

# 7 KAURI POINT ROAD LAINGHOLM







**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



*R. W. Muir*  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **NA964/225**  
**Land Registration District** **North Auckland**  
**Date Issued** 07 June 1950

**THE STATEMENT OF PASSING OVER INFORMATION:**

This information has been supplied to us by a third party. Accordingly, the Vendor and Auster Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Auster Realty Limited or any of its salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

**Prior References**  
NA618/224

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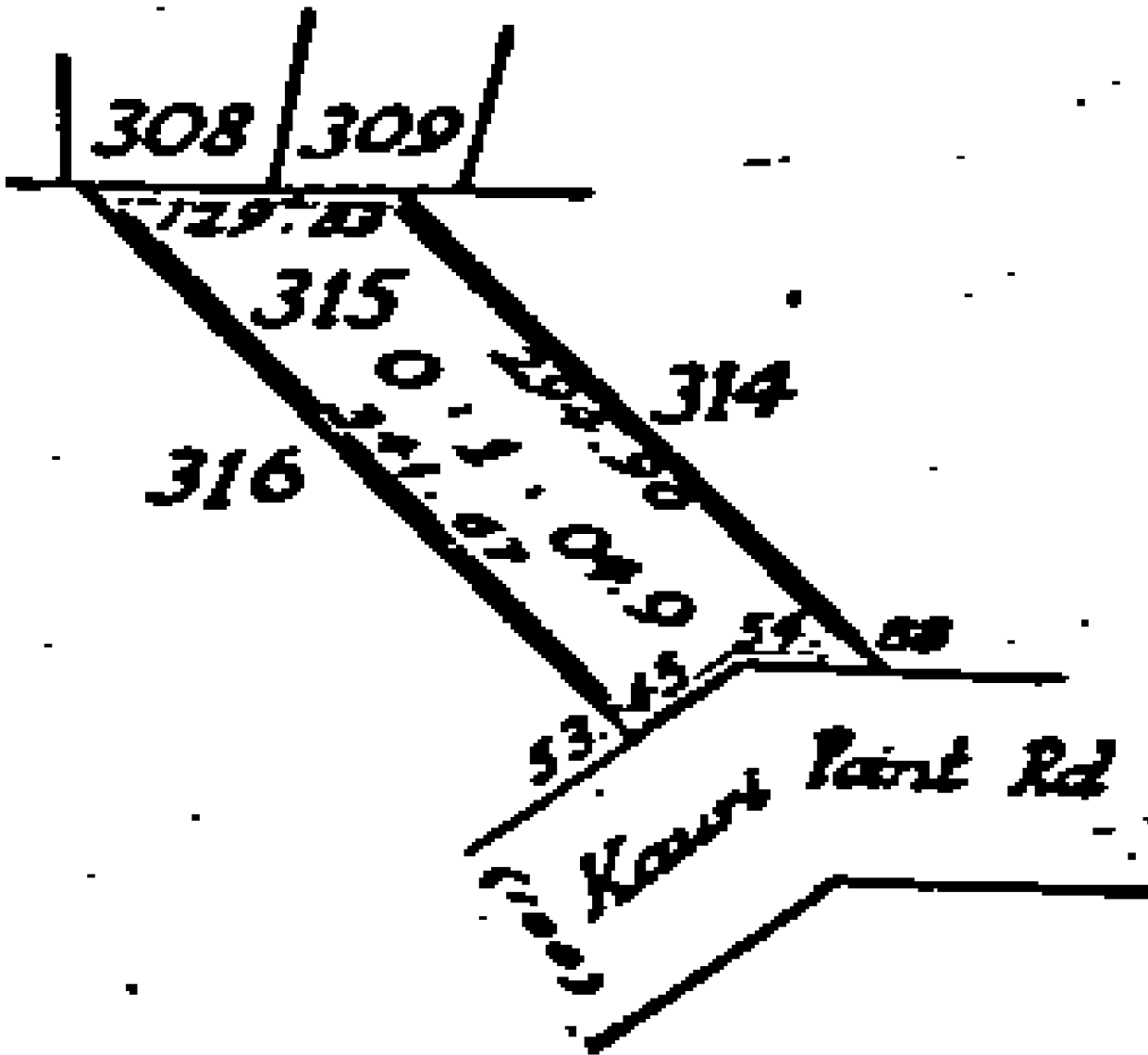
**Estate** Fee Simple  
**Area** 1136 square metres more or less  
**Legal Description** Lot 315 Deposited Plan 19098

**Registered Owners**  
Noeline Gay Jonkers

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**Interests**

11045153.4 Mortgage to ANZ Bank New Zealand Limited - 5.3.2018 at 9:37 am



15 February 2021



**Re: 7 Kauri Point Road, Laingholm**

Thank you for your interest in the above property currently listed with us for sale by Auction.

We have made available to you the following:

- Certificate of Title
- LIM
- Rates information from Auckland Council
- School Zones
- Rental Appraisal
- REA Code of Conduct
- REA Guide to Selling and Buying
- Conditions of sale

7 Kauri Point Road is 1136m<sup>2</sup> more or less fee simple estate NA964/225 Lot 315 Deposited Plan 19098.

**THINGS WE WANT TO DRAW YOUR ATTENTION TO:**

**Land Information Memorandum (LIM)**

<b>Wind Zones</b> for this property	Specific Engineering Design
<b>Soil issues</b> recorded. 30/06/2000 Stability Sensitive	Please note this property was previously shown under the Transitional District Plan as being located in a Stability sensitive area. <i>Stability sensitive - Titirangi and Laingholm is stability sensitive. This means that should you develop the property, you will require an engineers report.</i>
<b>Exposure Zone</b>	Zone D: High – Coastal areas with high risk of wind-blown sea-spray salt deposits.
<b>Planning</b>	Land Use Consent dwelling. Granted 11/10/1984 Tree Consent Retrospective consents for earthworks and retaining to remediate slip and for proposed earthworks and retaining wall Granted 21/03/2006
<b>Building</b>	COA-2005-83 timber retaining walls note cancelled due to no Action - CoA Refused BPM-1964-4398 Dwelling 31/12/1964 Issued ABA-1994-3346 Dwelling 29/04/1994 CCC Issued 23/01/2014 COM-2005-3744 Timber retaining wall 01/03/2006 CCC Issued 13/03/2008
<b>Waitakere Ranges Heritage Area</b>	This property is located within the Waitākere Ranges Heritage Area as defined in the Waitākere Ranges Heritage Area Act 2008. A



We recommend that when purchasing a property, you seek legal advice.

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Regards

Bronwyn Scott-Woods & Izac Woodall



The ProAgent Team

**P R E M I E R**  
MEMBER 19 - 20

Gaston Coma 021 234 3788 | [gaston.coma@raywhite.com](mailto:gaston.coma@raywhite.com)

Bronwyn Scott-Woods 021 613 632 | [bronwyn.scott-woods@raywhite.com](mailto:bronwyn.scott-woods@raywhite.com)

Izac Woodall 027 814 4945 | [izac.woodall@raywhite.com](mailto:izac.woodall@raywhite.com)

Austar Realty Ltd Licensed (REAA 2008) | 423 Titirangi Road, Titirangi 0604

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Austar Realty Ltd  
PO Box 151098  
New Lynn  
AUCKLAND 0640



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<b>Applicant</b>	Austar Realty Ltd
<b>LIM address</b>	7 Kauri Point Road Laingholm
<b>Application number</b>	8270287698
<b>Customer Reference</b>	
<b>Date issued</b>	15-Feb-2021
<b>Legal Description</b>	LOT 315 DP 19098
<b>Certificates of title</b>	NA964/225

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**Disclaimer**

This Land Information Memorandum (LIM) has been prepared for the applicant for the purpose of section 44A of the Local Government Official Information and Meetings Act 1987.

The LIM includes information which:

- Must be included pursuant to section 44A of the Local Government Official Information and Meetings Act 1987
- Council at its discretion considers should be included because it relates to land
- Is considered to be relevant and reliable

This LIM does not include other information:

- Held by council that is not required to be included
- Relating to the land which is unknown to the council
- Held by other organisations which also hold land information

Council has not carried out an inspection of the land and/or buildings for the purpose of preparing this LIM. Council records may not show illegal or unauthorised building or works on the land.

The applicant is solely responsible for ensuring that the land or any building on the land is suitable for a particular purpose and for sourcing other information held by the council or other bodies. In addition, the applicant should check the Certificate of Title as it might also contain obligations relating to the land.

The text and attachments of this document should be considered together.

This Land Information Memorandum is valid as at the date of issue only.

## s44A(2)(a) Information identifying any special feature or characteristics of the land

This information should not be regarded as a full analysis of the site features of this land, as there may be features that the Council is unaware of. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose including development.

### Site Contamination

No land contamination data are available in Council's regulatory records.

### Wind Zones

Wind Zone(s) for this property: Specific engineering design (not covered by NZS 3604:2011)

The wind zones are based on wind speed data specific to all building sites as outlined in NZS 3604:2011. Other factors such as topographic classes, site exposure and ground roughness determine the actual wind bracing demands and bracing elements required for the building.

For further information refer to NZS 3604:2011 Section 5 — Bracing Design

### Soil Issues

Soil issues recorded. The land may not be suitable for particular development or land use purposes. A soil report may be required to/must be submitted with any building and/or resource consent application.

Effective Date	Description	Details
30/06/2000	Stability Sensitive	Please note this property was previously shown under the Transitional District Plan as being located in a Stability sensitive area.

If any soil information/reports have been prepared in relation to this property, they will be available for viewing at an Auckland Council Service Centre.

### Flooding

This statement entitled "Flooding" appears on all LIMs.

Known flooding information is displayed on the map attached to this LIM entitled "Special Land Features – Natural Hazards - Flooding".

The information shown in the "Special Land Features - Natural Hazards - Flooding" map is also shown on the Auckland Council online map viewer (Geomaps), at [www.aucklandcouncil.govt.nz](http://www.aucklandcouncil.govt.nz), which is updated from time to time.

Any proposed development may require a flooding assessment to be provided by the applicant.

The absence of flooding on the "Special Land Features - Natural Hazards - Flooding" map does not exclude the possibility of the site flooding, particularly from Overland Flow Paths which may be on other properties.



## Exposure Zones

New Zealand Standard 3604:2011 classifies all properties in New Zealand into zones based on environmental features including wind, earthquake, snow load and exposure. These zones are relevant to building requirements, such as strength of buildings, materials that should be used and maintenance. All building sites are classified as being in Exposure Zones Extreme Sea Spray, B, C, or D, depending on the severity of exposure to wind driven salt.

This property is classified as: Zone D

High — Coastal areas with high risk of wind-blown sea-spray salt deposits. This is defined as within 500m of the sea including harbours, or 100m from tidal estuaries and sheltered inlets. The coastal area also includes all offshore islands including Waiheke Island, Great Barrier Island. Within each of the zones there are different environmental locations that require fittings and fixtures appropriate to its designation as outlined Tables 4.1 to 4.3 in NZS 3604:2011 being either "closed", "sheltered" or "exposed". For further information refer to NZS 3604:2011 Section 4 — Durability.

### s44A(2)(b) Information on private and public stormwater and sewerage drains

Information on private and public stormwater and sewerage drains is shown on the **underground services map** attached.

Note: Private drainage is the responsibility of the land owner up to and including the point of connection to the public sewer or drain.

### s44(2)(ba) Information notified to Council by a drinking water supplier under Section 69ZH of the Health Act 1956

Prospective purchasers should be aware of other drinking water systems connected to this property. There may also be private drinking water supply systems such as rainwater tanks or private water bores. You are advised to clarify the drinking water supply with the current landowner.

No Information has been notified to Council.

### s44A(2)(bb) Information Council holds regarding drinking water supply to the land

For metered water information, please contact **Watercare (09) 442 2222** for services provided to this property.

### s44A(2)(c) Information relating to any rates owing in relation to the land

<b>Billing Number/ Rate Account:</b>	12341840951
<b>Rates levied for the Year 2020/2021 :</b>	\$2,494.50
<b>Total rates to clear for the current year (including any arrears and postponed rates):</b>	\$1,247.24


The rates figures are provided as at 8 a.m. 15/02/2021. It is strongly advised these are not used for settlement purposes.

## Retrofit Your Home Programme

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The Retrofit Your Home programme provides financial assistance, advice and information to householders wanting to create an improved home environment.

The scheme contributes to the achievement of the Air Quality National Environmental Standards encouraging the installation of clean heat and insulation in homes as well as supporting access to central government grants and subsidies. The programme offers homeowners a retrofit plan for their homes and financial assistance up to \$5000 repaid through a targeted rate.

 Auckland Council (09) 890 7898 if you require further information

 retrofit@aucklandcouncil.govt.nz

**s44A(2)(d) Consents, Certificates, Notices, Orders or Requisitions affecting the land or any buildings on the land(da) the information required to be provided to a territorial authority under section 362T(2) of the Building Act 2004:s44A and (2)(e) Information concerning any Certificate issued by a Building Certifier pursuant to the Building Act 1991 or the Building Act 2004**

Note: if the land is part of a cross lease title or unit title, consents and permits for the other flats or units may be included in this LIM. If the land has been subdivided there may be consents and permits included that relate to the original property.

It is recommended that the full property file is viewed and compared with the actual building and activities on the land to identify any illegal or unauthorised building works or activities.

### Financial / development contributions

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Financial and development contributions are relevant for recently subdivided land, vacant lots, new residential unit(s) or where there is further development of a site. If any financial or development contribution has not been paid, Council can recover outstanding amount(s) from a subsequent owner of the land.

Please note that financial contributions and development contributions may be paid in land, cash or a combination of these. The form of payment of contributions may be subject to negotiation but final discretion remains with the Council.

### Resource Management

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#### Planning

7 Kauri Point Road Laingholm

Application No.	Description	Decision	Decision Date
LUC-1995-195	Land Use Consent Erect a new dwelling	Granted	11/10/1994
LUC-2005-2205	Tree Consent Retrospective consents for earthworks and retaining to remediate slip and for proposed earthworks and retaining wall;	Granted	21/03/2006

#### Subdivisions

7 Kauri Point Road Laingholm

Application No.	Description	Decision	Decision Date
SUB-2004-246	Subdivision Consent Reapproval request of scheme plan 18046 - minor boundary adjustment	Granted	08/03/2004

### Engineering Approvals

There are **NO** Engineering approvals recorded.

If there are any conditions, then only that portion of the consent will be included in the attachments section. The applicant should satisfy themselves as to whether all conditions of resource consents for this property have been met.

### Further Information

The Council may hold additional information for this property, for example concerning resource consents for discharges to air, land or water issued by the former Auckland Regional Council prior to 1 November 2010. If you would like Auckland Council to search for this type of information, please contact us.

### Building

7 Kauri Point Road Laingholm

Application No.	Description	Issue Date	Status
COA-2005-83	timber retaining walls note cancelled due to no action		CoA Refused
BPM-1964-4398	Dwelling	31/12/1964	Issued (See Note 1)
ABA-1994-3346	Dwelling	29/04/1994	CCC Issued 23/01/2014 (See Note 2)
COM-2005-3744	Timber retaining wall	01/03/2006	CCC Issued 13/03/2008 (See Note 2)

Note	Description
1	Permit issued prior to the Building Act 1991 taking effect. Code Compliance Certificates (CCC) were not required.
2	Code Compliance Certificate (CCC) for this consent was issued.

Please note that prior to the Building Act 1991; Councils were not required to maintain full records of building consents [etc] issued under the Building Act. While Auckland Council has always endeavoured to maintain full records of pre-Building Act 1991 matters, not all records for this period have survived and in other cases where building work is documented, information may be incomplete. Council does not accept responsibility for any omission.



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It is recommended that the Council property file is viewed and compared with the actual building and activities on site to identify any illegal or unauthorised building works or activities.

### **Compliance Schedules (Building Warrant of Fitness)**

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The Council has no record of a Compliance Schedule for this property/building.

If it is evident that any specified systems such as lifts or commercial fire alarms are present in the building, the owner must ensure there is a current compliance schedule or building warrant of fitness.

### **Swimming/Spa Pool Barriers**

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The Council has no record of a swimming pool or spa pool being registered on this property. Swimming pools and spa pools must have a barrier that complies with the Building Act 2004.

Pool barrier information is available for viewing at <http://www.aucklandcouncil.govt.nz>

### **Licences**

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There are NO current licences recorded

#### **s44A(2)(ea) Information notified under Section 124 of the Weathertight Homes Resolution Services Act 2006**

The Council has not been notified of any information under Section 124 of the Weathertight Homes Resolution Services Act 2006 relating to this property.

#### **s44A (2)(f) Information relating to the use to which the land may be put and any conditions attached to that use**

Purchasers or those intending to develop the land should satisfy themselves that the land is suitable for any intended use or future development proposal. In addition to any site specific limitations recorded below, general restrictions that apply across the region may be relevant to any development proposals on this property.

### **Auckland Unitary Plan - Operative in Part (AUP:OP)**

The **Auckland Unitary Plan - Operative in part(AUP:OP)** applies to this property and should be carefully reviewed and considered, as it may have implications for how this property can be developed and/or used. Those parts of the Auckland Unitary Plan that are operative replace the corresponding parts of legacy regional and district plans. However, certain parts of the AUP:OP are the subject of appeals and have not become operative. If a property is subject to an appeal this will be identified on the attached Unitary Plan Property Summary Report. Where this is the case, both the Auckland Unitary Plan Decisions version and the legacy regional and district plans will need to be considered.

The AUP:OP zones, controls, overlays, precincts, and designations that apply to this property are set out in the Property Summary Report, which is attached to this memorandum.

The AUP:OP can be viewed here:

<https://www.aucklandcouncil.govt.nz/unitaryplan>

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The legacy regional and district plans can be viewed here:

<https://www.aucklandcouncil.govt.nz/districtplans>

<https://www.aucklandcouncil.govt.nz/regionalplans>

The appeals to the AUP:OP can be viewed here:

<https://www.aucklandcouncil.govt.nz/unitaryplanappeals>

### **Auckland Council District Plan - Hauraki Gulf Islands Section (Operative 2013) (DP:HGI)**

While the regional provisions in the AUP:OP apply to the Hauraki Gulf Islands, and are set out in the Property Summary Report attached to this memorandum, the AUP:OP does not contain any district provisions for the Hauraki Gulf Islands. If the Property Summary Report attached to this memorandum lists its zone as "Hauraki Gulf Islands", the district provisions that apply are in the Auckland Council District Plan Hauraki Gulf Islands Section (Operative 2013) (**DP:HGI**).

The relevant maps of the DP:HGI are attached to this memorandum, if applicable. The text of the DP:HGI can be found here:

<https://www.aucklandcouncil.govt.nz/aurakigulfislands>

### **Plan Changes and Notices of Requirement**

Changes to the AUP:OP and DP:HGI may be proposed from time to time. These proposed plan changes may relate to either the maps or the text of those plans. Any proposed changes to the AUP:OP relevant to this property will be listed as a modification in the Property Summary Report attached to this memorandum. However, proposed changes to the DP:HGI will not appear on the Property Summary report. That information can be found on the Auckland Council website.

Please refer to the AUP:OP for information on any proposed Plan Changes or see the Auckland Council modifications website at:

<https://www.aucklandcouncil.govt.nz/unitaryplanmodifications>

Information relating to any proposed Plan Changes to DP:HGI can be found here:

<https://www.aucklandcouncil.govt.nz/aurakigulfislands>

From time to time a requiring authority, such as a Ministry of the Crown or a council controlled organisation, may notify Auckland Council that they require certain land to be designated for a certain purpose. If this property is the subject of such a notice of requirement, that notice may have implications for how this property can be developed or used from the date it is received by Council.

If this property is not on the Hauraki Gulf Islands, any notices of requirement applicable will be listed as a modification in the Property Summary Report attached to this memorandum.

If this property is on the Hauraki Gulf Islands, any notice of requirement will be available on the Auckland Council Website.

Information on all current notices of requirement can be found on the modifications page here:

<https://www.aucklandcouncil.govt.nz/unitaryplanmodifications>

Copies of the appeals to the Auckland Unitary Plan can be viewed online at:

<https://www.aucklandcouncil.govt.nz/unitaryplanappeals>

### **Auckland Unitary Plan**

Please note that the Auckland Unitary Plan (Operative in part) applies to this property. The Unitary Plan

should be carefully reviewed and considered, as it may have implications for how this property can be developed or used. Parts of the Unitary Plan that are relevant to this property relating to zones, overlays, controls, designations and other restrictions are identified in the Property Summary Report attached to this LIM.

