

15 Pooks Road Ranui





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




R. W. Muir
Registrar-General
of Land

Identifier **NA137A/7**
Land Registration District **North Auckland**
Date Issued 31 August 2001

STATEMENT OF PASSING OVER INFORMATION:

This information has been supplied to us by a third party. Accordingly, the Vendor and Austar 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 Austar 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

NA123D/425

Estate Fee Simple
Area 199 square metres more or less
Legal Description Lot 6 Deposited Plan 208792

Registered Owners

Sophia Naomi Julia de Fossard

Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Land Covenant in Transfer D381252.6 - produced 23.4.1999 at 12.17 pm and entered 7.5.1999 at 9.00 am

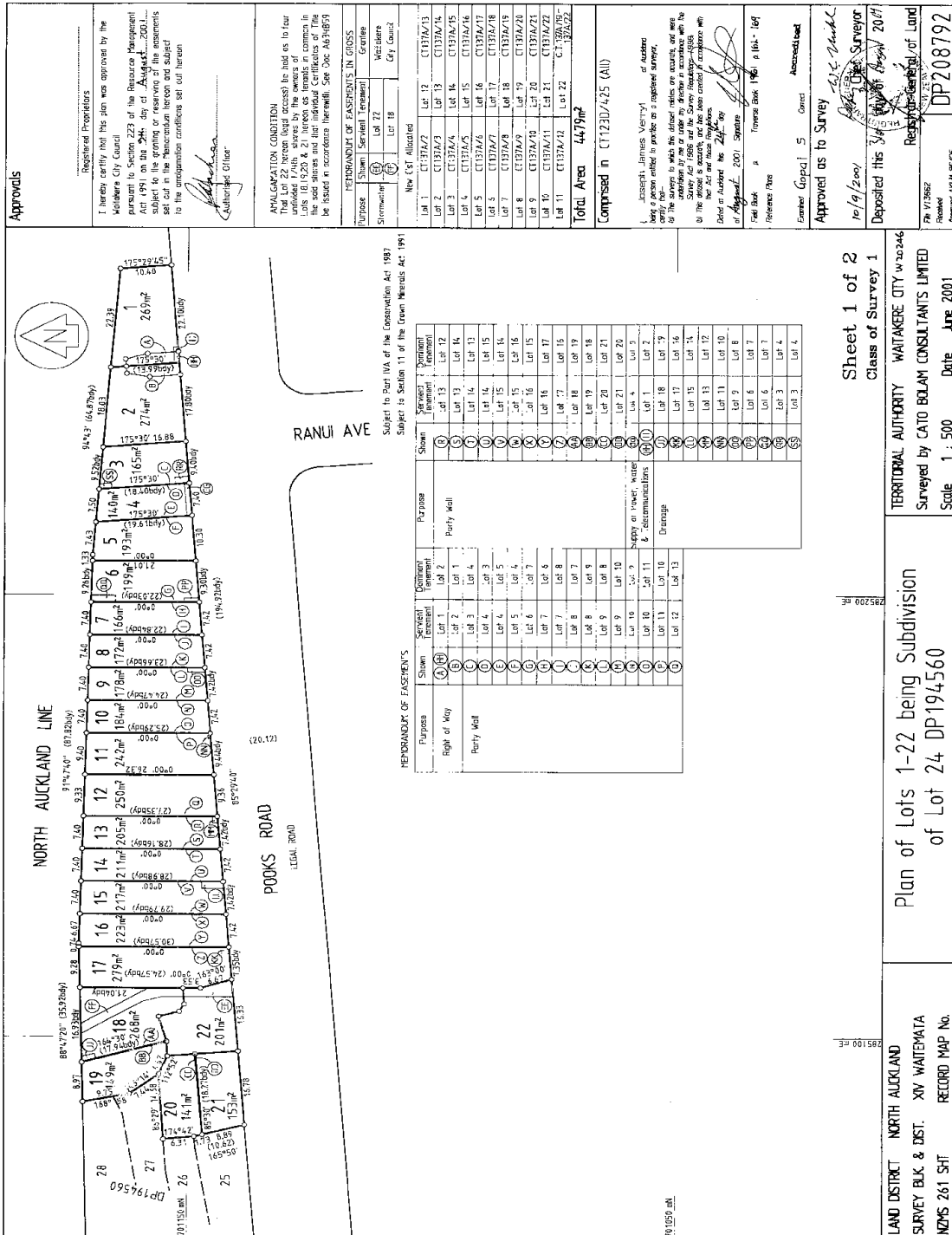
D636391.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 31.8.2001 at 2.02 pm

