable grounds, that - the building work complies with the building consent.

* ALL CONSTRUCTION IS TO COMPLY WITH NEW ZEALAND BUILDING CODE AND ALL RELEVANT DOCUMENTS, AND WITH THE LOCAL TERRITORIAL AUTHORITY REGULATIONS.
 * THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS & LEVELS ARE CORRECT PRIOR TO COMMENCING ANY WORK.
 * THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT LOCAL TERRITORIAL CONSENT.

ALL PLANS © TO ORANGE HOMES (2019) LTD.

Timber Frames To Overhang
 Floor Slab 5mm

NOTE:
 These drawings are to be read in conjunction with the specification documents, engineering details/drawings, manufacturer's specifications and truss designer/manufacturer's drawings.



Scale 1:100



Project Name: Allan Residence
 Project Address: Lot 18, Southbridge

Job No: 21.100
 Consultant: Dan

Date: 11/11/2021
 Floor Plan
 Drawn: M. Bryant

Sheet: 6 of 5
 Revision:

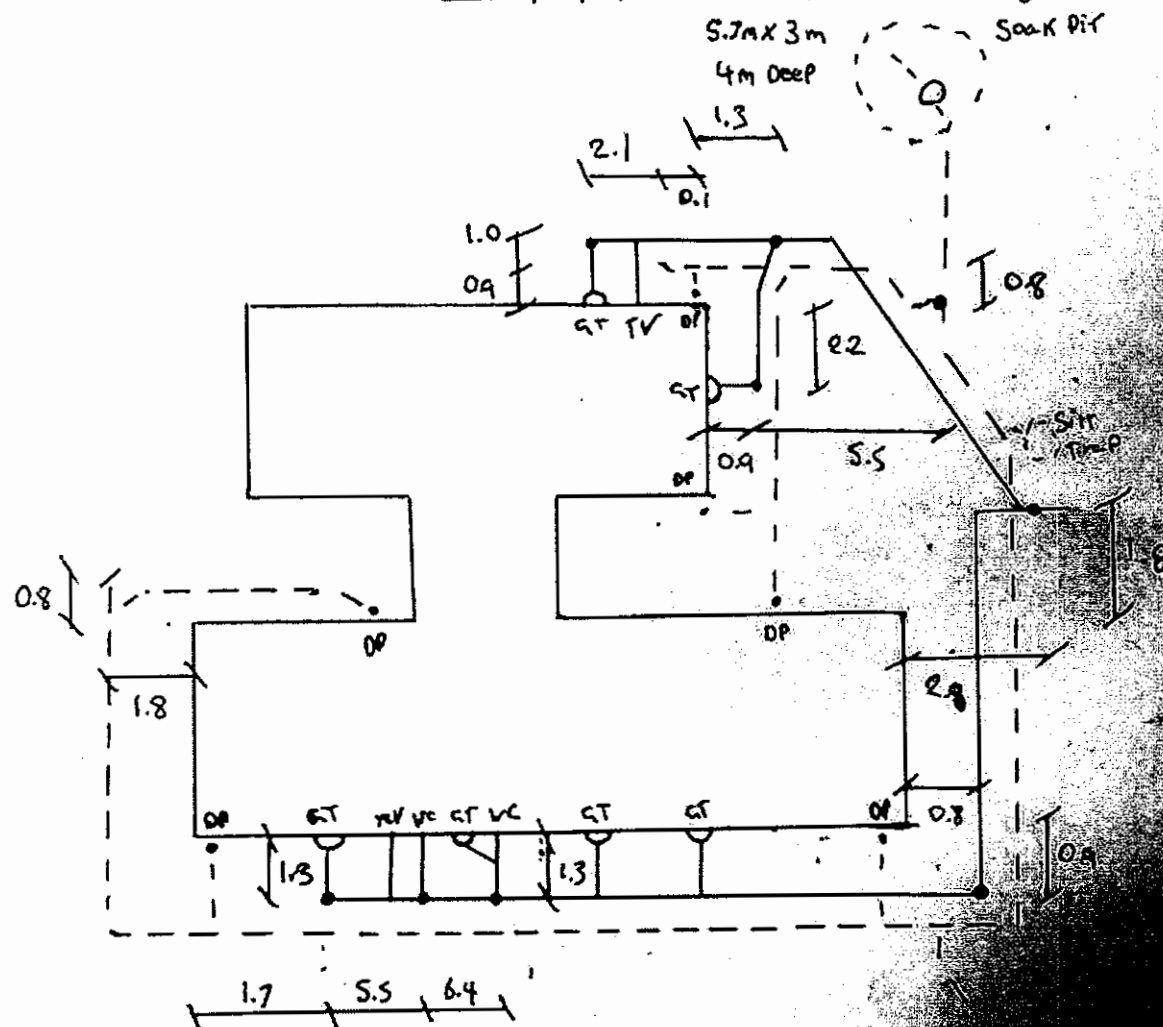


AS BUILT – DYNAMIC DRAINAGE & EXCAVATION LTD

GRANT WOOSTER REGO # 19643 BCN #

DATE: 1/12/23

ADDRESS: 4 Gabbie Place, Southbridge



KEY

SEWER
STORMWATER

INSPECTION

INSPECTION

RODDING POINTS

****NOT TO SCALE**



Master Builders 10-Year Guarantee Certificate

After Completion of the Building Contract

Master Build Guarantee No 231756

For the dwelling at Lot 18 Bellfield , Southbridge

Owner

Bruce J & Meegan T Allan

Builder

Orange Homes (2019) Limited

Acceptance date and date cover begins

09 Dec 2021

Cover after completion of the Build

- Defects in Workmanship and Materials expires on 09 Jan 2026
- Structural, including Rot and Fungal Decay expires on 09 Dec 2031

Guarantee expiry date

09 Dec 2031

Maximum Aggregate Cover

The maximum aggregate cover provided for the duration of this Guarantee is \$537,400.00.

Transferring your guarantee: Upon sale of your property, the guarantee must be transferred to the new owner(s). This must be completed within 90 days of the settlement date.

Transferring your Guarantee: Upon the sale of your property, the Guarantee must be transferred to the new owner(s). This must be completed within 90 days from the settlement date.

This is a summary only and does not provide all inclusions and exclusions of the Guarantee.

Terms and conditions that apply to this Guarantee: 09/19

This image shows a single sheet of white paper with horizontal green ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



4 Gabbie Place, Southbridge

Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at info@rea.govt.nz or visit us online at rea.govt.nz

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

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

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

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

To find out more about
REA, visit rea.govt.nz,
call us on **0800 367 7322**
or email us at
info@rea.govt.nz



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



INTRODUCING

TANYA MARILLIER

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

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

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

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

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



SCAN TO REQUEST
A MARKET PRICE
UPDATE

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

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 mkrealestate.co.nz

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