The Unitary Plan can be accessed at Council service centres and libraries and can be found on the following internet page:

<http://www.aucklandcouncil.govt.nz/EN/planspoliciesprojects/plansstrategies/unitaryplan/Pages/home.aspx>

### **Information concerning Caveat, Bond, Encumbrance, Consent Notice and Covenant**

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For any information concerning Caveats, Bonds, Encumbrances, Consent Notices or Covenants, please refer to the Certificate of Title for this property.

**s44A(2)(g) Information regarding the land which has been notified to Council by another statutory organisation**

#### **Waitākere Ranges Heritage Area**

This property is located within the Waitākere Ranges Heritage Area as defined in the Waitākere Ranges Heritage Area Act 2008. A link to the Act and further information on the heritage area can be found on the council's website at:

<https://www.aucklandcouncil.govt.nz/arts-culture-heritage/heritage-walks-places/Pages/waitakere-ranges-heritage-area.aspx>

**s44A(2)(h) Information regarding the land which has been notified to Council by any network utility operator pursuant to the Building Act 1991 or Building Act 2004**

Underground Services and District Plan maps are attached.

Please note: Height restrictions apply where overhead power lines cross the site. Works near water services utilities may require approval. Works near high-pressure Gas, Oil or LPG pipelines create risk of damage and must first be approved. Please contact the relevant Utility provider in your area for further information.

Any escape of gas or liquid from the pipelines is potentially dangerous and requires immediate action as soon as discovered (Dial 111 and ask for the Fire Service).



## Attachments

As the placement of the building/s on the attached maps is based on aerial photography we cannot guarantee the accuracy. A formal survey will indicate the exact location of the boundaries.

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- Auckland Unitary Plan Property Summary Report
- Auckland Unitary Plan - Operative in part Maps and Map Legend
- Auckland Council District Plan - Hauraki Gulf Islands Section (if applicable)
- Underground Services & Utilities Map and Map Legend
- Special Land Features Map and Map Legend

Please note Map Legends have been created for use across the region and may contain features which were not captured by the previous legacy Councils; therefore the information may not be available for these maps. Please contact the Resource Management Planning Team in your area for further information on any features which may or may not appear on your map.

- Consent Conditions : LUC-1995-195
- Consent Conditions : LUC-2005-2205
- As Built Drainage Plan : COM-2005-3744
- As Built Drainage Plan : 7 Kauri Point Road Laingholm

## Auckland Unitary Plan Operative in part (15th November 2016) Property Summary Report

### Address

7 Kauri Point Road Laingholm

### Legal Description

LOT 315 DP 19098

### Appeals

### Modifications

### Zones

Residential - Large Lot Zone

### Precinct

### Controls

Controls: Macroinvertebrate Community Index - Native

Controls: Macroinvertebrate Community Index - Urban

### Overlays

Natural Heritage: Ridgeline Protection Overlay - Modified

Natural Heritage: Waitakere Ranges Heritage Area Overlay - Extent of Overlay

Natural Heritage: Waitakere Ranges Heritage Area Overlay - WRHA\_07 - Subdivision Schedule

Natural Resources: Significant Ecological Areas Overlay - SEA\_T\_5539 - Terrestrial

### Designations

Designations: Airspace Restriction Designations - ID 1102 - Protection of aeronautical functions - obstacle limitation surfaces - Auckland International Airport Ltd - Confirmed

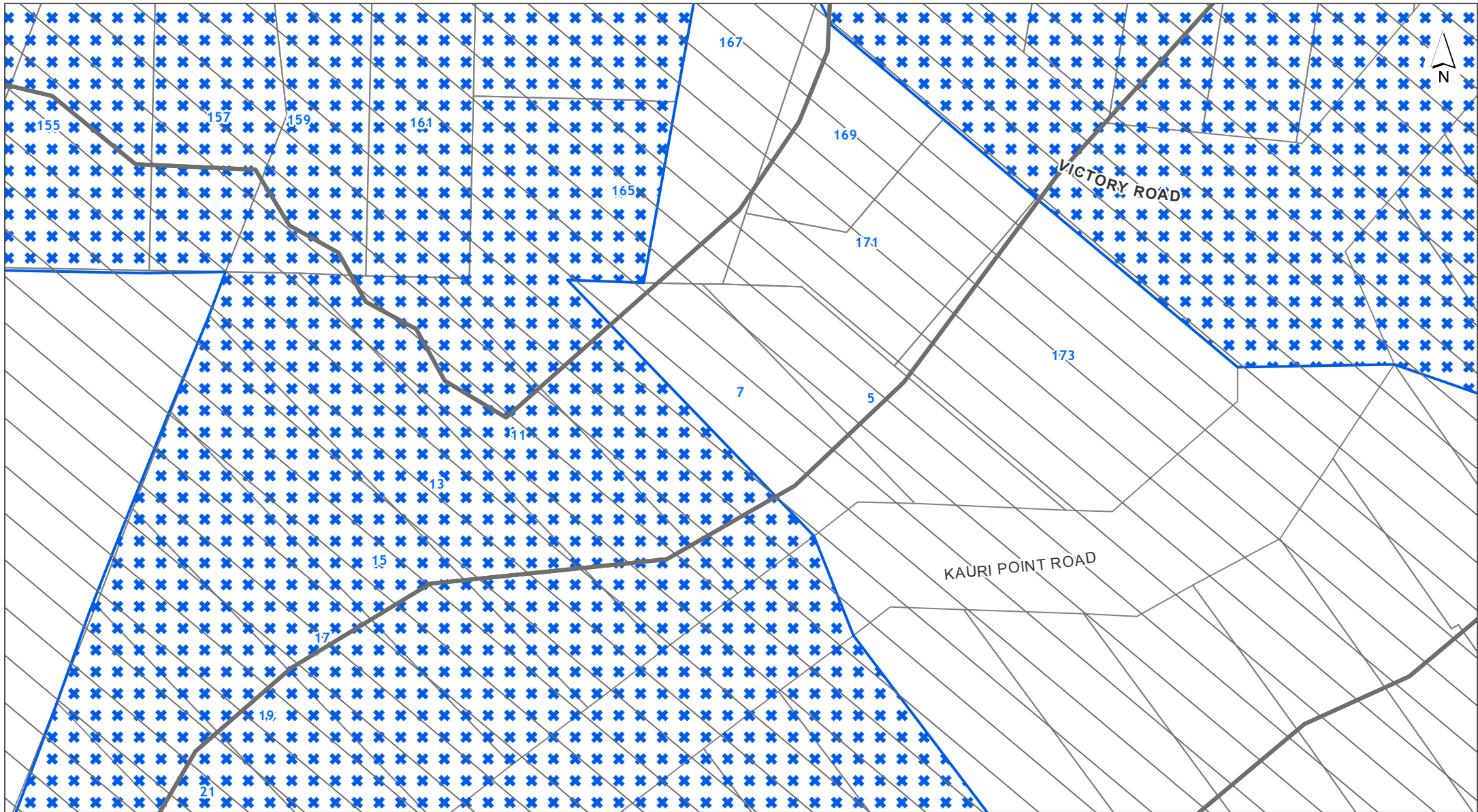


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**Built Environment**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**

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 Meters  
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**Date Printed:**  
 15/02/2021



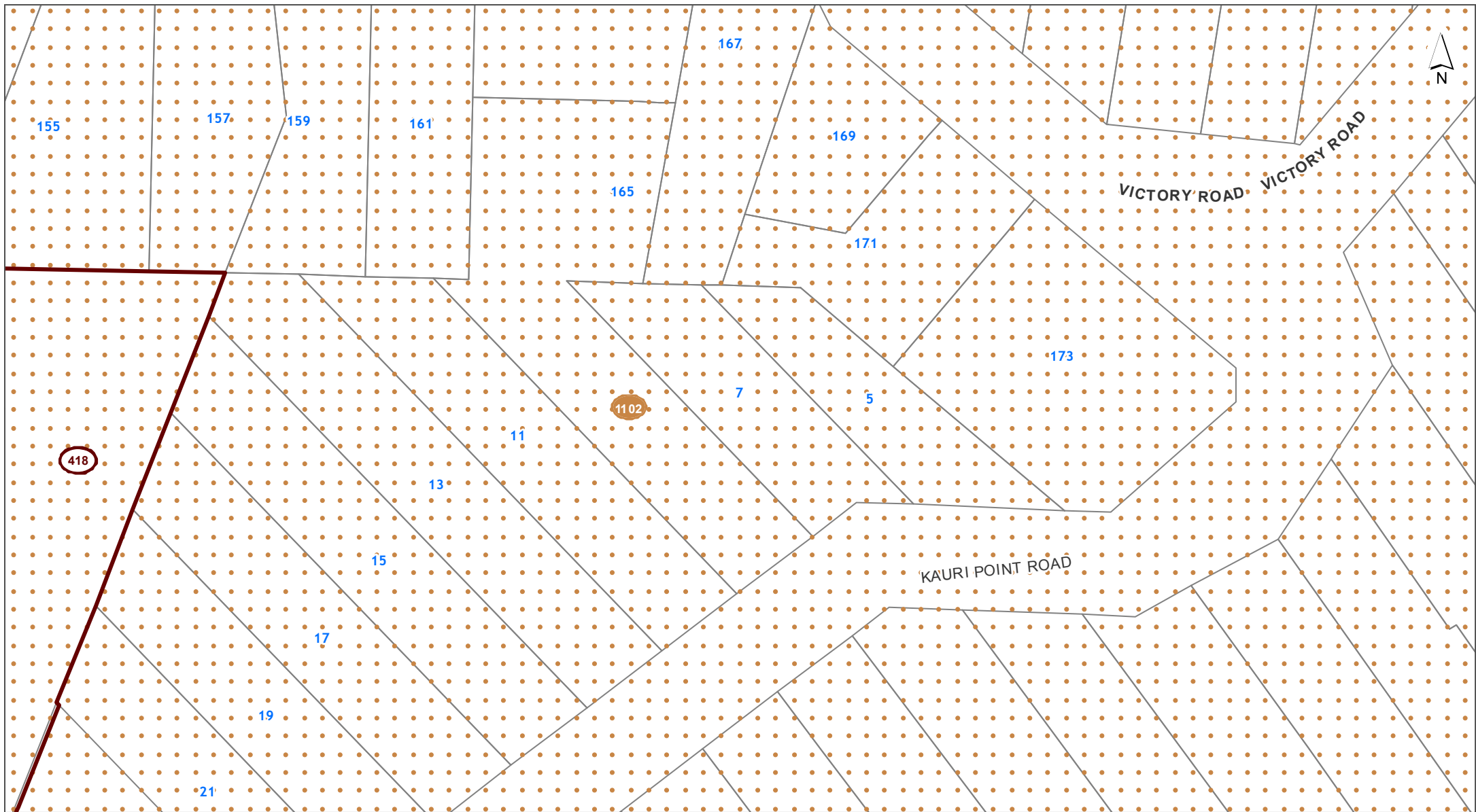


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**Controls**  
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**Designations**  
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**Historic Heritage and Special Character**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**

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**Infrastructure**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**

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 15/02/2021



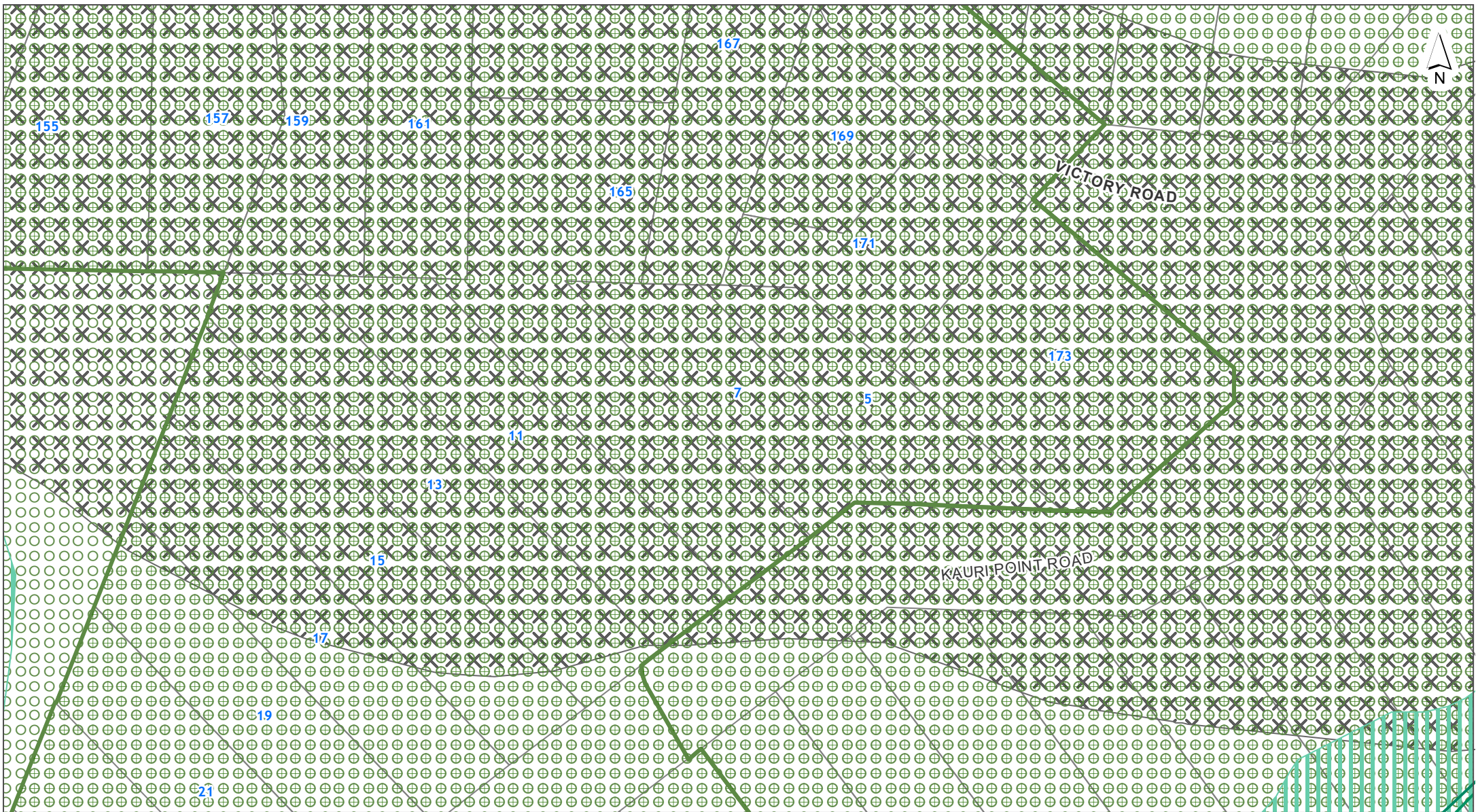


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**Mana Whenua**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**

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Meters  
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**Date Printed:**  
**15/02/2021**





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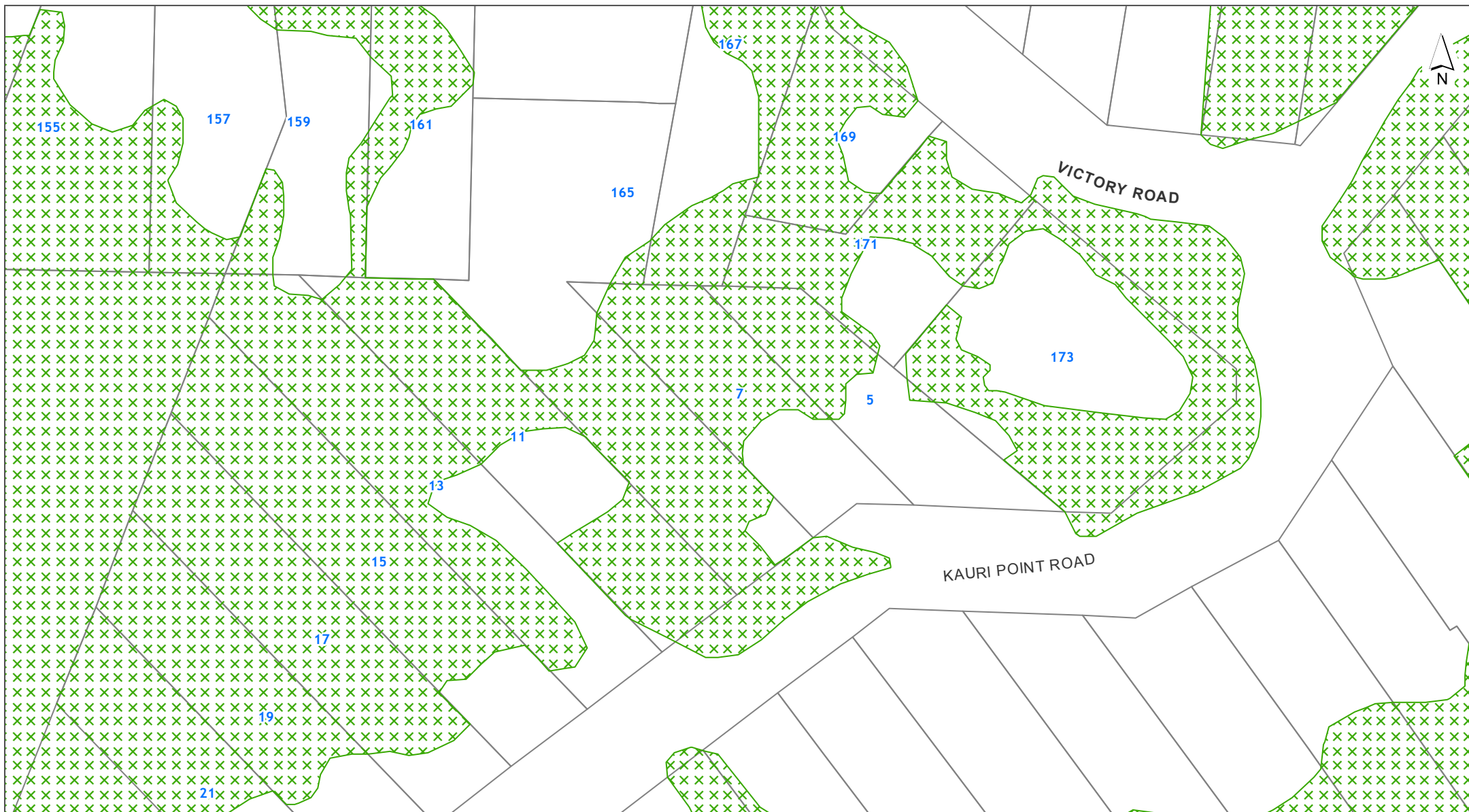
**Natural Heritage**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**



Scale @ A4  
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Date Printed:  
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Natural Resources  
7 Kauri Point Road Laingholm  
LOT 315 DP 19098