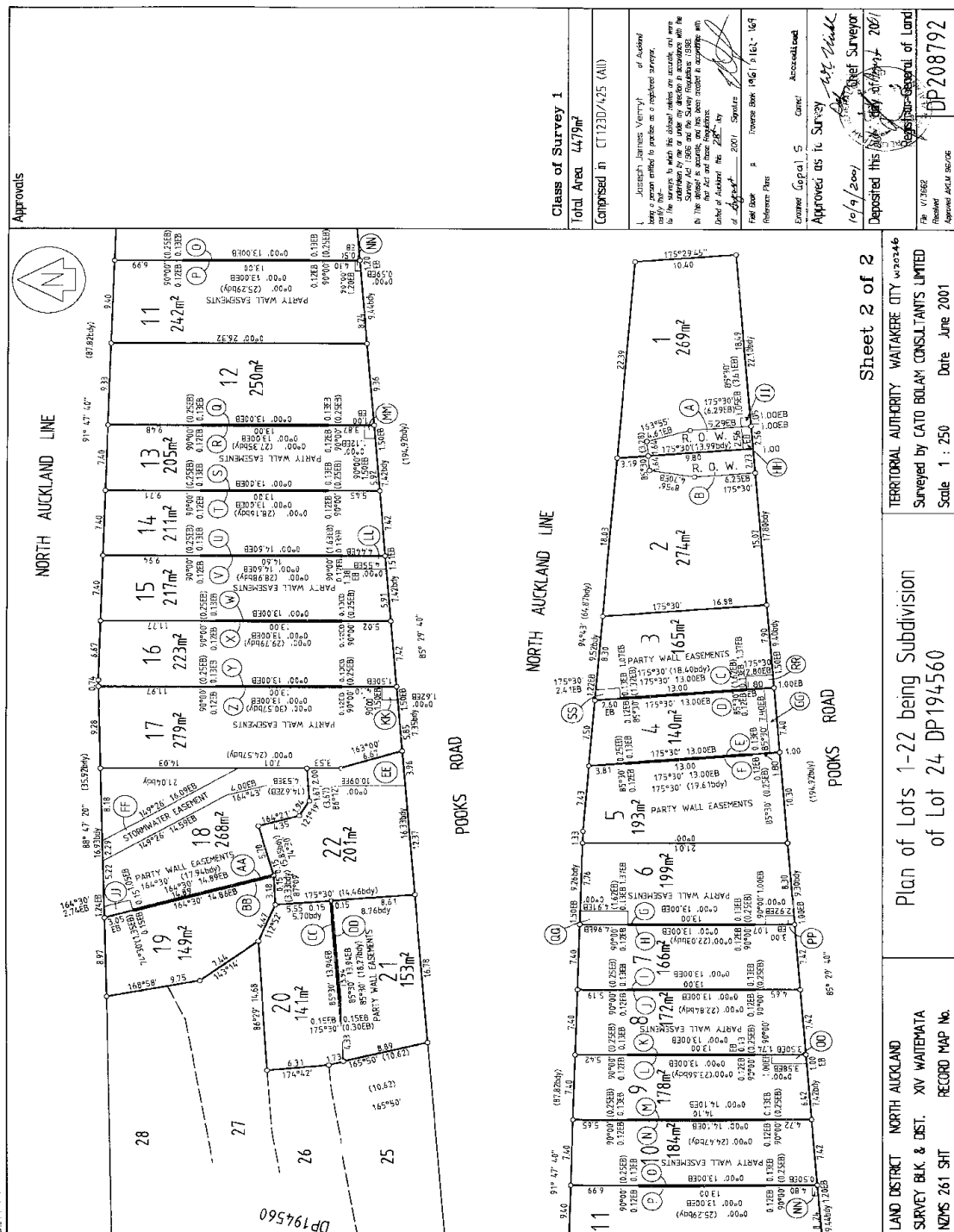
Subject to a party wall right over part marked G and a drainage right over parts marked PP and QQ on DP 208792 specified in Easement Certificate D636391.7 - 31.8.2001 at 2.02 pm

Appurtenant hereto is a party wall right specified in Easement Certificate D636391.7 - 31.8.2001 at 2.02 pm