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15/02/2021





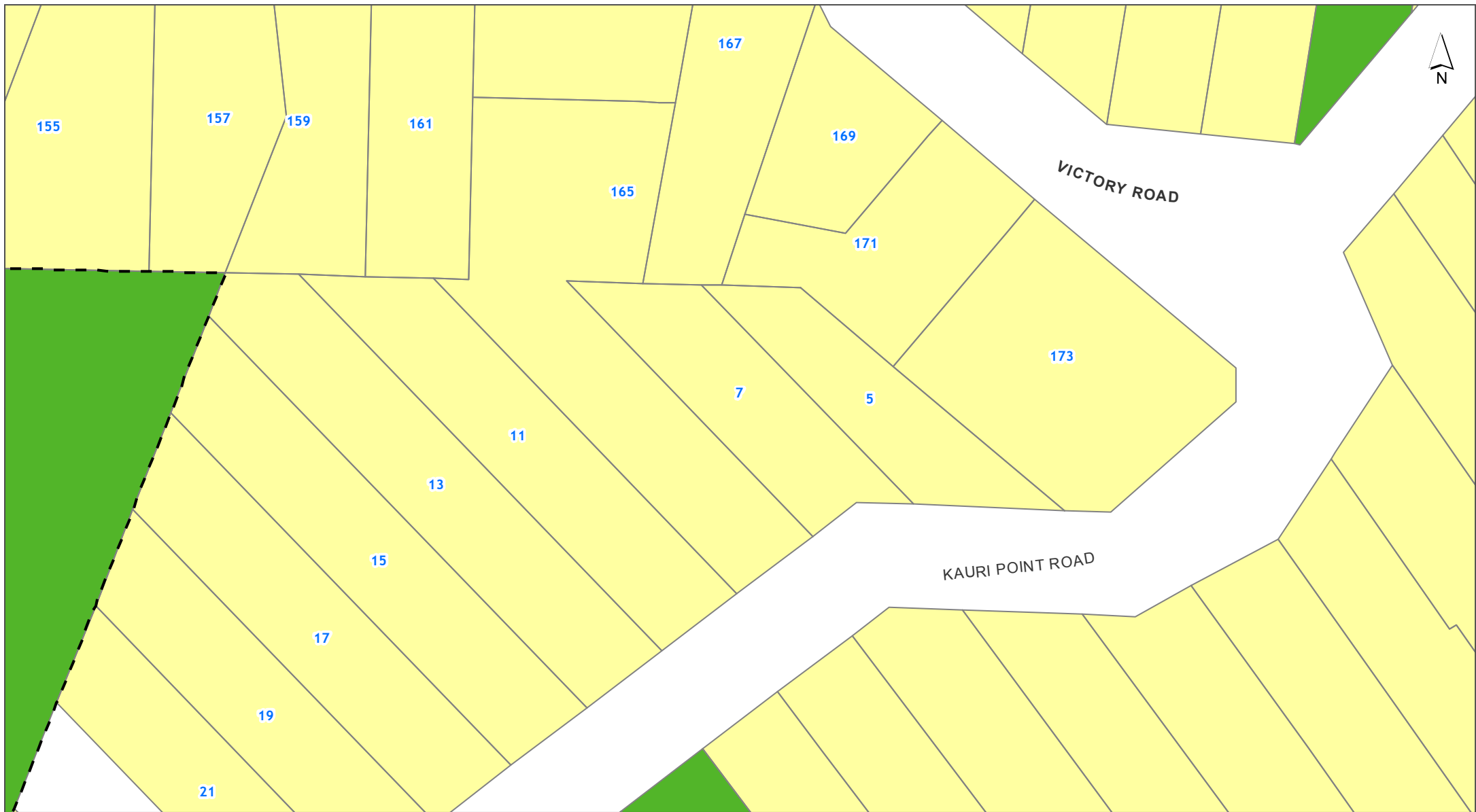


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**Precincts**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**

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 Meters  
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**Date Printed:**  
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Zones and Rural Urban Boundary

7 Kauri Point Road Laingholm

LOT 315 DP 19098





Scale @ A4  
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## NOTATIONS

### Appeals

-  Properties affected by Appeals seeking change to zones or management layers
-  Properties affected by Appeals seeking reinstatement of management layers

### Proposed Plan Modifications






-  Notice of Requirements
-  Plan Changes

### Tagging of Provisions:

- [ i ] = Information only
- [ rp ] = Regional Plan
- [ rcp ] = Regional Coastal Plan
- [ rps ] = Regional Policy Statement
- [ dp ] = District Plan (only noted when dual provisions apply)

## ZONING







### Residential

-  Residential - Large Lot Zone
-  Residential - Rural and Coastal Settlement Zone
-  Residential - Single House Zone
-  Residential - Mixed Housing Suburban Zone
-  Residential - Mixed Housing Urban Zone
-  Residential - Terrace Housing and Apartment Buildings Zone








### Business

-  Business - City Centre Zone
-  Business - Metropolitan Centre Zone
-  Business - Town Centre Zone
-  Business - Local Centre Zone
-  Business - Neighbourhood Centre Zone
-  Business - Mixed Use Zone
-  Business - General Business Zone
-  Business - Business Park Zone
-  Business - Heavy Industry Zone
-  Business - Light Industry Zone

### Open space

-  Open Space - Conservation Zone
-  Open Space - Informal Recreation Zone
-  Open Space - Sport and Active Recreation Zone
-  Open Space - Civic Spaces Zone
-  Open Space - Community Zone
-  Water [i]



### Rural

-  Rural - Rural Production Zone
-  Rural - Mixed Rural Zone
-  Rural - Rural Coastal Zone
-  Rural - Rural Conservation Zone
-  Rural - Countryside Living Zone
-  Rural - Waitakere Foothills Zone
-  Rural - Waitakere Ranges Zone

### Future Urban

-  Future Urban Zone
-  Green Infrastructure Corridor (Operative in some Special Housing Areas)

### Infrastructure

-  Special Purpose Zone - Airports & Airfields  
Cemetery  
Quarry  
Healthcare Facility & Hospital  
Tertiary Education  
Māori Purpose  
Major Recreation Facility  
School
-  Strategic Transport Corridor Zone

### Coastal

-  Coastal - General Coastal Marine Zone [rcp]
-  Coastal - Marina Zone [rcp/dp]
-  Coastal - Mooring Zone [rcp]
-  Coastal - Minor Port Zone [rcp/dp]
-  Coastal - Ferry Terminal Zone [rcp/dp]
-  Coastal - Defence Zone [rcp]
-  Coastal - Coastal Transition Zone



Precincts

--- Rural Urban Boundary

--- Indicative Coastline [i]

# Overlays

## Natural Resources

- Terrestrial [rp/dp]
- Marine 1 [rcp]
- Marine 2 [rcp]
- Water Supply Management Areas Overlay [rp]
- Natural Stream Management Areas Overlay [rp]
- High-Use Stream Management Areas Overlay [rp]
- Natural } Lake Management Areas Overlay (Natural Lake and Urban Lake)
- Urban }
- High-Use Aquifer Management Areas Overlay [rp]
- Quality-Sensitive Aquifer Management Areas Overlay [rp]
- Wetland Management Areas Overlay [rp]

## Infrastructure

- Airport Approach Surface Overlay
  - Aircraft Noise Overlay
  - City Centre Port Noise Overlay [rcp / dp]
  - Quarry Buffer Area Overlay
  - National Grid Subdivision Corridor
  - National Grid Substation Corridor
  - National Grid Yard Compromised
  - National Grid Yard Uncompromised
- } National Grid Corridor Overlay

## Mana Whenua

- Sites & Places of Significance to Mana Whenua Overlay [rcp/dp]

## Built Environment

- Identified Growth Corridor Overlay

## Natural Heritage

- Notable Trees Overlay
- Outstanding Natural Features Overlay [rcp/dp]
- Outstanding Natural Landscapes Overlay [rcp/dp]
- Outstanding Natural Character Overlay [rcp/dp]
- High Natural Character Overlay [rcp/dp]
- Viewshafts
- Height Sensitive Areas
- Regionally Significant Volcanic Viewshafts & Height Sensitive Areas Overlay [rcp/dp]
- Regionally Significant Volcanic Viewshafts Overlay Contours [i]
- Locally Significant Volcanic Viewshafts Overlay [rcp/dp]
- Locally Significant Volcanic Viewshafts Overlay Contours [i]
- Modified
- Natural
- Local Public Views Overlay [rcp/dp]
- Extent of Overlay
- Subdivision Schedule
- Waitakere Ranges Heritage Area Overlay

## Historic Heritage & Special Character

- Historic Heritage Overlay Place [rcp/dp]
- Historic Heritage Overlay Extent of Place [rcp/dp]
- Special Character Areas Overlay Residential and Business
- Auckland War Memorial Museum Viewshaft Overlay [rcp/dp]
- Auckland War Memorial Museum Viewshaft Overlay Contours [i]
- Stockade Hill Viewshaft Overlay – 8m height area
- Stockade Hill Viewshaft [i]

# Controls

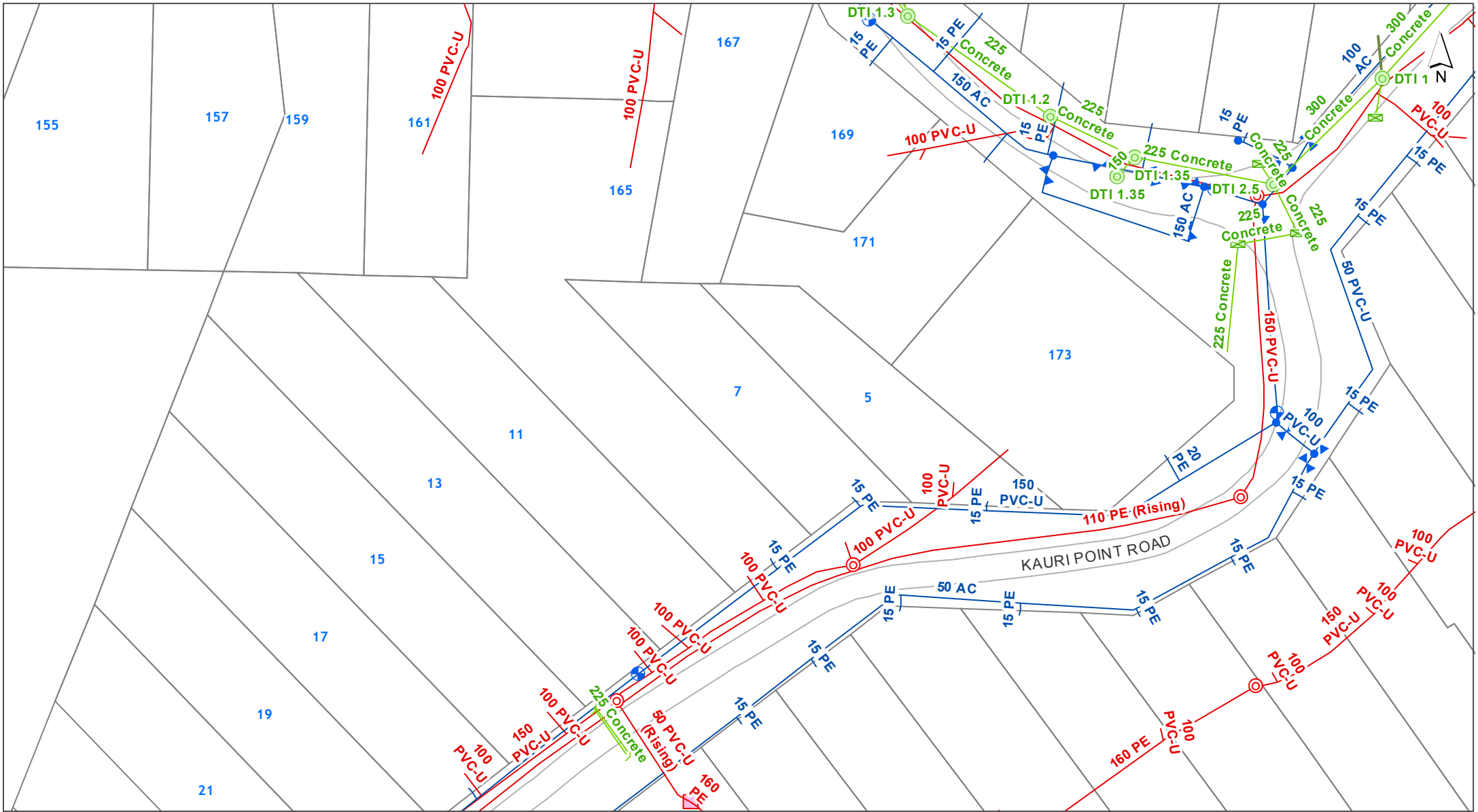
- Key Retail Frontage
  - General Commercial Frontage
  - Adjacent to Level Crossings
  - General
  - Motorway Interchange Control
  - Centre Fringe Office Control
  - Height Variation Control
  - Parking Variation Control
  - Level Crossings With Sightlines Control
  - Arterial Roads
- } Building Frontage Control
- } Vehicle Access Restriction Control

- Business Park Zone Office Control
  - Hazardous Facilities
  - Infrastructure
  - Macroinvertebrate Community Index
  - Flow 1 [rp]
  - Flow 2 [rp]
  - Subdivision Variation Control
  - Surf Breaks [rcp]
  - Cable Protection Areas Control [rcp]
  - Coastal Inundation 1 per cent AEP Plus 1m Control
- } Emergency Management Area Control
- } Stormwater Management Area Control

# Designations

- Designations

- Airspace Restriction Designations



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**Underground Services**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**

0 7 14 21  
 Meters  
 Scale @ A4  
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Stormwater

Note: Unless otherwise specified in the text below, the *colour* of a Stormwater symbol is determined by the ownership or usage status, using the following colour scheme:

**Public**, **Private** or **Abandoned**

- |  |                               |  |   |
|--|-------------------------------|--|---|
|  | Treatment Device              |  | Overland Flowpath (Public)                |
|  | Septic Tank                   |  | Overland Flowpath (Private)               |
|  | Septic Tank (Hi-Tech)         |  | Forebay (Public)                          |
|  | Soakage System                |  | Forebay (Private)                         |
|  | Inspection Chamber            |  | Treatment Facility (Public)               |
|  | Manhole (Standard / Custom)   |  | Treatment Facility (Private)              |
|  | Inlet & Outlet Structure      |  | Pump Station                              |
|  | Inlet & Outlet (No Structure) |  | Planting                                  |
|  | Catchpit                      |  | Embankment                                |
|  | Spillway                      |  | Viewing Platform                          |
|  | Safety Benching               |  | Bridge                                    |
|  | Culvert / Tunnel              |  | Erosion & Flood Control (Other Structure) |
|  | Subsoil Drain                 |  | Erosion & Flood Control (Wall Structure)  |
|  | Gravity Main                  |  |   |
|  | Rising Main                   |  |   |
|  | Connection                    |  |   |
|  | Fence                         |  |   |
|  | Lined Channel                 |  |   |
|  | Watercourse                   |  |   |

Water

- |  |  |
|--|--|
|  | Valve                                      |
|  | Hydrant                                    |
|  | Fitting                                    |
|  | Other Watercare Point Asset                |
|  | Other Watercare Linear Asset               |
|  | Local Pipe (Operational-NonPotable)        |
|  | Local Pipe (Operational-Potable)           |
|  | Local Pipe (Operational Not Vested)        |
|  | Local Pipe (Abandoned / Not Operational)   |
|  | Transmission Pipe (Operational-NonPotable) |
|  | Transmission Pipe (Operational-Potable)    |
|  | Transmission Pipe (Not Operational)        |
|  | Transmission Pipe (Proposed)               |
|  | Pump Station                               |
|  | Reservoir                                  |
|  | Other Structure (Local)                    |
|  | Chamber (Transmission)                     |
|  | Water Source (Transmission)                |
|  | Other Watercare Structures and Areas       |

Wastewater

- |  |  |
|--|--|
|  | Fitting                                  |
|  | Fitting (Non Watercare)                  |
|  | Manhole                                  |
|  | Pipe (Non Watercare)                     |
|  | Local Pipe (Operational)                 |
|  | Local Pipe (Operational Not Vested)      |
|  | Local Pipe (Abandoned / Not Operational) |
|  | Transmission Pipe (Operational)          |
|  | Transmission Pipe (Not Operational)      |
|  | Transmission Pipe (Proposed)             |
|  | Chamber                                  |
|  | Structure (Non Watercare)                |
|  | Pump Station                             |
|  | Wastewater Catchment                     |

Utilities

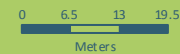
- |  |   |
|--|---|
|  | Transpower Site                         |
|  | Pylon (Transpower)                      |
|  | 110 kv - Electricity Transmission       |
|  | 220 kv - Electricity Transmission       |
|  | 400 kv - Electricity Transmission       |
|  | Aviation Jet A1 Fuel Pipeline           |
|  | Liquid Fuels Pipeline [Marsden to Wiri] |
|  | Gas Transmission Pipeline               |
|  | High-Pressure Gas Pipeline              |
|  | Medium-Pressure Gas Pipeline            |
|  | Indicative Steel Mill Slurry Pipeline   |
|  | Indicative Steel Mill Water Pipeline    |
|  | Fibre Optic Cable (ARTA)                |
|  | Contour Interval                        |

Legend updated: 21/09/2020



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**Hazards**  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**



**Scale @ A4**  
**= 1:1,000**

**Date Printed:**  
**15/02/2021**

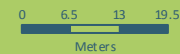


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**Natural Hazards - Coastal Inundation**

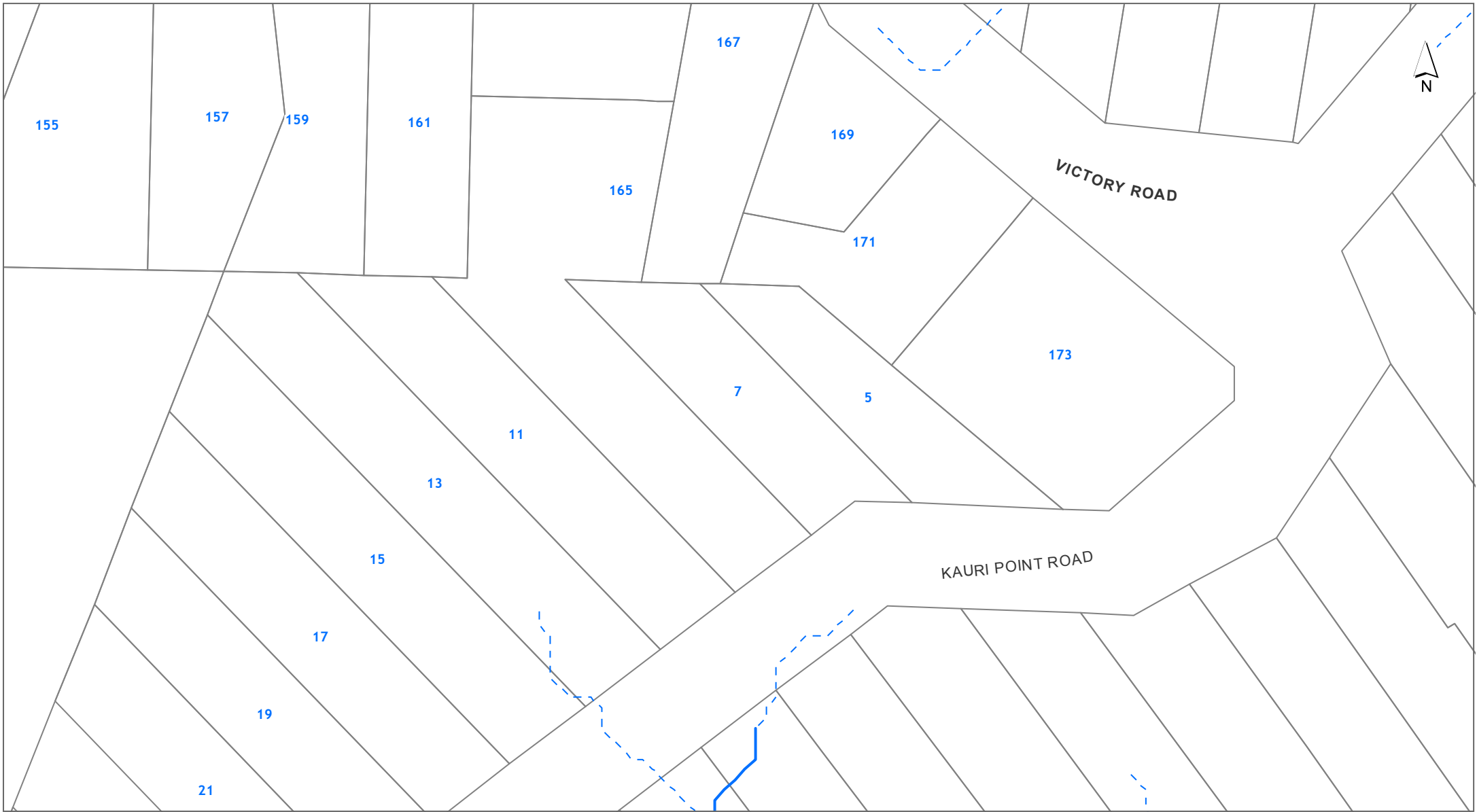
**7 Kauri Point Road Laingholm**

**LOT 315 DP 19098**



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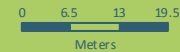


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**Natural Hazards - Flooding**

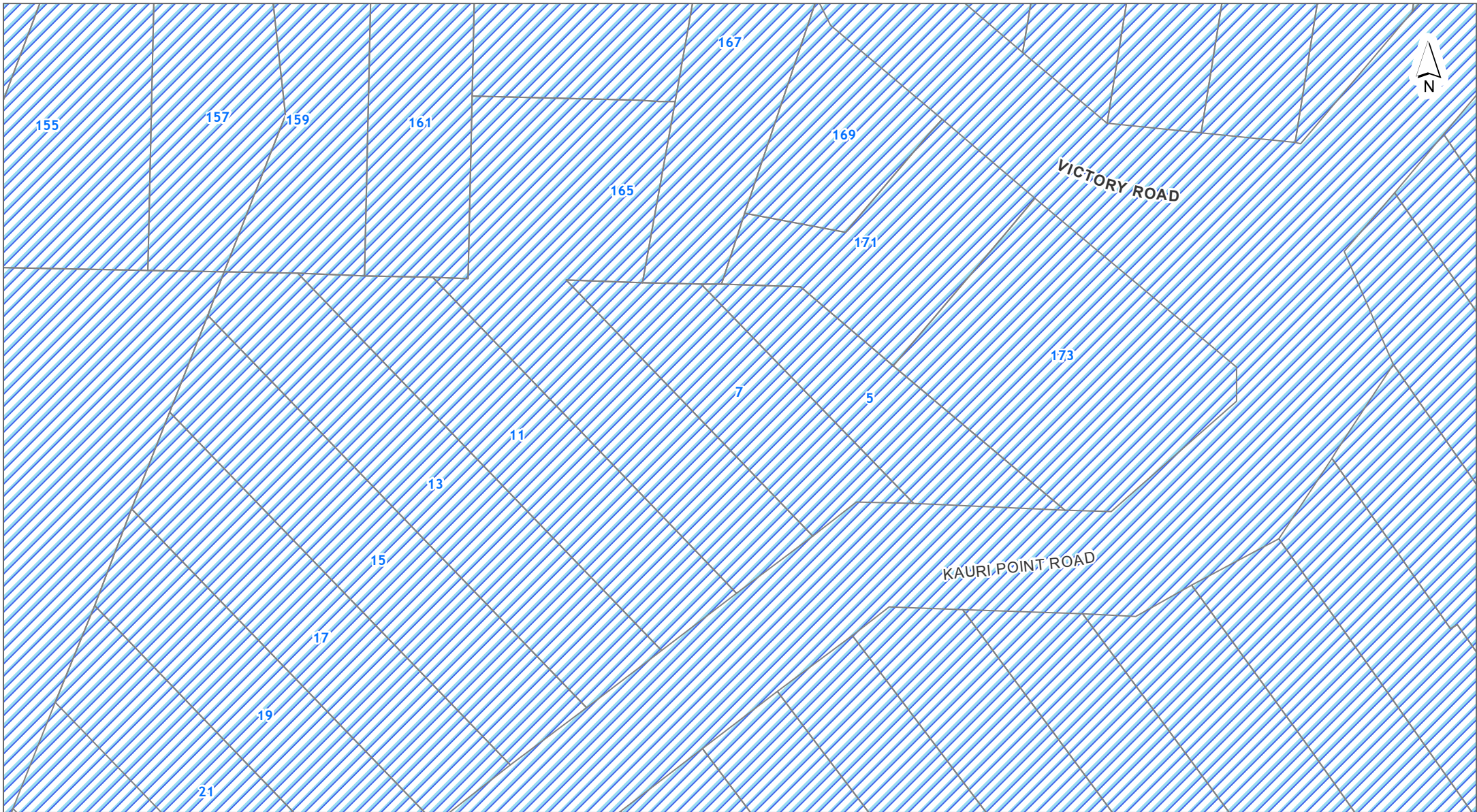
**7 Kauri Point Road Laingholm**

**LOT 315 DP 19098**



**Scale @ A4**  
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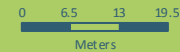


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**Natural Hazards - Sea Spray**

**7 Kauri Point Road Laingholm**

**LOT 315 DP 19098**



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**15/02/2021**





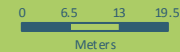


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**Natural Hazards - Volcanic Cones**

**7 Kauri Point Road Laingholm**

**LOT 315 DP 19098**



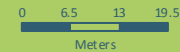
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Other  
**7 Kauri Point Road Laingholm**  
**LOT 315 DP 19098**




Scale @ A4  
= 1:1,000

Date Printed:  
15/02/2021
















Hazards

Soil Warning Area

-  Fill (Franklin District only)
-  Advisory (Franklin District only)
-  Contamination (Franklin District only)
-  Erosion (Franklin District only)
-  Hazardous Activities & Industries List (HAIL) (Franklin District only)
-  Inundation (Franklin District only)
-  Rainfall Event (Franklin District only)
-  Slippage (Franklin District only)
-  Subsidence (Franklin District only)
-  Slippage / Subsidence / Erosion etc (Auckland City and Papakura District only)
-  Uncertified Fill (Auckland City and Papakura District only)
-  Organic Soil (Auckland City and Papakura District only)
-  Filled / Weak Ground (Auckland City and Papakura District only)
-  Refuse Tips Site / Weak Area (Auckland City and Papakura District only)
-  Unstable / Suspected Ground (Auckland City and Papakura District only)
-  Allochthon Waitemata (Rodney District only)
-  Motatau Complex (Rodney District only)
-  Puriri Mudstone (Rodney District only)
-  Mahurangi Limestone (Rodney District only)
-  Mangakahia Complex (Rodney District only)
-  Hukerenui Mudstone (Rodney District only)
-  Whangai Formation (Rodney District only)
-  Tangihua Complex (Rodney District only)
-  within 150m of Northland Allochthon (Rodney District only)




Hazards

Soil Warning Area continued




-  Soil D (Rodney District only)
-  within 150m of Soil D (Rodney District only)
-  Soil C (Rodney District only)
-  within 150m of Soil C (Rodney District only)
-  Soil B (Rodney District only)
-  within 150m of Soil B (Rodney District only)
-  Soil A (Rodney District only)
-  Gas Main Pipeline
-  Petroleum Pipeline
-  Closed Landfill (Auckland Council owned)
-  Closed Landfill (Privately owned)
-  Air Discharge (Franklin District only)
-  No Soakage (Franklin District only)
-  Indicative Steel Mill Slurry Line 20m Buffer (Franklin District only)
-  Indicative Steel Mill Water Line 20m Buffer (Franklin District only)






Natural Hazards

Overland Flow Path

-  Catchment area 2000m<sup>2</sup> to 3999 m<sup>2</sup>
-  Catchment area 4000 m<sup>2</sup> to 3 Ha
-  Catchment area 3 Ha and above








Coastal Inundation

-  1% AEP
-  1% AEP plus 1m sea level rise
-  1% AEP plus 2m sea level rise

-  1% AEP Flood Plain
-  Flood Prone Areas
-  Flood Sensitive Areas
-  Sea Spray
-  Volcanic Cones

Other

Cultural Heritage Index

-  Archaeological Site
-  Hayward and Diamond
-  Historic Botanical Site
-  Historic Structure
-  Maori Heritage Area
-  Maritime Site
-  Reported Historic Site

The information Council holds in relation to Special Land Features differs based on the area a property is located in. Those areas where information is held on a Special Land Feature is denoted in the legend above.

Legend updated: 12/06/2018

# CITY OF WAITAKERE DISTRICT PLAN

## DISCRETIONARY ACTIVITY REPORT

**OFFICER:** P.M. BROWN : LW **DATE RECEIVED:** 26/8/94  
**APPLICANT:** W.J. MOLONEY **BUILDING CONSENT NO.:** 3346  
**FILE ADDRESS:** 7 KAURI POINT ROAD, LAINGHOLM **WARD:** WAITAKERE  
**LEGAL DESCRIPTION:** LOT 315 DP 19098 **ZONE:** NON-URBAN RESIDENTIAL 1  
**ADDRESS FOR SERVICE:** G.P. BAKER, C/- HOMES BY WESTWOOD, PRIVATE BAG, NEW LYNN

Further Information Required NO  
Any Affected Persons NO  
Approval Given N/A

District Plan Rule(s) not complied with: Rule 11.4:4.1(a) - Maximum building height (8.0 metres).

Extent of non-compliance: The building would exceed the maximum height by up to 0.7 metres over a distance of 3.0 metres.

### PROPOSAL

The applicant seeks consent to erect a dwelling on the site.

### SITE AND NEIGHBOURHOOD DESCRIPTION

The 1136m<sup>2</sup> front site is located on the western side of Kauri Point Road, Laingholm. The site slopes steeply up from the road. The dwelling which is the subject of this application has been constructed, and is positioned toward the front of the property.

### ENVIRONMENTAL ASSESSMENT

1.	Topography limits compliance.	YES
2.	Position of existing building limits compliance.	YES
3.	Location of existing trees/bush limits compliance.	NO
4.	Position of boundaries limits compliance.	NO
5.	It is unreasonable to insist on compliance.	YES
6.	Affected parties consent is given.	N/A
7.	General neighbourhood amenities are not affected.	YES
8.	Daylight and sunlight admission OK.	YES
9.	Privacy OK.	YES
10.	Physical domination effect OK.	YES
11.	Maintenance of neighbourhood character OK.	YES
12.	Adequate building separation maintained.	YES
13.	Adequate open space maintained.	YES
14.	No affect on servicing (effluent systems/stormwater).	N/A
15.	Safe movement of traffic maintained.	N/A
16.	Sufficient provision for parking/manoeuvring demonstrated.	N/A
17.	Adequate screening exists/is to be/can be provided.	YES

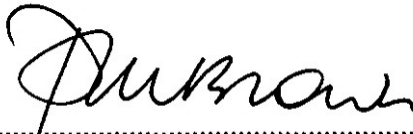
**Comments**

Construction of the dwelling highlighted a problem with the maximum height. The central ridgeline of the house exceeds the 8 metre limit due to excavations undertaken for basement parking. The impact of the height infringement would not be significant as the steep bank behind the dwelling provides a visual backdrop. In addition, the dwelling is finished in natural tones that would ensure that the building was not obtrusive in the context of the natural environment.

**RECOMMENDATION**


That, pursuant to Sections 104, 105 and 108 of the Resource Management Act 1991, being satisfied that no body or person is adversely affected, consent be granted to the application by W.J. Moloney to erect a dwelling that would exceed the maximum permitted height of 8.0m by 0.7m at 7 Kauri Point Road, Laingholm being Lot 315 DP 19098 for the following reasons:-

- (i) The relatively minor infringement would not create any significant adverse environmental effects due to the steep bank that would reduce the visual impact of the building.

Officer:  Date: 10. 10. 94  
 (P.M. Brown - Senior Planner)

Checked by: N/A Date: .....

**Consent Granted as Recommended**

 Date: 11/10/94  
 Peter Reaburn  
 Planning Manager

Please contact Philip Brown (Ph 836 8000 ext 8621) if you have any queries about this report.

adverse effects of natural hazards on natural and physical resources and on the health and safety of people and communities. The non-complying works that have occurred during the construction of the retaining walls are considered to have been unavoidable as the stabilisation works were required to protect the health and safety of the occupants in the dwelling.

The report by Soil and Rock Consultants also recommended planting of fast growing and deep rooting trees in order to assist in stabilisation. Re-vegetation would prevent erosion through root binding and lowering the soil moisture content. The applicant has indicated an intention to re-vegetate when all earthworks are completed and a condition of this resource consent will require replanting. It is therefore considered that adequate mitigation will be provided in response to the non-complying earthworks and vegetation alteration which has occurred on the site.

Overall it is considered that the non-complying activity which has occurred on this site does fit within the objectives and policies of the District Plan.

## **11.0 PART II OF THE ACT - PURPOSE AND PRINCIPLES**

Section 5 in Part II of the Act identifies the purpose of the Act as being the sustainable management of natural and physical resources. This means managing the use of natural and physical resources in a way that enables people and communities to provide for their social, cultural and economic well-being while sustaining those resources for future generations, protecting the life supporting capacity of ecosystems, and avoiding, remedying or mitigating adverse effects on the environment.

It is considered that the proposal is consistent with sustainable resource management. In particular this proposal is concerned with the sustainable management of the Bush Living Environment and the Protected Natural Area in such a way that the communities' social and cultural aspirations are realised whilst the quality of the environment and amenity values of the neighbourhood are maintained. The application allows for the already constructed retaining walls that are considered to be appropriate within the environment.

The proposal is not considered to adversely affect any matters of national importance. It is considered that the adverse effects arising from the proposal and the proposed mitigation are limited in significance to the surrounding urban neighbourhood.

Section 7 identifies a number of "other matters" to be given particular regard by Council in the consideration of any assessment for resource consent, and includes the efficient use of natural and physical resources, and the maintenance and enhancement of amenity values.

The potential effects of the proposal on the amenity and character of the area have been discussed in detail in the effects assessment contained in Section 8 of this report. Subject to conditions such as the requirement for re-vegetation, it is concluded that the proposed development would be compatible with the surrounding built and natural environment and the existing amenity of the area would not be reduced.

## **12.0 TIME PERIOD IN WHICH TO IMPLEMENT THE CONSENT**

Under section 125 of the Resource Management Act 1991, unless it is given effect to, a consent lapses either on the date that is specified in the consent or if no date is specified, 5 years after the date of commencement of the consent.

In this instance, a three-year period in which to give effect to this consent is considered appropriate, as all but one of the retaining walls have already been constructed and the required re-vegetation will have to be maintained for a period of two years after planting.

## **13.0 MONITORING**

The proposal will need to be monitored in accordance with the conditions specified in this report, and the requirements contained in the District Plan.

## **14.0 RECOMMENDED DECISION**

Pursuant to Sections 104, 104B, 104D and 108 of the Resource Management Act 1991, being satisfied that no body or person is adversely affected, it is recommended that **consent is granted** to the application by Mr and Mrs Goodley Retrospective consent for the construction of three timber retaining



walls requiring earthworks of 120m<sup>3</sup> on a Sensitive Ridge and in the Protected Natural Area (as more accurately defined in Sections 3 and 4 of this report) at 7 - 9 Kauri Point Road being Lot 84 DP 21358; Lot 2 DP 143900) for the following reasons:

- (i) The slip and area of works is located behind the existing two storey dwelling and is largely screened from view from the road and other public spaces. It is considered that the adverse affects to the natural landscape elements of the Sensitive Ridge resulting from the construction of the retaining walls are less than minor and would be reduced further with replanting of the Protected Natural Area;
- (ii) Council's consultant Geotechnical Engineer Mr Garry Law (27 February 2006) concluded: "the site is suitable for the proposed new wall. The global stability for the existing walls is satisfactory".
- (iii) The non-complying works that have occurred during the construction of the retaining walls are considered to have been unavoidable as the stabilisation works were required to protect the health and safety of the occupants in the dwelling.
- (iv) The proposal is in accordance with the relevant assessment criteria and satisfies the relevant objectives and policies of the District Plan and is not contrary to Part II of the RMA.

**Conditions imposed on the consent are as follows:**

1. The development shall proceed in accordance with the plans titled "Proposed Civil Works 7 Kauri Point Road, Laingholm" (Site Plan) prepared by Dainty Alderton Consulting Engineers and dated 11/10/2004 and all referenced by Council as RMA 20052205 and the information, including further information, submitted with the application.
2. Pursuant to section 125 of the Resource Management Act 1991, this consent shall lapse after a period of three years after the commencement of the consent.
3. A consent compliance monitoring fee of \$390.00 (inclusive of G.S.T.) has been paid to the Council. This fee is to recover the actual and reasonable costs incurred ensuring compliance with the conditions of this consent. If, on inspection all conditions have not been satisfactorily met, a reinspection shall be required at the relevant hourly rate applicable at the time the re-inspection is carried out.

**Re-vegetation Requirements**

4. A re-vegetation type planting plan shall be prepared by an appropriately qualified and experienced landscape architect for the area identified on the attached Plan being Appendix A. The plan shall be submitted to the Council within 3 months of the date of this consent being issued and once approved shall be implemented in the next available planting season (May to September). The plan is to be prepared and implemented to the satisfaction of the Manager Resource Consents.

The plan shall show the location, number and species of native trees and shrubs to be planted. All plants are to be locally sourced.

The species chosen to shall be taken from 'Ecosystem Three – Harbour Coastline Ecosystem' of "Native to the West: A guide for planting and restoring the nature of Waitakere City" (2004). See Appendix B attached.

5. The plants shall be of good quality nursery stock and maintained to the satisfaction of Council for a period of 2 years from the date of planting. Any of the plants which die within this period shall be replaced and maintained as per the stated conditions.

**Advice Notes:**

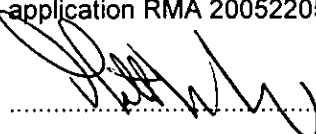
1. Where indicated in the conditions it is the consent holders responsibility to inform the Environmental Monitoring Officer when inspection is required. Inspections can be requested through the Call Centre on 839 0400.

Reporting Planner:   
Kate Morrissey

Date: 

**15.0 CONSENT GRANTED AS RECOMMENDED**

Acting under delegated authority and for the reasons set out in the above recommendation this application RMA 20052205 shall be granted subject to the conditions set out in Section 14.0 above.

  
.....

Date: 

**Team Leader Consents**

Please contact Kate Morrissey (Ph 837 9836) if you have any queries about this resource consent and associated report.

# AS BUILT DRAINAGE PLAN



12 MAR 2007

893274

Waitakere City Council  
Te Tatao o Waitakere

**SITE INFORMATION**

Building Consent No: 20053745 / 20053744

Inspector: John Nicholls

Owners Name: BLETT GOODLEY

Drainlayers Name: MAN WASEEL

Site Address: 7 KAURI PT RD LAINGHOLM

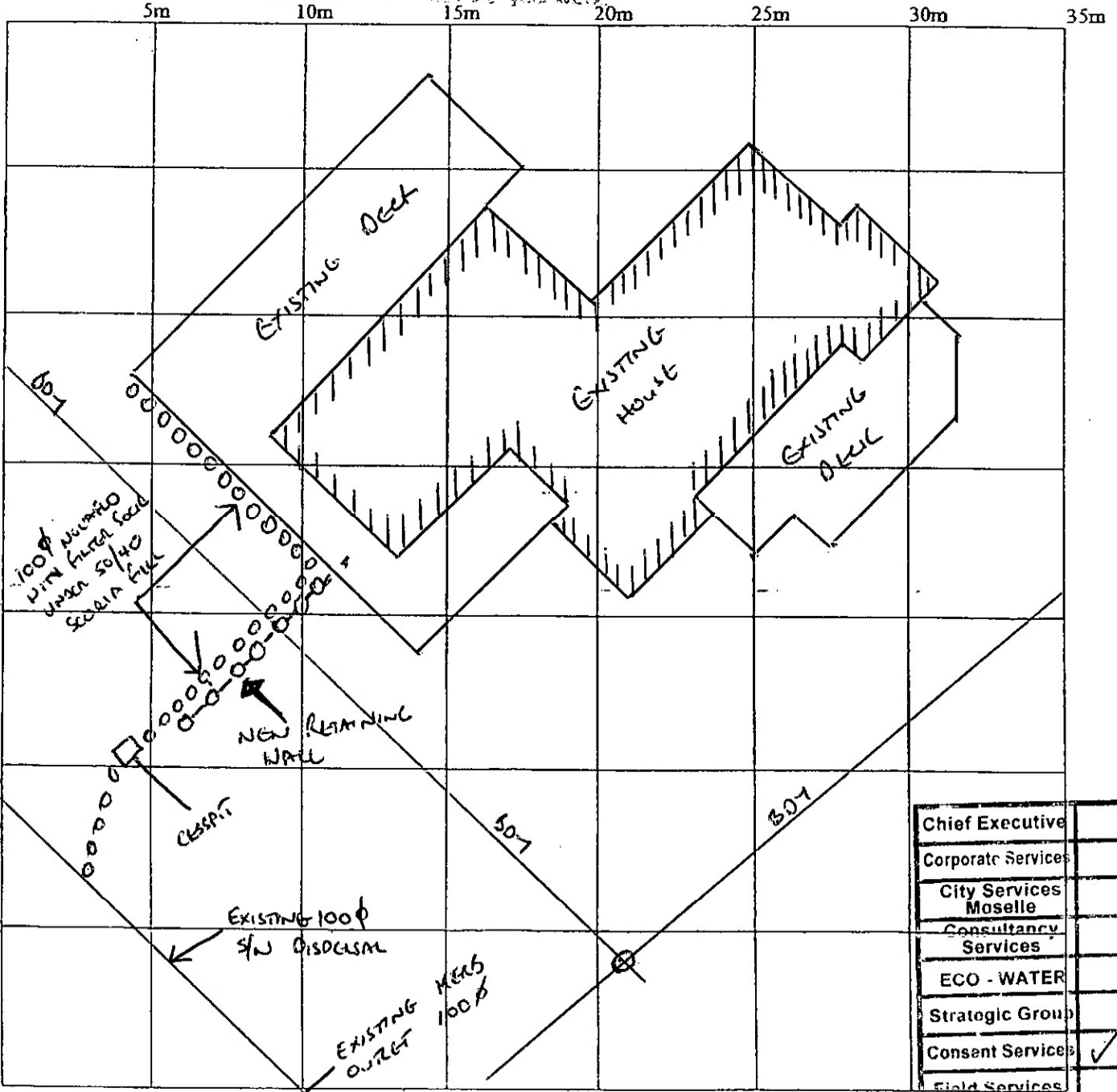
Lot: 315 - 77163  
2 DP: 143900

Date inspected: 9/3/07

**ENTERED**

Drainage plans are required for all new work and extensions to drains including effluent disposal systems. The plan is to be completed accurately drawn in ink to a scale of 1:200 and must show clearly the street boundary, property boundaries, outline of the buildings as well as the layout of ALL drains and inspection fillings. Please indicate the scale used if it is different than 1:200. Please ensure that this as built plan is completed prior to the inspection of the drainage work. Failure to comply may delay the approval of your work.