The easements specified in Easement Certificate D636391.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer D636391.8 - 31.8.2001 at 2.02 pm





D636391.7
EASEMENT CERTIFICATE **EC**



(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We **VENTURE HOMES LIMITED**

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **NORTH AUCKLAND** on the day of under No. **208792** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO. 208792

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
As per annexure page attached				



State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

As per annexure page attached

SCHEDULE
DEPOSITED PLAN 208792

Nature of Easement (e.g., Right of Way, etc)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) Or other Legal Description	Colour, or other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 1	"A" and "HH"	Lot 2	
	Lot 2	"B"	Lot 1	
Party Wall	Lot 3	"C"	Lot 4	
	Lot 4	"D"	Lot 3	
	Lot 4	"E"	Lot 5	
	Lot 5	"F"	Lot 4	
	Lot 6	"G"	Lot 7	
	Lot 7	"H"	Lot 6	
	Lot 7	"I"	Lot 8	
	Lot 8	"J"	Lot 7	
	Lot 8	"K"	Lot 9	
	Lot 9	"L"	Lot 8	
	Lot 9	"M"	Lot 10	
	Lot 10	"N"	Lot 9	
	Lot 10	"O"	Lot 11	
	Lot 11	"P"	Lot 10	
	Lot 12	"Q"	Lot 13	
	Lot 13	"R"	Lot 12	
	Lot 13	"S"	Lot 14	
	Lot 14	"T"	Lot 13	
	Lot 14	"U"	Lot 15	
	Lot 15	"V"	Lot 14	
	Lot 15	"W"	Lot 16	
Supply of Power, Water and Telecommunications	Lot 4	"GG"	Lot 5	
	Lot 1	"HH" and "II"	Lot 2	
Drainage	Lot 18	"JJ"	Lot 19	
	Lot 17	"KK"	Lot 16	
	Lot 15	"LL"	Lot 14	
	Lot 13	"MM"	Lot 12	
	Lot 11	"NN"	Lot 10	
	Lot 9	"OO"	Lot 8	
	Lot 6	"PP"	Lot 7	
	Lot 6	"QQ"	Lot 7	
	Lot 3	"RR"	Lot 4	
	Lot 3	"SS"	Lot 4	

V RK

1. Rights and powers:

Right of Way

The rights and powers implied herein by Section 90D of the Land Transfer Act 1952 are varied as follows:

- (i) They shall be deemed not to include any reference to heavy earth-moving machinery without the consent of all grantees within the meaning of subsection 7 of Section 90A of the Land Transfer Act 1952.

Supply of Power, Water and Telecommunications

The rights and powers of the grantee in respect of the supply of power, water and telecommunications are the same rights and powers as those set out in Clauses 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 as if the words "power, water and telecommunications" were inserted in lieu of the word "water" wherever the same appears in the said Clause 2 as if the words "wires, cables, conduits, pipes and poles" were inserted in lieu of the words "lines of pipes", "pipe or pipes" and "pipeline" wherever the same appears in the said Clause 5.

Drainage (Right to Drain Water)

All the rights and powers of the grantee contained in Clause 3 of the Seventh Schedule of the Land Transfer Act 1952 shall apply.

Party Wall

The registered proprietor for the time being of the fee simple in the dominant tenement on which the party wall (or any part thereof) is situated shall have free and uninterrupted rights and powers:

- (i) to use and enjoy for the purpose of a party wall, that part of the servient tenement shown on Deposited Plan 208792 as part of the site of that party wall and, the portion of the party wall erected thereon;
- (ii) to keep maintain and enjoy the support and enclosure of the structure on the servient tenement now afforded by the party wall and the land upon which it stands;
- (iii) to encroach upon so much of the servient tenement as is now occupied by the party wall;
- (iv) to keep maintain and enjoy the existing foundations and structure of the party wall and any existing extension thereof below the surface of the servient tenement as the same are now;
- (v) at all reasonable times and upon reasonable notice to enter upon the land and premises of the servient tenement with servants agents contractors and workmen and all necessary tools and equipment for the purposes of carrying out any necessary repair renovation or restoration work in respect of the party wall provided that as a condition precedent to the exercise of such right of entry and in carrying out any such work such persons shall take all reasonable steps to interfere

as little as possible with the comfort and convenience of the occupier or occupiers of the servient tenement and shall make good all damage done to the servient tenement and the occupier or occupiers thereof.