7 Kauri Point Rd, Laingholm  
Prop ID# 50907



Chief Executive	
Corporate Services	
City Services Moselle	
Consultancy Services	
ECO - WATER	
Strategic Group	
Consent Services	<input checked="" type="checkbox"/>
Field Services	

# WAITAKERE CITY COUNCIL

## 'AS BUILT' DRAINAGE PLAN

Drainage plans are necessary for all new work and extensions to drains, including septic tank effluent disposal systems. The plan is to be completed accurately to scale in ink, and must show clearly street boundary, property boundaries, outline of buildings as well as layout of ALL drains and inspection fittings.

The scale of the 'As Built' Plan is to be 1:200. Please indicate on the 'As Built' plan if any other scale is used. Please refer to additional notes overleaf.

Owner's Name: BAKER  
Address of Property: (No.) 7 (Street) KAURI Pt RD  
Lot 315 D.P. 19098  
Drainlayer's Name: G. L. FLETCHER

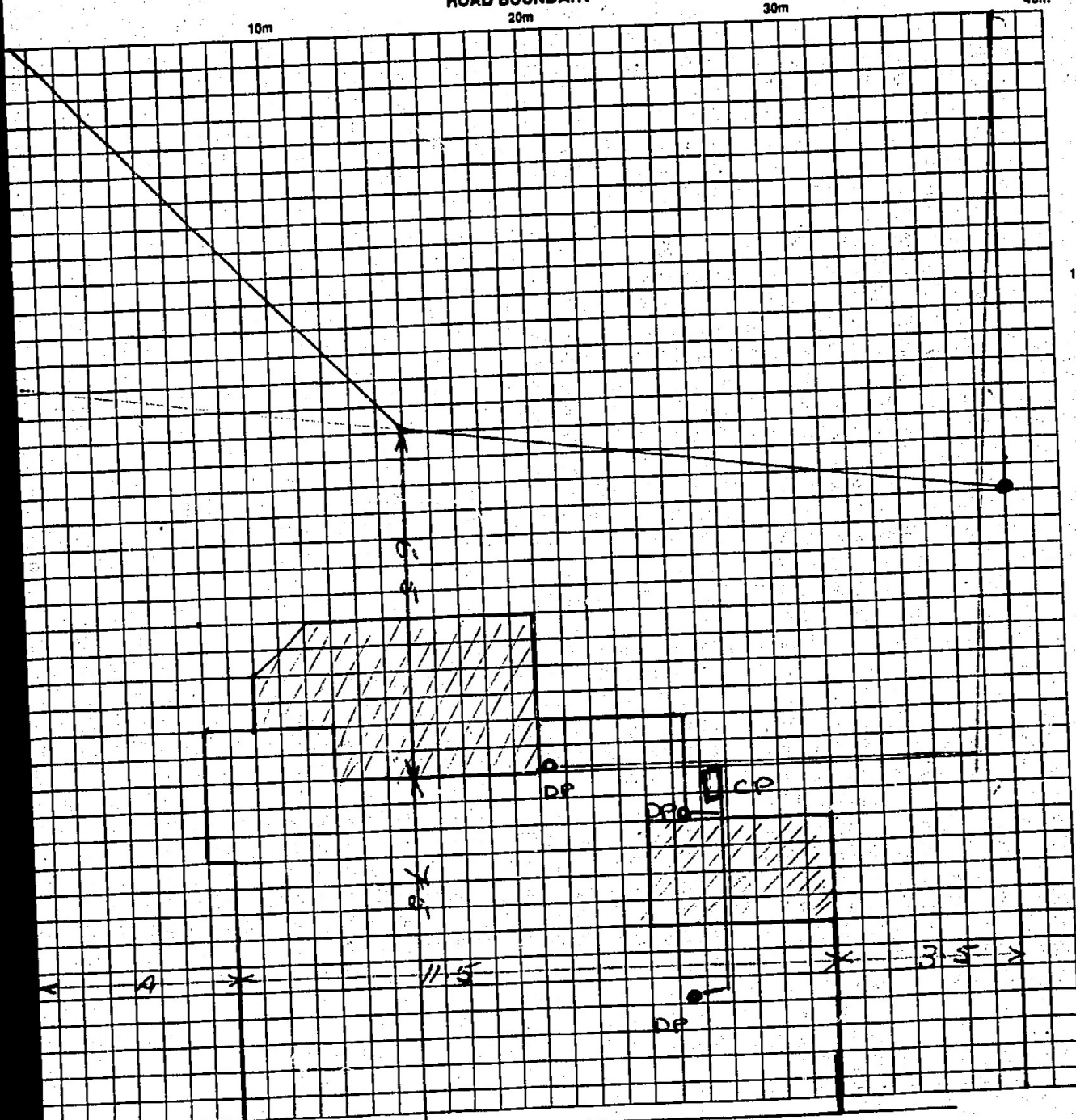
ROAD BOUNDARY

10m

20m

30m

40m



For Office Use Only: - v

Drainage Permit No.

Building Permit No.

Date inspected 12.10.96 Inspector E. G. Gault

# WAITAKERE CITY COUNCIL

## 'AS BUILT' DRAINAGE PLAN

Drainage plans are necessary for all new work and extensions to drains, including septic tank effluent disposal systems. The plan is to be completed accurately to scale in ink, and must show clearly street boundary, property boundaries, outline of buildings as well as layout of ALL drains and inspection fittings.

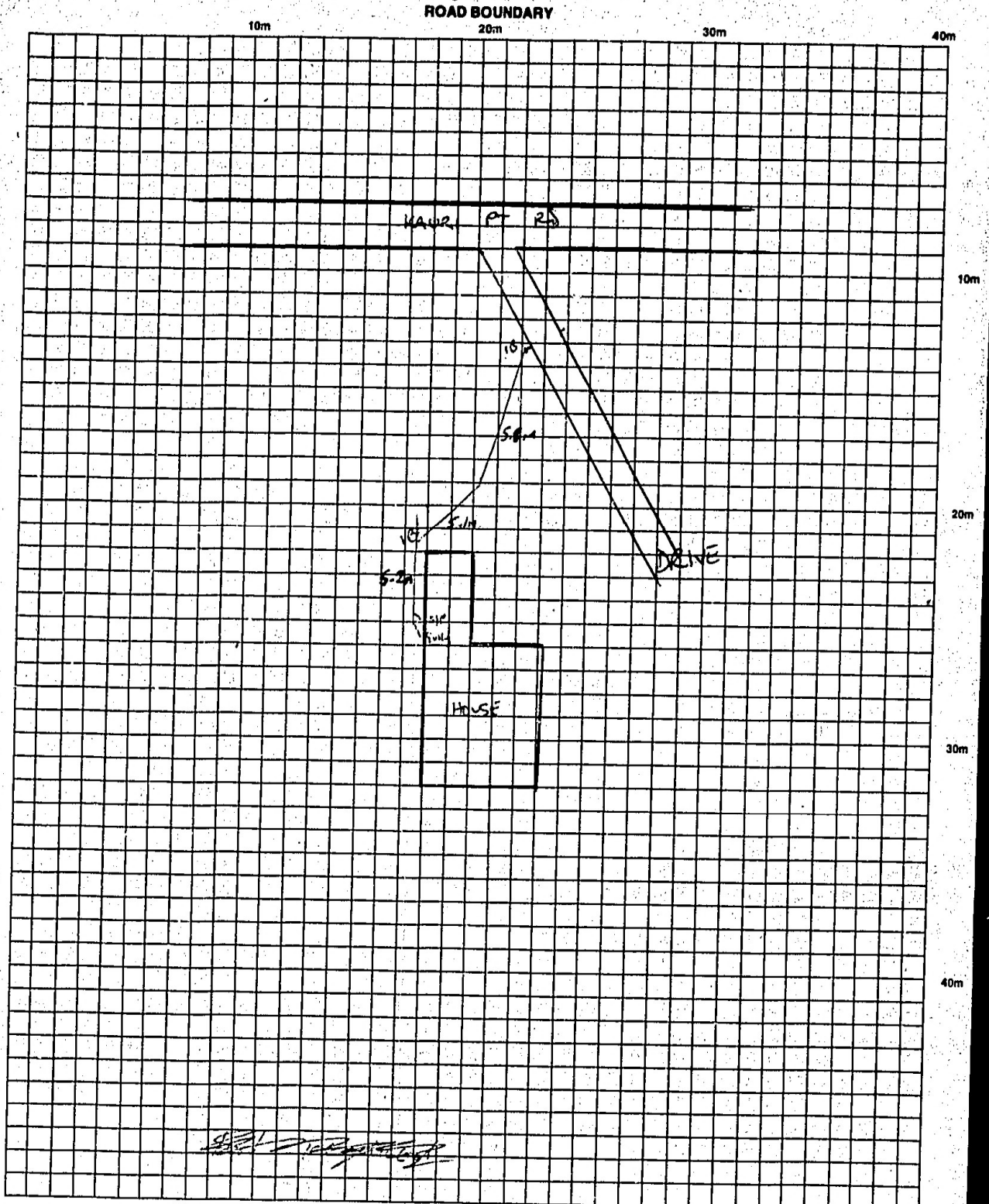
Owner's Name: MR. BAKER

Address of Property: (No.) 7 (Street) KAWAIA PT RD

Lot 213 D.P. 19098

Drainlayer's Name: M. C. Drainage

The scale of the 'As Built' Plan is to be 1:200. Please indicate on the 'As Built' plan if any other scale is used. Please refer to additional notes overleaf.



For Office Use Only:—

Drainage Permit No.

Building Permit No.

Date inspected 21/1/52 Inspector [Signature]

WCC131

## RATES INFORMATION

Location of Rating Unit 7 Kauri Point Road Laingholm Auckland 0604

For period 1 July 2020 to 30 June 2021

Assessment Number 1234184095

Valuation Number 33800-00000054800

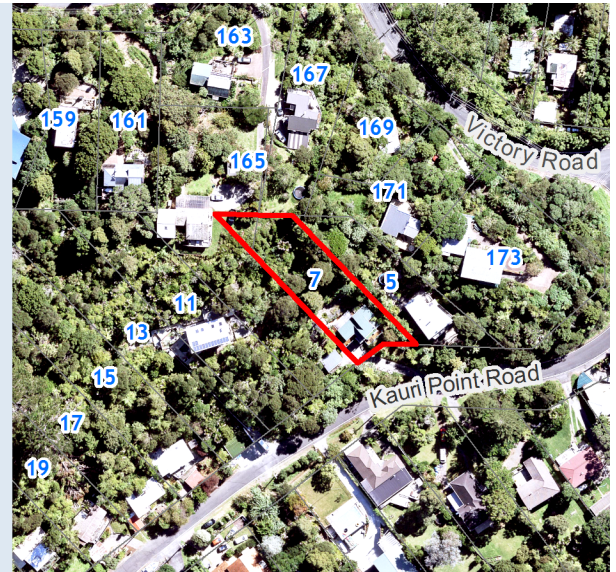
Valuation as at date 1 July 2017

Capital Value \$930,000

Land Value \$420,000

Record of Title Number NA964/225

Description of Rating Unit LOT 315 DP 19098



Description of Rates	Factor/Unit	Factor Value	Rate/Charge	Total (GST incl.)
Uniform Annual General Charge	Number of separate parts	1	\$439.00	\$439.00
General Rate - Urban Residential	Capital Value	\$930,000	0.00195455	\$1,817.73
Waste Management - Base Service	Number of separate parts	1	\$141.03	\$141.03
Natural Environment Targeted Rate - Non Business	Capital Value	\$930,000	0.00004326	\$40.23
Water Quality Targeted Rate - Non Business	Capital Value	\$930,000	0.00006076	\$56.51
Total Auckland Council Rates for 2020/2021 (including GST)				\$2,494.50



# Property Guru

By  CoreLogic

**Street Address:** 7 Kauri Point Road, Laingholm, Waitakere

## Zoned Schools for this Property

### Primary / Intermediate Schools

GLEN EDEN INTERMEDIATE 5.2 km

### Secondary Schools

GREEN BAY HIGH SCHOOL 5.3 km

## Early Childhood Education

### Laingholm Kindergarten

436 A Huia Road  
Laingholm  
Ph. 09-8174372

**Distance:** 1.7 km  
**20 Hours Free:** Yes  
**Type:** Free Kindergarten  
**Authority:** Community Based

### Laingholm Playcentre

4 Lookout Drive  
Laingholm  
Ph. 09-8173489

**Distance:** 0.9 km  
**20 Hours Free:** Yes  
**Type:** Playcentre  
**Authority:** Community Based

### Titirangi Rudolf Steiner Kindergarten 1

5 Helios Place  
Laingholm  
Ph. 09-8174386

**Distance:** 2.0 km  
**20 Hours Free:** Yes  
**Type:** Education & Care Service  
**Authority:** Community Based

### Woodlands Park Community Kindergarten

22 a Minnehaha Avenue  
Titirangi  
Auckland  
Ph. 09-8178782

**Distance:** 2.0 km  
**20 Hours Free:** No  
**Type:** Education & Care Service  
**Authority:** Community Based

## Primary / Intermediate Schools

### GLEN EDEN INTERMEDIATE

Kaurilands Road  
Titirangi  
Auckland  
Ph. 09 817 0032

**Distance:** 5.2 km  
**Decile:** 7  
**Age Range:** Intermediate  
**Authority:** State  
**Gender:** Co-Educational  
**School Roll:** 1002  
**Zoning:** In Zone

### LAINGHOLM SCHOOL

Victory Road  
Laingholm  
Auckland  
Ph. 09 817 8874

**Distance:** 1.0 km  
**Decile:** 10  
**Age Range:** Contributing  
**Authority:** State  
**Gender:** Co-Educational  
**School Roll:** 333  
**Zoning:** No Zone

# Property Guru

By  CoreLogic

## TITIRANGI RUDOLF STEINER SCHOOL

5 Helios Place  
Titirangi  
Auckland  
Ph. 09 817 4386

**Distance:** 2.0 km  
**Decile:** 9  
**Age Range:** Full Primary  
**Authority:** Private  
**Gender:** Co-Educational  
**School Roll:** 95  
**Zoning:** No Zone

## WOODLANDS PARK SCHOOL

Woodlands Park Road  
Titirangi  
Auckland  
Ph. 09 817 5140

**Distance:** 2.6 km  
**Decile:** 10  
**Age Range:** Contributing  
**Authority:** State  
**Gender:** Co-Educational  
**School Roll:** 188  
**Zoning:** Out of Zone

## Secondary Schools

### GREEN BAY HIGH SCHOOL

143-161 Godley Road  
Green Bay  
Auckland  
Ph. 09 817 8173

**Distance:** 5.3 km  
**Decile:** 8  
**Age Range:** Year 9-15  
**Authority:** State  
**Gender:** Co-Educational  
**School Roll:** 1011  
**Zoning:** In Zone

## Tertiary

### Food Safety (NZ) Limited

7 Tane Street  
Ph. 09 826 1920

**Distance:** 7.1 km  
**Tertiary type:** Private Training Estab

### Genesis Training Centre

97 Glendale Road  
Ph. 09 818 7346

**Distance:** 5.9 km  
**Tertiary type:** Private Training Estab

### New Zealand Seafood Training College

168 Godley Road  
Ph. 09 817 2135

**Distance:** 5.0 km  
**Tertiary type:** Private Training Estab

### OAKLYNN SPECIAL SCHOOL

20 Mayville Avenue  
Ph. 09 827 4748

**Distance:** 7.0 km  
**Tertiary type:** Special

### Te Toi Huarewa Training O Hoani Waititi

451 West Coast Road  
Ph. 09 818 2323

**Distance:** 7.0 km  
**Tertiary type:** Private Training Estab

# Property Guru

By  CoreLogic

## Explanation of Terms

**Full Primary** - Years 1 - 8

**Contributing** - Years 1 - 6

**Intermediate** - Years 7 - 8

**Composite** - Years 1 - 15

**Restricted Composite** - Years 7 - 10

**Kura Teina Composite** - Maori Schools from years 1 - 15

**Kura Teina Primary** - Maori Schools from years 1 - 8

**Decile Rating** - A school's decile indicates the extent to which the school draws its students from low socio-economic communities. Decile 1 schools are the 10% of schools with the highest proportion of students from low socio-economic communities, whereas decile 10 schools are the 10% of schools with the lowest proportion of these students. A school's decile does not indicate the overall socio-economic mix of the school.

**Distance** - The distance calculated is the point to point distance, walking and driving distances will normally be further.

**20 Hours Free** - If yes, this Early Childhood Centre offers 20 hours free childhood education. From 1 July 2007, three and four-year-olds enrolled in a teacher-led ECE service and some kohanga reo qualify for up to 20 hours of free early childhood education (ECE).

## Currency of Data

**CoreLogic Address Data:** 15 January 2021

## Disclaimer

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RayWhite

# Rental Appraisal



7 Kauri Point Road

\$600.00-\$630.00

11th February 2021

Ray White Austar Property Services thanks you for engaging us to conduct a rental appraisal on your property. Based on current market and comparable in the area, we would consider the current market value for this property to be within this price range.

## Property Description

This beautifully presented three bedroom, one bathroom home is situated in a highly sought after area in Laingholm.

The living, dining and kitchen is open plan and spacious with great indoor / outdoor flow to the sun trapped deck, with stunning sea views.

All three bedrooms are good sizes, the master has its own private balcony. The family bathroom has a free standing shower.

Situated on a low maintenance section with a carport and off street parking



# Comparable Rental Properties

1. 28 Tane Road, Lainholm: Three bedrooms, one bathroom: \$600.00
2. 249 Golf Road, Titirangi: Three bedrooms, one bathroom: \$580.00

***Current Ministry of Business Innovation and Employment Statistics report that an average three bedroom home in the area is \$600.00 per week.***

## The Value of a Property Manager

1. Comprehensive initial inspections
2. Regular market rent reviews
3. Educated legislative advice
4. 24/7 Contact
5. Daily rent and arrears monitoring
6. Minimised vacancy periods
7. Access to the best tenancy law advice
8. Compliant tenancy agreements
9. Personalised service offerings



*Let us know if you'd like to see the detailed list of over 40 unique tasks we can take care of when managing your property or if you'd like to request your free Landlord Information and Claimable Expenses Guides.*



**Ray White Austar Property Services**  
**09 836 1011**  
**36 Te Atatu Road, Te Atatu South**  
**Our Real Estate Company Limited**  
**rwaustarrentals.co.nz**

**Shannon Anstis**

**Property Manager**

**021 915 473**

**09 838 0811**

**Shannon.anstis@raywhite.com**

*This appraisal is only valid for a period of 30 days from today's date. Any use of this appraisal after this period will not be validated by Austar Property Services. This appraisal is on REINZ statistics, experience and local knowledge. Please note that market and seasonal conditions at the actual time of letting may influence the final rent obtained. The agent has not viewed this property.*

# AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

**DATE:****VENDOR:** Noeline Gay Jonkers**PURCHASER:****and/or nominee**

The vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement:

**Yes/No****PROPERTY**

Address: 7 Kauri Point Road, Laingholm, Auckland

Estate:	<b>FREEHOLD</b>	<b>LEASEHOLD</b>	<b>STRATUM IN FREEHOLD</b>
	<b>STRATUM IN LEASEHOLD</b>	<b>CROSS-LEASE (FREEHOLD)</b>	<b>CROSS-LEASE (LEASEHOLD)</b>

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

**Area (more or less):**

1136m2

**Lot/Flat/Unit:**

315

**DP:**

19098

**Record of Title (unique identifier):**

NA964/225

**PAYMENT OF PURCHASE PRICE****Purchase price:** \$**Plus GST (if any) OR Inclusive of GST (if any)**

If neither is deleted, the purchase price includes GST (if any).

**GST date (refer clause 13.0):****Deposit (refer clause 2.0):** \$**Balance of purchase price to be paid or satisfied as follows:**

(1) By payment in cleared funds on the settlement date which is 31 March 2021 or such other date as mutually agreed

OR

(2) In the manner described in the Further Terms of Sale.

**Interest rate for late settlement:**

14 % p.a.

**CONDITIONS (refer clause 9.0)****Finance required (subclause 9.1):**

Yes/No

**OIA consent required (subclause 9.6):**

Yes/No

**Finance date:****OIA date (subclause 9.8):****LIM required (subclause 9.3):**

Yes/No

**Land Act consent required (subclause 9.7):**

Yes/No

**Building report required (subclause 9.4):**

Yes/No

**Land Act date (subclause 9.8):****Toxicology report required (subclause 9.5):**

Yes/No

**TENANCIES****Name of Tenant(s):** Stuart Smithies**Yes/No**

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

**SALE BY:**

Austar Realty Limited

Ray White Ttirangi

423 Ttirangi Road

Ttirangi

AUCKLAND 0604

Ph: 09 817 8011

Manager: Craig Smith

Salesperson: Izac Woodall

(027 814 4945)

titirangi.nz@raywhite.com

Licensed Real Estate Agent under Real Estate Agents Act 2008

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

Release date: 4 June 2020

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# GENERAL TERMS OF SALE

## 1.0 Definitions, time for performance, notices and interpretation

### 1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (8) "Cleared funds" means:
  - (a) An electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines; or
  - (b) A bank cheque, but only in the circumstances permitted by the PLS Guidelines and only if it has been paid strictly in accordance with the requirements set out in the PLS Guidelines.
- (9) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (10) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (11) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (12) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (13) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (14) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (15) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (16) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (17) "LINZ" means Land Information New Zealand.
- (18) "Local authority" means a territorial authority or a regional council.
- (19) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (20) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society.
- (21) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (22) "Property" means the property described in this agreement.
- (23) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (24) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (25) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under subclause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (26) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (27) "Rules" means body corporate operational rules under the Unit Titles Act.
- (28) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (29) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under subclause 3.8.
- (30) "Settlement date" means the date specified as such in this agreement.
- (31) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (32) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (33) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (34) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.



- (35) "Unit title" means a unit title under the Unit Titles Act.
- (36) "Unit Titles Act" means the Unit Titles Act 2010.
- (37) "Working day" means any day of the week other than:
- Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
  - if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
  - a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of subclause 9.3(2) the 15th day of January) in the following year, both days inclusive; and
  - the day observed as the anniversary of any province in which the property is situated.
- A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.3 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 1.3(2).

1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
  - on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
  - on the party or on the party's lawyer:
    - by personal delivery; or
    - by posting by ordinary mail; or
    - by email; or
    - in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in subclause 1.4(3)(b), a notice is deemed to have been served:
  - in the case of personal delivery, when received by the party or at the lawyer's office;
  - in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
  - in the case of email:
    - when sent to the email address provided for the party or the party's lawyer on the back page; or
    - any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
    - if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
  - in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
  - in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 Interpretation

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.

**2.0 Deposit**

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.

- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
- (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and
  - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and
  - (3) where the property is a unit title:
    - (a) a pre-settlement disclosure statement, certified correct by the body corporate, under section 147 of the Unit Titles Act; and
    - (b) an additional disclosure statement under section 148 of the Unit Titles Act (if requested by the purchaser within the time prescribed in section 148(2)),have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 149(2) of the Unit Titles Act to postpone the settlement date until after the disclosure statements have been provided; or
  - (4) this agreement is:
    - (a) cancelled pursuant to:
      - (i) subclause 6.2(3)(c); or
      - (ii) sections 36 or 37 of the Contract and Commercial Law Act 2017; or
    - (b) avoided pursuant to subclause 9.10(5); or
  - (5) where the property is a unit title and the purchaser, having the right to cancel this agreement pursuant to section 151(2) of the Unit Titles Act, has cancelled this agreement pursuant to that section, or has elected not to cancel by giving notice to the vendor, or by completing settlement of the purchase.
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to subclause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing after the effect of the same is explained to the purchaser by the agent or by the purchaser's lawyer or conveyancer.

### 3.0 Possession and Settlement

#### Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
  - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

#### Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date.
- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
    - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
    - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.

- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under subclause 3.12 or 3.13, or for any deduction allowed to the purchaser under subclause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to subclause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to subclause 10.8);
  - (2) the vendor's lawyer shall immediately thereafter:
    - (a) release or procure the release of the transfer instrument and the other instruments mentioned in subclause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
    - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in subclause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
    - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under subclause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement, provided that where payment by bank cheque is permitted under the PLS Guidelines, payment may be made by the personal delivery of a bank cheque to the vendor's lawyer's office, so long as it is accompanied by the undertaking from the purchaser's lawyer required by those Guidelines.

#### **Last-Minute Settlement**

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
  - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

#### **Purchaser Default: Late Settlement**

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this subclause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
  - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
    - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
    - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to subclause 3.12(1).
  - (3) If the parties are unable to agree upon any amount payable under this subclause 3.12, either party may make a claim under clause 10.0.

#### **Vendor Default: Late Settlement or Failure to Give Possession**

- 3.13 (1) For the purposes of this subclause 3.13:
- (a) the default period means:
    - (i) in subclause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
    - (ii) in subclause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
    - (iii) in subclause 3.13(5), the period from the settlement date until the date when settlement occurs; and
  - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
    - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and

- (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
- (i) any withholding tax; and
  - (ii) any bank or legal administration fees and commission charges; and
  - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.13(2)(b) during the default period. A purchaser in possession under this subclause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of subclause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.13(2)(b) during the default period.
- (6) The provisions of this subclause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this subclause 3.13, either party may make a claim under clause 10.0.

#### Deferment of Settlement and Possession

- 3.14 If
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
  - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 If
- (1) the property is a unit title;
  - (2) the settlement date is deferred pursuant to either subclause 3.14 or subclause 3.15; and
  - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in subclause 8.2(3),
- then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to subclause 3.14, to the tenth working day following the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
  - (b) where there is a deferment of the settlement date pursuant to subclause 3.15, to the tenth working day following the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

#### New Title Provision

- 3.17 (1) Where
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
  - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day following the later of the date on which:
- (i) the vendor has given the purchaser notice that a search copy is obtainable; or
  - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Subclause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

### 4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
    - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and

- (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
- (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
- (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
  - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
  - (b) any costs payable by the vendor under subclause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.

4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under subclause 4.1(1), then the purchaser may:

- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
- (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this subclause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.

4.3 If pursuant to subclause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:

- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
- (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.

4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to subclause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.

4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:

- (1) the costs payable by the vendor under subclause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
- (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

## 5.0 Risk and insurance

5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.

5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:

- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
  - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
  - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
- (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
- (3) in the case of a property zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
- (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in subclause 10.8 for when an amount of compensation is disputed.

5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

## 6.0 Title, boundaries and requisitions

6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.

- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
  - (a) the tenth working day after the date of this agreement; or
  - (b) the settlement date.

- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
  - (a) the vendor shall notify the purchaser (“a vendor’s notice”) of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser’s notice;
  - (b) if the vendor does not give a vendor’s notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
  - (c) if the purchaser does not on or before the fifth working day after service of a vendor’s notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.

6.3 In the event of cancellation under subclause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.

- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
- (a) in the case of a cross-lease title:
    - (i) alterations to the external dimensions of any leased structure; or
    - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
  - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be): then the purchaser may requisition the title under subclause 6.2 requiring the vendor:
  - (c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or
  - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.
- (2) The words “alterations to the external dimensions of any leased structure” shall only mean alterations which are attached to the leased structure and enclosed.

6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

## 7.0 Vendor’s warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
    - (a) from any local or government authority or other statutory body; or
    - (b) under the Resource Management Act 1991; or
    - (c) from any tenant of the property; or
    - (d) from any other party; or
  - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure to do so shall only create a right of compensation.
  - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
  - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
  - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
  - (5) Where the vendor has done or caused or permitted to be done on the property any works:
    - (a) any permit, resource consent, or building consent required by law was obtained; and
    - (b) to the vendor’s knowledge, the works were completed in compliance with those permits or consents; and
    - (c) where appropriate, a code compliance certificate was issued for those works.
  - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
    - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
    - (b) the building has a current building warrant of fitness; and

- (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
- (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
- (a) from any local or government authority or other statutory body; or
- (b) under the Resource Management Act 1991; or
- (c) from any tenant of the property; or
- (d) from any other party,
- has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in subclause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
- (2) the building has a current building warrant of fitness; and
- (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
- (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
- (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
- (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

## 8.0 Unit title and cross lease provisions

### Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.
- 8.2 If the property is a unit title, the vendor warrants and undertakes as follows:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.
- (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
- (3) Not less than five working days before the settlement date, the vendor will provide:
- (a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
- (b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
- (4) There are no other amounts owing by the owner under any provision of the Unit Titles Act.
- (5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
- (6) No order or declaration has been made by any Court against the body corporate or the owner under any provision of the Unit Titles Act.
- (7) The vendor has no knowledge or notice of any fact which might result in:
- (a) the owner or the purchaser incurring any other liability under any provision of the Unit Titles Act; or
- (b) any proceedings being instituted by or against the body corporate; or
- (c) any order or declaration being sought against the body corporate or the owner under any provision of the Unit Titles Act.
- (8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.
- (9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.
- (10) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
- (a) the transfer of the whole or any part of the common property;
- (b) the addition of any land to the common property;
- (c) the cancellation of the unit plan; or



(d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan,

which has not been disclosed in writing to the purchaser.

(11) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.

8.3 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of subclause 8.2(3), then in addition to the purchaser's rights under sections 149 and 150 of the Unit Titles Act, the purchaser may:

- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
- (2) elect that settlement shall still take place on the settlement date.

8.4 If the property is a unit title, each party specifies that:

- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
- (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.

8.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Unit Titles Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of this agreement.

8.6 Unauthorised Structures – Cross-Leases and Unit Titles

- (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
  - (a) in the case of a cross-lease title, any required lessors' consent; or
  - (b) in the case of a unit title, any required body corporate consent,
 the purchaser may demand within the period expiring on the earlier of:
  - (i) the tenth working day after the date of this agreement; or
  - (ii) the settlement date,
 that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
- (2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in subclauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under subclause 8.6(1) being deemed to be an objection and requisition.

## 9.0 Conditions and mortgage terms

9.1 Finance condition

- (1) If the purchaser has identified that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of subclause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- (1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.

9.3 LIM condition

- (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
  - (a) that LIM is to be obtained by the purchaser at the purchaser's cost;
  - (b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and
  - (c) this agreement is conditional upon the purchaser approving that LIM, provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of subclause 9.10(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of subclause 9.10(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.

- 9.4 Building report condition
- (1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the fifteenth working day after the date of this agreement a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
  - (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
  - (3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.
  - (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
  - (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 9.5 Toxicology report condition
- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the fifteenth working day after the date of this agreement, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
  - (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
  - (3) The report must be prepared in good faith by a suitably-qualified inspector using accepted principles and methods and it must be in writing.
  - (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
  - (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
  - (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.
- 9.6 OIA consent condition
- (1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date shown on the front page of this agreement on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee.
  - (2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.
- 9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date shown on the front page of this agreement.
- 9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or a date 65 working days from the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or a date 20 working days from the date of this agreement, whichever is the sooner.
- 9.9 Resource Management Act condition
- (1) If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.
- 9.10 Operation of conditions
- If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
  - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
  - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
  - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
  - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
  - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

## 10.0 Claims for compensation

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation for:
    - (a) a breach of any term of this agreement; or
    - (b) a misrepresentation; or
    - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986; or
    - (d) an equitable set-off, or

- (2) there is a dispute between the parties regarding any amounts payable:
- (a) under subclause 3.12 or subclause 3.13; or
  - (b) under subclause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date (except for claims made after the settlement date for amounts payable under subclause 3.12 or subclause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
  - (2) the notice must:
    - (a) state the particular breach of the terms of the agreement, or the claim under subclause 3.12, subclause 3.13 or subclause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
    - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
    - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 10.4 If the claimant is unable to give notice under subclause 10.3 in respect of claims under subclause 10.2(1) or subclause 10.2(2)(b) by the settlement date by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under subclause 11.1.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under subclause 10.2(1) but the vendor disputes the purchaser's right to make that claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under subclause 10.3, time being of the essence; and
  - (2) the purchaser's right to make the claim shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society. The appointee's costs shall be met by the party against whom the determination is made.
- 10.7 If the purchaser makes a claim for compensation under subclause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a right to make that claim.
- 10.8 If it is accepted, or determined under subclause 10.6, that the purchaser has a right to claim compensation under subclause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under subclause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
  - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society;
  - (3) the interim amount must be a reasonable sum having regard to all of the circumstances, except that where the claim is under subclause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
  - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under subclause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
  - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
  - (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
  - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
  - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under subclause 10.6(2) or subclause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these subclauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations.
- 10.10 The procedures prescribed in subclauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of the contract.
- 10.11 A determination under subclause 10.6 that the purchaser does not have a right to claim compensation under subclause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by a person appointed under either subclause 10.6 or subclause 10.8, that person shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination.

**11.0 Notice to complete and remedies on default**

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able, and willing to proceed to settle in accordance with clauses 3.0 and 10.0 or is not so ready, able, and willing to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to subclause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
- (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
- (3) The vendor may give a settlement notice with a notice under this subclause.
- (4) For the purpose of this subclause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to subclause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
- (a) sue the purchaser for specific performance; or
- (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
- (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
- (ii) sue the purchaser for damages.
- (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
- (3) The damages claimable by the vendor under subclause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
- (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and
- (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
- (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (4) Any surplus money arising from a resale shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
- (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

**12.0 Non-merger**

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
- (2) settlement;
- (3) the transfer of title to the property;
- (4) delivery of the chattels (if any); or
- (5) registration of the transfer of title to the property.

**13.0 Goods and Services Tax**

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
  - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
  - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
    - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
    - (b) any default GST;
  - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
  - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
- (1) Without prejudice to the vendor's rights and remedies under subclause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
  - (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
  - (3) The vendor may give a settlement notice under subclause 11.1 with a notice under this subclause.

**14.0 Zero-rating**

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5
- (1) If any of the particulars stated by the purchaser in Schedule 1:
    - (a) are incomplete; or
    - (b) alter between the date of this agreement and settlement,the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
  - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
  - (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
  - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
  - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in subclauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of subclause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and

- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with subclause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

### 15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
  - (1) each party warrants that it is a registered person or will be so by the date of the supply;
  - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
  - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
  - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

### 16.0 Limitation of Liability

- 16.1 If any person enters into this agreement as trustee of a trust and if that person has no right to or interest in any assets of the trust, except in that person's capacity as a trustee of the trust, then that person's liability under this agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount").
- 16.2 If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

### 17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

### 18.0 Agency

- 18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under subclause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

### 19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to the Real Estate Institute of New Zealand Incorporated (REINZ).
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 1993.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at [info@reinz.co.nz](mailto:info@reinz.co.nz) or by post or telephone.

## FURTHER TERMS OF SALE

Further Terms continued on Appendix page

See Appendix attached.





## SCHEDULE 1

### (GST Information – see clause 14.0)

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

<b>Section 1 Vendor</b>	
1(a) The vendor's registration number (if already registered):	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop".)	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
<b>Section 2 Purchaser</b>	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	
<b>If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)</b>	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	
<b>If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.</b>	
<b>Section 3 Nominee</b>	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	
<b>If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.</b>	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop".)	Yes/No

**SCHEDULE 2**  
List all chattels included in the sale  
(strike out or add as applicable)

<del>Stove</del>	<del>Rangehood</del>	<del>Wall oven</del>	<del>Cooktop</del>
<del>Dishwasher</del>	<del>Kitchen waste disposal</del>	Light fittings	Smoke detector(s)
<del>Burglar alarm</del>	Heated towel rail(s)	Heat pump(s)	<del>Garage door remote control(s)</del>
Blinds	Curtains	Fixed floor coverings	

Garden shed, Household keys.

**SCHEDULE 3**  
Residential Tenancies

**Name of Tenant(s):** Stuart Smithies

**Rent:** \$630 per week      **Term:** Tenant vacating property on March 8, 2021.      **Bond:** \$2380

---

**Commercial/Industrial Tenancies**  
(If necessary complete on a separate schedule)

**1. Name of Tenant(s):**  
**Rent:**                      **Term:**                      **Right of Renewal:**                      **Other:**

**2. Name of Tenant(s):**  
**Rent:**                      **Term:**                      **Right of Renewal:**                      **Other:**

**WARNING** (This warning does not form part of this agreement)  
**This is a binding contract. Read the information set out on the back page before signing.**

**Acknowledgements**

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act.

**Signature of Purchaser(s):**

**Signature of Vendor(s):**

\_\_\_\_\_  
**Director / Trustee / Authorised Signatory / Agent / Attorney\***  
*Delete the options that do not apply*  
*If no option is deleted, the signatory is signing in their personal capacity*

\_\_\_\_\_  
**Director / Trustee / Authorised Signatory / Agent / Attorney\***  
*Delete the options that do not apply*  
*If no option is deleted, the signatory is signing in their personal capacity*

\_\_\_\_\_  
**Director / Trustee / Authorised Signatory / Agent / Attorney\***  
*Delete the options that do not apply*  
*If no option is deleted, the signatory is signing in their personal capacity*

\_\_\_\_\_  
**Director / Trustee / Authorised Signatory / Agent / Attorney\***  
*Delete the options that do not apply*  
*If no option is deleted, the signatory is signing in their personal capacity*

\*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ); or
- (iii) where the attorney signs for a trustee, a Certificate in the relevant form in Schedule 4 to the Trustee Act 1956.

Also insert the following wording for the Attorney's Signature above:  
*Signed for [full name of the donor] by his or her Attorney [attorney's signature].*

**BEFORE SIGNING THE AGREEMENT**

- Note: the purchaser is entitled to a copy of any signed offer at the time it is made.
- It is recommended both parties seek professional advice before signing. This is especially so if:
  - there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
  - the purchaser is not a New Zealand citizen. There are strict controls on the purchase of a property in New Zealand by persons who are not New Zealand citizens.
  - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
  - the property is vacant land in the process of being subdivided or there is a new unit title or cross-lease to be issued. In these cases additional clauses may need to be inserted.
  - there is any doubt as to the position of the boundaries.
  - the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- Both parties may need to have customer due diligence performed on them by their lawyer or conveyancer in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 which is best done prior to the signing of this agreement.
- The purchaser should investigate the status of the property under the Council’s District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a unit title or cross-lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, before the purchaser enters into the agreement:
  - the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act;
  - the purchaser should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate’s long-term maintenance plan and enquire whether the body corporate has imposed or proposed levies for a long-term maintenance fund or any other fund for the maintenance of, or remedial or other work to, the common property.
- The vendor should ensure the warranties and undertakings in clauses 7.0 and 8.0:
  - are able to be complied with; and if not
  - the applicable warranty is deleted from the agreement and any appropriate disclosure is made to the purchaser.
- Both parties should ensure the chattels’ list in Schedule 2 is accurate.
- Both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.

**THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.**

**PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.**

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**AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**

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**DATE:**

**VENDOR:** Noeline Gay Jonkers

Contact Details:

**VENDOR’S LAWYERS:**

Firm: DAVID BROWN & ASSOCIATES  
 Individual Acting: Paula Fletcher  
 Email: law@davidjbrown.co.nz  
 Contact Details:  
 P.O. Box 60 186  
 Titirangi  
 Auckland 0642  
 Ph: 09 817 7591  
 Fax: 09 817 7902

**Email Address for Service of Notices:**  
 (subclause 1.4)

**PURCHASER:**

Contact Details:

**PURCHASER’S LAWYERS:**

Firm:  
 Individual Acting:  
 Email:  
 Contact Details:

**Email Address for Service of Notices:**  
 (subclause 1.4)

**LICENSED REAL ESTATE AGENT:**

Agent’s Name: Austar Realty Limited  
 Manager: Craig Smith  
 Salesperson: Izac Woodall (027 814 4945)  
 Contact Details: izac.woodall@raywhite.com  
 Ph: 09 817 8011  
 titirangi.nz@raywhite.com  
 423 Titirangi Road  
 Titirangi AUCKLAND 0604

## Appendix

### 20.0 ACKNOWLEDGEMENTS AND UNDERTAKINGS

The parties to this contract acknowledge and agree to the following:

1. This contract is unconditional in all respects, and the agent is authorised to release the deposit on cleared funds being confirmed.
2. The Vendor warrants not to exercise their rights of cancellation under clause 4.2, (deposit clause), before 5pm on the second working day after the date of this contract.
3. The Purchaser acknowledges that the LIM report was supplied by the Vendor, and that neither the Vendor, nor their agent, warrants the accuracy of the LIM, and accepts no liability for any errors or omissions in the report.

VENDOR(S) \_\_\_\_\_ PURCHASER(S) \_\_\_\_\_

### 21.0 COVID CLAUSE

The parties acknowledge that the Government may change the Alert Level if there is a change to the public health risks in New Zealand as a result of the Pandemic. Any change to the Alert Level may apply nationally or in specified regions.

21.1 The parties agree that in circumstances where:

1. The Alert Level is increased, either nationally or in the region in which the property is located; and
2. The relevant order made by the Director-General of Health under the Health Act 1956 (or other legislative instrument, if applicable) which gives effect to the Alert Level provides that it would be unlawful for the personal movement associated with settlement to occur; then the date of settlement under this agreement will be deferred to the date that is [five] working days after New Zealand (or, in the case of a regional Alert Level change, the region in which the property is located) enters into an Alert Level where the personal movement associated with settlement is permitted, or to such other date as may be agreed between the parties in writing.

21.2 Neither party will have any claim against the other in relation to the deferral of settlement in accordance with this clause.

## DISCLOSURES – 7 KAURI POINT ROAD

1. The sleep out that is next to 7 Kauri Point Road belongs to 7 Kauri Point Road but is on land owned by 165 Victory Road. We believe there was a verbal agreement between the current tenant/Vendor and 165 Victory Road owners for them to use this piece of land and in return 165 Victory Road uses land at the bottom end of the 7 Kauri Point Road section. There is no legal document to support this and therefore the new owner of 7 Kauri Point road buys the property without this sleepout as part of their property.
2. The property is tenanted. The tenants have been given notice and shall vacate the property by 17 May 2021 as per standard notice period. The property is being sold with the tenants until such time as the tenants find a new rental. The current owner has given the tenants the option of moving out without the standard notice period should they find another rental.
3. We have received a call from the owner of 165 Victory Road saying that she is planning to have the property surveyed sometime in the future as she is entertaining the idea of subdividing. Pending the result of the survey, she may or may not need the sleep out to be removed.



# CONSENT BY PURCHASER PRIOR TO ENTRY INTO CONTRACTUAL DOCUMENT

PROPERTY ADDRESS: 7 Kauri Point Road, Laingholm

## CONSENTS

I/We as Purchaser(s) of the above property hereby acknowledge that prior to entering into and signing the Agreement for Sale and Purchase \ Tender \ Auction Agreement that:-

1. I/We were given a copy of an Approved Guide issued by the Real Estate Agents Authority; and in house complaints procedure.
2. I/We then entered into the Agreement for Sale and Purchase \ Tender \ Auction Agreement as Purchaser(s).
3. I/We were advised that neither the Purchaser ( nor any party associated with the Purchaser ) is an agent or employee of the Real Estate Agent.
4. I/We were advised that we must provide proof to our solicitor of
  - a. A New Zealand Inland Revenue Dept (IRD) Tax number in my/our name.
  - b. A New Zealand Bank account number in my/our name.

I/We further acknowledge that at the time we entered into this Agreement for Sale and Purchase \ Tender \ Auction Agreement we did so freely and voluntarily, without any influence or duress, and we confirm that we were offered the right of legal advice before entering into the same.

\_\_\_\_\_ / \_\_\_\_\_ [ Purchaser Initials ]

## DISCLOSURES ( Agent to delete if not relevant )

Relationship Disclosure I/We acknowledge that any relationship that may exist or existed between the Vendor ( or any party associated with the Vendor ) and the Agent, was disclosed to us prior to entering into and signing the Agreement for Sale and Purchase\ Tender \ Auction Agreement.

Multi-Offer I/We further acknowledge that if we are entering into a multiple offer situation for the purchase of the property that we were advised of the terms upon which we may enter into the multiple offer situation, that it should be our best offer, and that we may be unsuccessful if our offer is not accepted.

Further Disclosures I/We acknowledge that the following matters ( if any ) were specifically disclosed to us prior to entering into and signing the Agreement for Sale and Purchase\ Tender \ Auction Agreement.

Refer to disclosure document

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SIGNED

**Purchaser:** \_\_\_\_\_ **Date:**        /        /20        at        am/pm

**Purchaser:** \_\_\_\_\_ **Date:**        /        /20        at        am/pm

**Agent:** \_\_\_\_\_ **Date:**        /        /20        at        am/pm



# Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at  
7 Kauri Point Road, Laingholm \_\_\_\_\_ (property).

Purchaser Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Solicitor: \_\_\_\_\_  
(Name) (Firm)

## Overseas Investment Act:

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

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

## AUCTIONS

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

## Customer Due Diligence:

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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



## What is 7 Kauri Point Road Worth to You?

### Method of Sale:

An AUCTION has been chosen by our vendors as their method of choice. I know for buyers that choosing a method without a price can pose challenges, similar to price by negotiation these methods allow the current market to determine the final sale price. To help you with deciding what 7 Kauri Point Road is worth to you, we have included recent sales from the area.

### Our Property Owner:

The Owners are genuinely motivated to sell their property and move on to the next stage in their property journey. Your feedback in what YOU would pay for their property is valuable as it will help them to determine what their property is worth. A property is worth what someone will pay for it.

### Determining Value:

Deciding what you would pay to make this home yours is largely subjective and doesn't lead to a right or wrong answer. It is determined by a number of factors and will change for each person viewing it. Things such as finance, first impressions, value for money, personal circumstances, other properties you have seen, lost out on or made offers on will all help you to determine the price you would be willing to pay to own this home.

### Comparable Sales:

Here are the recent sales which will help in your research. We are very happy to keep in touch with you once a property has sold with the sale price or to chat to you about recent sales in the area if you would like more information. Obviously, as each buyer is different and each property is different so often value is more determined by what the property is worth to a specific buyer.

### Additional information:

You can download the documentation for this property from [www.proagent.co.nz](http://www.proagent.co.nz).

All the best with your research.

# Comparable Sales

**RayWhite**

Prepared for: Interested Buyers

Subject property: 7 Kauri Point Road, Laingholm, Auckland

Prepared on: 3 February 2021

The Real Estate Agents Act requires any recommendation to be supported by an analysis of sold properties that are deemed comparable. These sold comparable properties have been selected based on their geographical proximity, similarity of their attributes and time of sale.

Sale Price	\$805,000 to \$1,650,000	Median	\$973,500	Mean	\$1,043,030	The median of the properties listed below sold 25.34% above the current C.V.
C.V	\$590,000 to \$1,455,000	Median	\$797,500	Mean	\$840,750	

## 18 Tanekaha Road, Titirangi, Auckland

3 🚗 1 🚗



Last Sold	\$820,000 - 22 Jan 21	Land Area	1,915 m <sup>2</sup>
Capital Value	\$730,000 - 01 Jul 17	Floor Area	145 m <sup>2</sup>
Land Value	\$440,000 - 01 Jul 17	Roof	Tile Profile
Improvements	\$290,000	Walls	Mixed Material
Land Use	Residence	Building Age	Mixed/Remod

## 6 Brownie Road, Laingholm, Auckland

4 🚗 2 🚗 2 🚗



Last Sold	\$985,000 - 18 Jan 21	Land Area	825 m <sup>2</sup>
Capital Value	\$770,000 - 01 Jul 17	Floor Area	182 m <sup>2</sup>
Land Value	\$310,000 - 01 Jul 17	Roof	Tile Profile
Improvements	\$460,000	Walls	Fibre Cement
Land Use	Residence	Building Age	1970-1979

## 55 Warner Park Avenue, Laingholm, Auckland

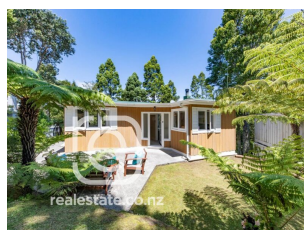
3 🚗 2 🚗 2 🚗



Last Sold	\$1,050,000 - 22 Dec 20	Land Area	1,199 m <sup>2</sup>
Capital Value	\$920,000 - 01 Jul 17	Floor Area	210 m <sup>2</sup>
Land Value	\$310,000 - 01 Jul 17	Roof	Steel/G-Iron
Improvements	\$610,000	Walls	Wood (incl Weatherboard)
Land Use	Residence	Building Age	1990-1999

## 5 Arama Avenue, Titirangi, Auckland

2 🚗 1 🚗 2 🚗



Last Sold	\$950,000 - 21 Dec 20	Land Area	1,090 m <sup>2</sup>
Capital Value	\$650,000 - 01 Jul 17	Floor Area	80 m <sup>2</sup>
Land Value	\$430,000 - 01 Jul 17	Roof	Steel/G-Iron
Improvements	\$220,000	Walls	Steel/G-Iron
Land Use	Residence	Building Age	1950-1959

# Comparable Sales

**RayWhite**

Prepared for: Interested Buyers

Subject property: 7 Kauri Point Road, Laingholm, Auckland

Prepared on: 3 February 2021

## 35 Landing Road, Titirangi, Auckland

3 🚗 2 🚶 2 🚲

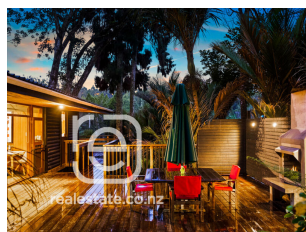


Last Sold	\$1,251,000 - 21 Dec 20
Capital Value	\$1,090,000 - 01 Jul 17
Land Value	\$670,000 - 01 Jul 17
Improvements	\$420,000
Land Use	Residence

Land Area	5,155 m <sup>2</sup>
Floor Area	120 m <sup>2</sup>
Roof	Steel/G-Iron
Walls	Wood (incl Weatherboard)
Building Age	1990-1999

## 24 Mahoe Road, Titirangi, Auckland

3 🚗 1 🚶 1 🚲



Last Sold	\$805,000 - 16 Dec 20
Capital Value	\$590,000 - 01 Jul 17
Land Value	\$410,000 - 01 Jul 17
Improvements	\$180,000
Land Use	Residence

Land Area	1,138 m <sup>2</sup>
Floor Area	70 m <sup>2</sup>
Roof	Steel/G-Iron
Walls	Wood (incl Weatherboard)
Building Age	1970-1979

## 47 Arapito Road, Titirangi, Auckland

3 🚗 1 🚶 2 🚲



Last Sold	\$962,000 - 12 Dec 20
Capital Value	\$845,000 - 01 Jul 17
Land Value	\$540,000 - 01 Jul 17
Improvements	\$305,000
Land Use	Residence

Land Area	1,341 m <sup>2</sup>
Floor Area	108 m <sup>2</sup>
Roof	Steel/G-Iron
Walls	Wood (incl Weatherboard)
Building Age	1990-1999

## 34 Grendon Road, Titirangi, Auckland

3 🚗 2 🚶 4 🚲

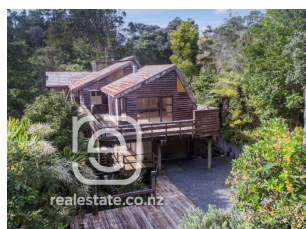


Last Sold	\$1,250,000 - 11 Dec 20
Capital Value	\$920,000 - 01 Jul 17
Land Value	\$500,000 - 01 Jul 17
Improvements	\$420,000
Land Use	Residence

Land Area	1,920 m <sup>2</sup>
Floor Area	170 m <sup>2</sup>
Roof	Steel/G-Iron
Walls	Mixed Material
Building Age	1960-1969

## 48 Tinopai Road, Titirangi, Auckland

3 🚗 2 🚶 3 🚲



Last Sold	\$876,000 - 11 Dec 20
Capital Value	\$855,000 - 01 Jul 17
Land Value	\$490,000 - 01 Jul 17
Improvements	\$365,000
Land Use	Residence

Land Area	1,203 m <sup>2</sup>
Floor Area	180 m <sup>2</sup>
Roof	Tile Profile
Walls	Wood (incl Weatherboard)
Building Age	1970-1979

# Comparable Sales

**RayWhite**

Prepared for: Interested Buyers

Subject property: 7 Kauri Point Road, Laingholm, Auckland

Prepared on: 3 February 2021

## 195 Victory Road, Laingholm, Auckland

3 🚗 1 🏠 1 🚗



Last Sold \$938,100 - 10 Dec 20  
Capital Value \$780,000 - 01 Jul 17  
Land Value \$575,000 - 01 Jul 17  
Improvements \$205,000  
Land Use Residence

Land Area 3,439 m<sup>2</sup>  
Floor Area 110 m<sup>2</sup>  
Roof Steel/G-Iron  
Walls Wood (incl Weatherboard)  
Building Age 1970-1979

## 85 Waima Crescent, Titirangi, Auckland

3 🚗 1 🏠 5 🚗

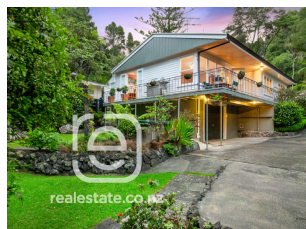


Last Sold \$917,500 - 09 Dec 20  
Capital Value \$745,000 - 01 Jul 17  
Land Value \$350,000 - 01 Jul 17  
Improvements \$395,000  
Land Use Residence

Land Area 1,012 m<sup>2</sup>  
Floor Area 210 m<sup>2</sup>  
Roof Steel/G-Iron  
Walls Wood (incl Weatherboard)  
Building Age 1970-1979

## 15 Sylvan Valley Avenue, Titirangi, Auckland

3 🚗 1 🏠



Last Sold \$1,105,000 - 08 Dec 20  
Capital Value \$810,000 - 01 Jul 17  
Land Value \$330,000 - 01 Jul 17  
Improvements \$480,000  
Land Use Residence

Land Area 1,320 m<sup>2</sup>  
Floor Area 122 m<sup>2</sup>  
Roof Steel/G-Iron  
Walls Wood (incl Weatherboard)  
Building Age 1960-1969

## 478 Huia Road, Laingholm, Auckland

3 🚗 2 🏠 1 🚗



Last Sold \$955,000 - 04 Dec 20  
Capital Value \$950,000 - 01 Jul 17  
Land Value \$310,000 - 01 Jul 17  
Improvements \$640,000  
Land Use Residence

Land Area 921 m<sup>2</sup>  
Floor Area 170 m<sup>2</sup>  
Roof Steel/G-Iron  
Walls Wood (incl Weatherboard)  
Building Age 1990-1999

## 1 Grovelands Way, Titirangi, Auckland

3 🚗 1 🏠 4 🚗



Last Sold \$1,200,000 - 28 Nov 20  
Capital Value \$880,000 - 01 Jul 17  
Land Value \$440,000 - 01 Jul 17  
Improvements \$440,000  
Land Use Residence

Land Area 1,158 m<sup>2</sup>  
Floor Area 140 m<sup>2</sup>  
Roof Tile Profile  
Walls Wood (incl Weatherboard)  
Building Age Mixed/Remod



# Comparable Sales

**RayWhite**

Prepared for: Interested Buyers

Subject property: 7 Kauri Point Road, Laingholm, Auckland

Prepared on: 3 February 2021

## 29 Kauri Point Road, Laingholm, Auckland

3 🚗 1 🏠 1 🚗



Last Sold	\$932,000 - 19 Nov 20
Capital Value	\$800,000 - 01 Jul 17
Land Value	\$380,000 - 01 Jul 17
Improvements	\$420,000
Land Use	Residential

Land Area	1,014 m <sup>2</sup>
Floor Area	100 m <sup>2</sup>
Roof	Steel/G-Iron
Walls	Concrete
Building Age	1960-1969

## 9 Tainui Road, Titirangi, Auckland

3 🚗 1 🏠



Last Sold	\$1,213,000 - 17 Nov 20
Capital Value	\$795,000 - 01 Jul 17
Land Value	\$375,000 - 01 Jul 17
Improvements	\$420,000
Land Use	Residence
Land Area	1,029 m <sup>2</sup>

Floor Area	110 m <sup>2</sup>
Roof	Tile Profile
Walls	Brick
Building Age	Prior to 1920 - exact age unknown

## 28 Arapito Road, Titirangi, Auckland

3 🚗 2 🏠 2 🚗



Last Sold	\$1,650,000 - 13 Nov 20
Capital Value	\$1,455,000 - 01 Jul 17
Land Value	\$770,000 - 01 Jul 17
Improvements	\$685,000
Land Use	Residence

Land Area	1,351 m <sup>2</sup>
Floor Area	231 m <sup>2</sup>
Roof	Steel/G-Iron
Walls	Wood (incl Weatherboard)
Building Age	2000-2009

## 18 Arama Avenue, Titirangi, Auckland

3 🚗 1 🏠 6 🚗



Last Sold	\$1,050,000 - 10 Nov 20
Capital Value	\$755,000 - 01 Jul 17
Land Value	\$650,000 - 01 Jul 17
Improvements	\$105,000
Land Use	Residence
Land Area	1,988 m <sup>2</sup>

Floor Area	120 m <sup>2</sup>
Roof	Steel/G-Iron
Walls	Wood (incl Weatherboard)
Building Age	Prior to 1920 - exact age unknown

## 18 Ngaio Road, Titirangi, Auckland

3 🚗 1 🏠 2 🚗



Last Sold	\$950,000 - 09 Nov 20
Capital Value	\$690,000 - 01 Jul 17
Land Value	\$375,000 - 01 Jul 17
Improvements	\$315,000
Land Use	Residence

Land Area	1,065 m <sup>2</sup>
Floor Area	100 m <sup>2</sup>
Roof	Tile Profile
Walls	Wood (incl Weatherboard)
Building Age	1970-1979



# Buying or selling your property?

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New Zealand Residential  
Property Sale and Purchase  
Agreement Guide

Brought to you by the  
Real Estate Authority



## This guide tells you...

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what a sale and purchase agreement is

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what's in a sale and purchase agreement

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what happens after you sign the sale and purchase agreement

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what happens if you have a problem

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where to go for more information





# About settled.govt.nz and the Real Estate Authority

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

Buying or selling your home is a big move and one of the biggest financial decisions Kiwis 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. It'll help you feel more in control and help to get you settled. You can find information about the risks, how they can impact you, and get useful tips on how to avoid some of the major potential problems.

You'll learn your tender from your BBO, your price by negotiation from your auction. 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 (REA). REA is the independent government agency that regulates the New Zealand real estate industry. Our aim is to promote and protect the interests of consumers involved in real estate transactions, and to promote a high standard of professionalism and service in the industry.



For more information on home buying and selling, visit [settled.govt.nz](https://settled.govt.nz) or email [info@settled.govt.nz](mailto:info@settled.govt.nz)

To find out more about REA visit [rea.govt.nz](https://rea.govt.nz), call us on **0800 367 7322** or email us at [info@rea.govt.nz](mailto:info@rea.govt.nz)



# Key things to know about sale and purchase agreements

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- 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.
- You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate the conditions in a sale and purchase agreement.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- The real estate agent is working for the seller of the property but must treat the buyer fairly.
- If your agent or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you an independent registered valuation of your property.

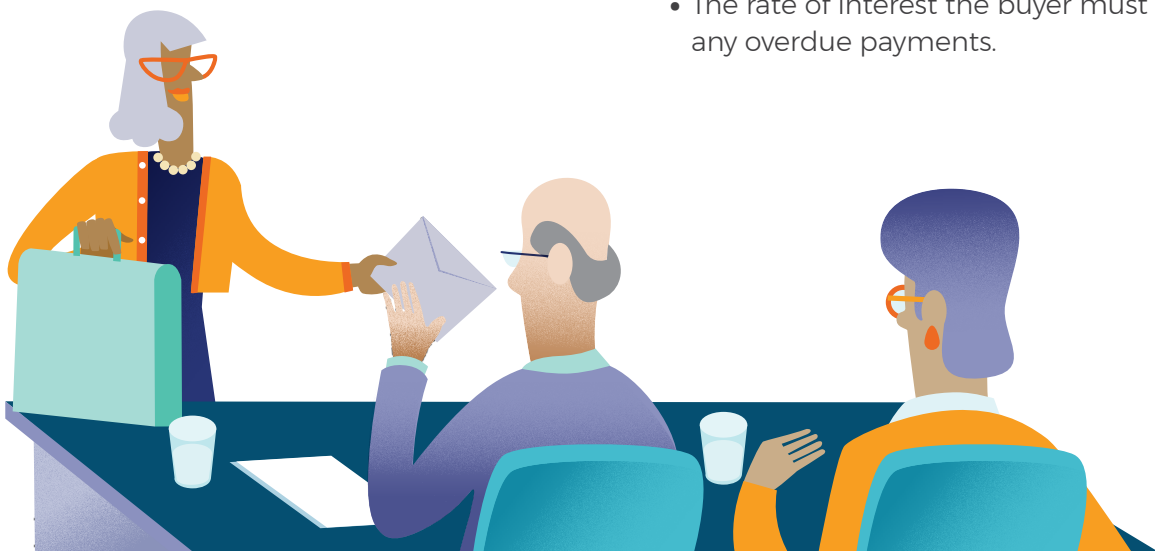
# What a sale and purchase agreement is

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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 and the settlement date.

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

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



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

# What's in a sale and purchase agreement

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Your sale and purchase agreement should include the following things.

## Basic details of the sale

- 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 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.

## 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
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs
- 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.

Your lawyer will explain these clauses to you.

## 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 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



The agent helps the buyer and the seller to include the conditions they each want. Even though the agent works for the seller, they also have to deal fairly and honestly with the buyer. They can't withhold any information, and they must tell the buyer about any known defects with the property.

Your agent will probably use the agreement for sale and purchase approved by the Auckland District Law Society and the Real Estate Institute of New Zealand.

- 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
- builder's report – to determine the condition of the building
- 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.

# What happens after you sign the sale and purchase agreement

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

## 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.

The buyer pays the deposit. Depending on what the agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. Usually the deposit is held in the agency's trust account for 10 working days before it is 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.

## Payment of a commission

Once the sale is complete, the seller pays the agent for their services. The agent or 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 agent cannot ask the buyer to pay for their services if they have been hired by the seller.

## The buyer pays the rest

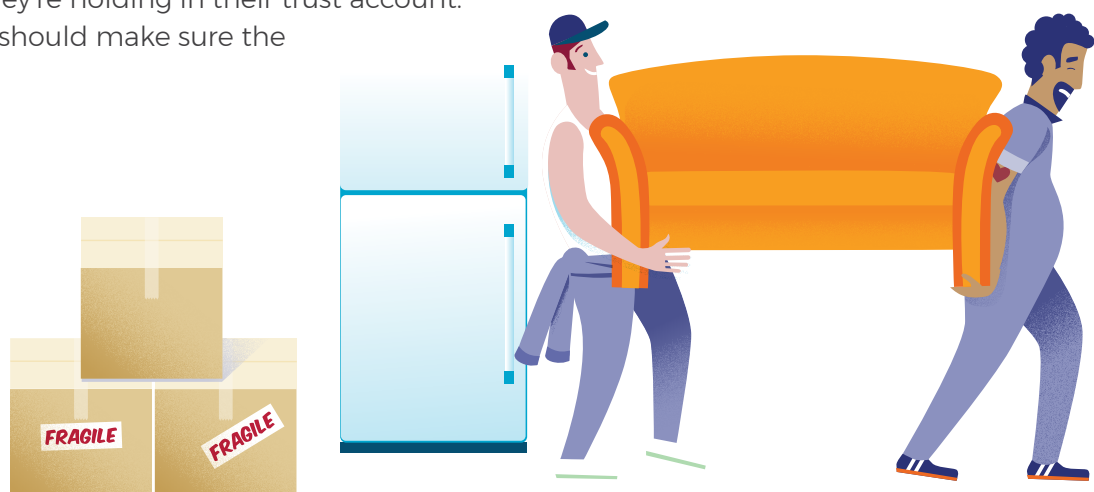
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

## Buying a tenanted property

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

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 you're worried about the behaviour of your agent, discuss it with them or their manager. All agencies must have in-house procedures for resolving complaints.

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

<sup>\*</sup> Settled.govt.nz is brought to you by REA.

Call us on  
0800 367 7322,  
email us at  
[info@rea.govt.nz](mailto:info@rea.govt.nz)  
or visit us  
online at  
[rea.govt.nz](http://rea.govt.nz)



## Where to go for more information

You can get more help and information from various places.

### Read more about buying and selling a property at [settled.govt.nz](http://settled.govt.nz)

[Settled.govt.nz](http://settled.govt.nz) provides comprehensive independent information and guidance for home buyers and sellers.

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](http://settled.govt.nz). The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres  
[communitylaw.org.nz](http://communitylaw.org.nz)

Citizens Advice Bureau  
[cab.org.nz](http://cab.org.nz)

Consumer Protection  
(Ministry of Business, Innovation and Employment)  
[consumerprotection.govt.nz](http://consumerprotection.govt.nz)

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](http://rea.govt.nz).





# Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012

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## Important note

The Real Estate Authority (REA) is the operating name of the Real Estate Agents Authority (REAA).

Please note that this publication uses the legal name 'Real Estate Agents Authority (REAA)' due to a requirement to maintain consistency with legislation.

## Rules

These Rules make up the Real Estate Agents Authority code of professional conduct and client care. The Rules were made by the Authority and notified in the New Zealand Gazette.<sup>1</sup> The rules set minimum standards of conduct and client care that licensees are required to meet when carrying out real estate agency work and dealing with clients.

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<sup>1</sup> Pursuant to section 14 of the Real Estate Agents Act 2008, the Real Estate Agents Authority, with the approval of the Minister of Justice given in accordance with section 17 of that Act, and after consultation in accordance with section 16 of that Act, makes the following rules.

## 1 Title

These rules are the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012.

## 2 Commencement

These rules come into force on 8 April 2013.

## 3 Scope and objectives

- 3.1 These practice rules setting out a code of professional conduct and client care have been prepared by the Real Estate Agents Authority (**the Authority**). They constitute the Professional Conduct and Client Care Rules required by section 14 of the Real Estate Agents Act 2008.
- 3.2 These practice rules set out the standard of conduct and client care that agents, branch managers, and salespersons (collectively referred to **as licensees**) are required to meet when carrying out real estate agency work and dealing with clients.
- 3.3 These practice rules are not an exhaustive statement of the conduct expected of licensees. They set minimum standards that licensees must observe and are a reference point for discipline. A charge of misconduct or unsatisfactory conduct may be brought and dealt with despite the charge not being based on a breach of any specific rule.
- 3.4 These practice rules must be read in conjunction with the Act and regulations, and do not repeat duties and obligations that are included in the Act or regulations.

## 4 Interpretation

- 4.1 In these rules,—
- **Act** means the Real Estate Agents Act 2008.
  - **customer** means a person who is a party or potential party to a transaction and excludes a prospective client and a client.

- **prospective client** means a person who is considering or intending to enter into an agency agreement with an agent to carry out real estate agency work.
- **regulations** means regulations made pursuant to the Act.

- 4.2 Unless the context otherwise requires, terms used in these rules have the same meaning as in the Act.

## 5 Standards of professional competence

- 5.1 A licensee must exercise skill, care, competence, and diligence at all times when carrying out real estate agency work.
- 5.2 A licensee must have a sound knowledge of the Act, regulations, rules issued by the Authority (including these rules), and other legislation relevant to real estate agency work.

## 6 Standards of professional conduct

- 6.1 A licensee must comply with fiduciary obligations to the licensee's client.
- 6.2 A licensee must act in good faith and deal fairly with all parties engaged in a transaction.
- 6.3 A licensee must not engage in any conduct likely to bring the industry into disrepute.
- 6.4 A licensee must not mislead a customer or client, nor provide false information, nor withhold information that should by law or in fairness be provided to a customer or client.

## 7 Duty to report misconduct or unsatisfactory conduct

- 7.1 A licensee who has reasonable grounds to suspect that another licensee has been guilty of unsatisfactory conduct<sup>1</sup> may make a report to the Authority.
- 7.2 A licensee who has reasonable grounds to suspect that another licensee has been

<sup>1</sup> Unsatisfactory conduct is defined in the Act: see section 72.

guilty of misconduct<sup>2</sup> must make a report to the Authority.

- 7.3 A licensee must not use, or threaten to use, the complaints or disciplinary process for an improper purpose.
- 7.4 If a licensee learns that a person is committing an offence by undertaking real estate agency work without a licence, the licensee must immediately report the matter to the Authority.

## 8 Duties and obligations of agents

### Promoting awareness of rules

- 8.1 An agent who is operating as a business must display these rules prominently in the public area of each office or branch, and provide access to them on every website maintained by the agent for the purposes of the business.
- 8.2 A licensee must make these rules available to any person on request.

### Supervision and management of salespersons

- 8.3 An agent who is operating as a business must ensure that all salespersons employed or engaged by the agent are properly supervised and managed.<sup>3</sup>

### Ensuring knowledge of regulatory framework and promoting continuing education

- 8.4 An agent who is operating as a business must ensure that all licensees employed or engaged by the agent have a sound knowledge of the Act, regulations, rules issued by the Authority (including these rules), and other legislation relevant to real estate agency work.
- 8.5 An agent who is operating as a business must ensure that licensees employed or engaged by the agent are aware of and have the opportunity to undertake any continuing education required by the Authority.

## 9 Client and customer care

### General

- 9.1 A licensee must act in the best interests of a client and act in accordance with the client's instructions unless to do so would be contrary to law.
- 9.2 A licensee must not engage in any conduct that would put a prospective client, client, or customer under undue or unfair pressure.
- 9.3 A licensee must communicate regularly and in a timely manner and keep the client well informed of matters relevant to the client's interest, unless otherwise instructed by the client.
- 9.4 A licensee must not mislead customers as to the price expectations of the client.
- 9.5 A licensee must take due care to—
  - (a) ensure the security of land and every business in respect of which the licensee is carrying out real estate agency work; and
  - (b) avoid risks of damage that may arise from customers, or clients that are not the owner of the land or business, accessing the land or business.
- 9.6 Unless authorised by a client, through an agency agreement, a licensee must not offer or market any land or business, including by putting details on any website or by placing a sign on the property.

### Agency agreements and contractual documents

- 9.7 Before a prospective client, client, or customer signs an agency agreement, a sale and purchase agreement, or other contractual document, a licensee must—
  - (a) recommend that the person seek legal advice; and
  - (b) ensure that the person is aware that he or she can, and may need to, seek technical or other advice and information; and
  - (c) allow that person a reasonable opportunity to obtain the advice referred to in paragraphs (a) and (b).

<sup>2</sup> Misconduct is defined in the Act: see section 73.

<sup>3</sup> The Act defines what is meant by a salesperson being properly supervised and managed by an agent or a branch manager for the purposes of section 50 of the Act: see section 50(2).

- 9.8** A licensee must not take advantage of a prospective client's, client's, or customer's inability to understand relevant documents where such inability is reasonably apparent.
- 9.9** A licensee must not submit an agency agreement or a sale and purchase agreement or other contractual document to any person for signature unless all material particulars have been inserted into or attached to the document.
- 9.10** A licensee must explain to a prospective client that if he or she enters into or has already entered into other agency agreements, he or she could be liable to pay full commission to more than 1 agent in the event that a transaction is concluded.
- 9.11** On notice of cancellation of an agency agreement being given or received by the agent under the agreement, the agent must advise the client, in writing, of the name of each customer (if any) in respect of whom the agent would claim a commission, were the customer to conclude a transaction with the client.
- 9.12** An agent must not impose conditions on a client through an agency agreement that are not reasonably necessary to protect the interests of the agent.
- 9.13** When authorised by a client to incur expenses, a licensee must seek to obtain the best value for the client.

#### Conflicts of interest

- 9.14** A licensee must not act in a capacity that would attract more than 1 commission in the same transaction.
- 9.15** A licensee must not engage in business or professional activity other than real estate agency work where the business or activity would, or could reasonably be expected to, compromise the discharge of the licensee's obligations.

#### Confidentiality

- 9.16** A licensee must not use information that is confidential to a client for the benefit of any other person or of the licensee.

- 9.17** A licensee must not disclose confidential personal information relating to a client unless—
- the client consents in writing; or
  - disclosure is necessary to answer or defend any complaint, claim, allegation, or proceedings against the licensee by the client; or
  - the licensee is required by law to disclose the information; or
  - the disclosure is consistent with the information privacy principles in section 6 of the Privacy Act 1993.
- 9.18** Where a licensee discloses information under rule 9.17(b), (c) or (d), it may be only to the appropriate person or entity and only to the extent necessary for the permitted purpose.

## 10 Client and customer care for sellers' agents

- 10.1** This rule applies to an agent (and any licensee employed or engaged by the agent) who is entering, or has entered, into an agency agreement with a client for the grant, sale, or other disposal of land or a business.

#### Appraisals and pricing

- 10.2** An appraisal of land or a business must—
- be provided in writing to a client by a licensee; and
  - realistically reflect current market conditions; and
  - be supported by comparable information on sales of similar land in similar locations or businesses.
- 10.3** Where no directly comparable or semi-comparable sales data exists, a licensee must explain this, in writing, to a client.
- 10.4** An advertised price must clearly reflect the pricing expectations agreed with the client.

#### Relationship between prospective client's choices about how to sell and licensee's benefits

- 10.5** Before a prospective client signs an agency agreement, the licensee must explain to the prospective client how choices that the prospective client may make about how to sell or otherwise dispose of his or her land or business could impact on the individual benefits that the licensee may receive.

#### Agency agreements

- 10.6** Before a prospective client signs an agency agreement, a licensee must explain to the prospective client and set out in writing—
- the conditions under which commission must be paid and how commission is calculated, including an estimated cost (actual \$ amount) of commission payable by the client, based on the appraisal provided under rule 10.2;
  - when the agency agreement ends;
  - how the land or business will be marketed and advertised, including any additional expenses that such advertising and marketing will incur;
  - that the client is not obliged to agree to the additional expenses referred to in rule 10.6(c);
  - that further information on agency agreements and contractual documents is available from the Authority and how to access this information.

#### Disclosure of defects

- 10.7** A licensee is not required to discover hidden or underlying defects in land but must disclose known defects to a customer. Where it would appear likely to a reasonably competent licensee that land may be subject to hidden or underlying defects<sup>4</sup>, a licensee must either—
- obtain confirmation from the client, supported by evidence or expert advice, that the land in question is not subject to defect;
- or

- ensure that a customer is informed of any significant potential risk so that the customer can seek expert advice if the customer so chooses.

- 10.8** A licensee must not continue to act for a client who directs that information of the type referred to in rule 10.7 be withheld.

#### Advertising and marketing

- 10.9** A licensee must not advertise any land or business on terms that are different from those authorised by the client.

#### Contractual documentation and record keeping

- 10.10** A licensee must submit to the client all offers concerning the grant, sale, or other disposal of any land or business, provided that such offers are in writing.
- 10.11** If a licensee is employed or engaged by an agent, the licensee must provide the agent with a copy of every written offer that the licensee submits.
- 10.12** An agent must retain, for a period of 12 months, a copy of every written offer submitted. This rule applies regardless of whether the offer was submitted by the agent or by a licensee employed or engaged by the agent and regardless of whether the offer resulted in a transaction.

## 11 Client and customer care for buyers' agents

- 11.1** This rule applies where an agency agreement authorising an agent to undertake real estate agency work for a client in respect of the purchase or other acquisition of land or a business on the client's behalf (a buyer's agency agreement) is being entered into, or has been entered into.
- 11.2** Before a prospective client signs a buyer's agency agreement, a licensee must explain to the prospective client and set out in writing —

<sup>4</sup> For example, houses built within a particular period of time, and of particular materials, are or may be at risk of weathertightness problems. A licensee could reasonably be expected to know of this risk (whether or not a seller directly discloses any weathertightness problems). While a customer is expected to inquire into risks regarding a property and to undertake the necessary inspections and seek advice, the licensee must not simply rely on caveat emptor. This example is provided by way of guidance only and does not limit the range of issues to be taken into account under rule 10.7.

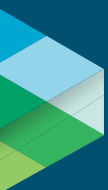
- (a) the conditions under which commission must be paid and how commission is calculated, including an estimated cost (actual \$ amount) of commission payable by the client, based on the average of the estimated price range of the land or business that the client is seeking to purchase:
  - (b) when the agency agreement ends:
  - (c) any additional services that the licensee will provide, or arrange for the provision of, on the client's behalf and the expenses relating to those services payable by the client:
  - (d) that the client is not obliged to agree to the additional expenses referred to in rule 11.2(c):
  - (e) that further information on agency agreements and contractual documents is available from the Authority and how to access this information.
- 11.3** A licensee must not undertake real estate agency work with customers, or other licensees, on terms that are different from those that are authorised by the client on whose behalf the licensee is carrying out real estate agency work.
- 11.4** A licensee must submit all offers that the licensee is instructed by the client to make concerning the purchase or acquisition of any land or business, provided that such offers are in writing.
- 11.5** If a licensee is employed or engaged by an agent, the licensee must provide the agent with a copy of every written offer that the licensee submits.
- 11.6** An agent must retain, for a period of 12 months, a copy of every written offer submitted. This rule applies regardless of whether the offer was submitted by the agent or by a licensee employed or engaged by the agent and regardless of whether the offer resulted in a transaction.

## 12 Information about complaints

- 12.1** An agent must develop and maintain written in-house procedures for dealing with complaints and dispute resolution. A copy of these procedures must be available to clients and consumers.
- 12.2** A licensee must ensure that prospective clients and customers are aware of these procedures before they enter into any contractual agreements.
- 12.3** A licensee must also ensure that prospective clients, clients, and customers are aware that they may access the Authority's complaints process without first using the in-house procedures; and that any use of the in-house procedures does not preclude their making a complaint to the Authority.
- 12.4** A licensee employed or engaged by an agent must advise the agent within 10 working days of becoming aware of—
- (a) any complaint made to the Authority against them, the decision of the Complaints Assessment Committee made in respect of that complaint, and any order made by the Committee in respect of that complaint; and
  - (b) if the matter proceeds to the Tribunal, the decision of the Tribunal in respect of the matter, and any order made by the Tribunal in respect of the matter.
- 12.5** If a licensee was employed or engaged by a different agent at the time of the conduct relevant to the complaint referred to in rule 12.4, the licensee must also provide the information referred to in rule 12.4(a) and (b) to that agent within 10 working days of becoming aware of the complaint.

## 13 Revocation

The Real Estate Agents Act (Professional Conduct and Client Care) Rules 2009 (SR 2009/304) are revoked.



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Wellington 6146, New Zealand  
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Email [info@rea.govt.nz](mailto:info@rea.govt.nz)

[rea.govt.nz](http://rea.govt.nz)

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