2. Terms, conditions, covenants or restrictions in respect of any of the above easements:

- (i) The maintenance, repair and reinstatement of the right of way, power, water, telecommunications and drainage easements shall be borne by and be done at the joint expense of the registered proprietors for the time being of both the dominant and servient tenements in the proportions of one equal part to each tenement.
- (ii) If any maintenance, repair or reinstatement of the right of way, power, water, telecommunications and drainage easements have been rendered necessary by the act, neglect or default of either the owner of the dominant tenement alone (including any tenant, licensee, servant or agent of such owner) or the owner of the servient tenement alone (including any tenant, licensee, servant or agent of such owner) then the party at fault or responsible shall bear the whole cost of such work.
- (iii) The owner of any land upon which any part of any party wall^{is situated} shall not without the prior written consent of the owner of every other piece of land upon which any other part of the party wall is situated, make any addition to the party wall or impose any weight upon it which is likely to strain or damage the party wall or otherwise expose it to risk of damage.
- (iv) The party wall easement shall include an Easement of Support to retain and maintain that part of any wall now or hereafter situated on that part of the servient tenement as is identified as "party wall" on Deposited Plan 208792 and to permit and suffer such wall to support the roof, walls, floors, and structure generally of any building erected or to be erected on the dominant tenement using or supported by the party wall.
- (v) In the event of the party wall being demolished or so damaged as to require demolition for any reason then and only in such case the following provisions shall apply:
 - (aa) The owner of the servient tenement and the owner of the dominant tenement shall jointly proceed with all reasonable speed to build a new party wall in the same place, of the same dimensions and constructed of similar materials to the party wall now existing. The cost thereof shall be borne jointly by both of the said owners except that where the reinstatement work has been rendered necessary by the act neglect or default of either the owner of the dominant tenement alone or the owner of the servient tenement alone then the party at fault or responsible shall bear the whole of the cost thereof.

- (bb) Upon completion of any new party wall so erected the rights powers terms conditions covenants and restrictions herein expressed or implied shall extend mutatis mutandis to apply to such new party wall.
 - (cc) During the period from and after the demolition or damage as aforesaid of the existing party wall until the completion of the new party wall the adjoining premises affected thereby shall be shored up in a proper and tradesmanlike manner and all reasonable steps shall be taken to interfere as little as possible with the comfort and convenience of the occupier or occupiers of the said premises and any damage done thereto shall be made good in all respects at the joint expense of both parties hereto except as aforesaid.
- (vi) In case either party shall neglect or refuse to join with the other in carrying out any work required in respect of the party wall pursuant hereto it shall be lawful for the party who is willing to proceed to serve upon the party who is unwilling to proceed a notice in writing requiring that other party to join in the necessary work and the party giving that notice shall be at liberty after the expiration of one calendar month from the date of the service of such notice to carry out the work and for that purpose to enter into and upon the land and premises of the other party and thereupon do perform and execute all works necessary and the party in default shall pay the party by whom such works have been performed such share of the costs and expenses incurred therein as shall be reasonable in the circumstances together with all the costs of the notice and in case of his failure to make such payment the same may be recovered by action at law.
- (vii) All differences and disputes which may arise between the registered proprietors for the time being of the fee simple in the dominant tenement and the servient tenement touching or concerning these presents or any act or thing to be done suffered or omitted in pursuant hereof or touching or concerning the construction of these presents except as otherwise expressly provided shall be referred to the arbitration of a single arbitrator agreement upon by the parties or failing agreement of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.

rk



2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

As per annexure page attached

Dated this 27th day of August 2001

Signed by the above-named

VENTURE HOMES LIMITED

in the presence of


Witness

Occupation

Address


Rosalie Jane Kennedy
Legal Executive
AUCKLAND

Correct for the purposes of the Land Transfer Act 1952


(Solicitor for) the registered proprietor:



EASEMENT CERTIFICATE

Land Transfer Act 1952

LINZ COPY

Law Firm Acting
BOYLE MATHIESON SOLICITORS HENDERSON

Auckland District Law Society
REF: 4050 /4

2.02 31.AUG01 D 636391.7
PATRICULARS ENTERED
LAND REGISTRY FOR
1370 / 2-22
REGISTRAR GENERAL OF LAND
NEW ZEALAND

This page is for Land Registry Office use only.
(except for "Law Firm Acting")



D636391.3 CONO
IN THE MATTER of a Plan lodged for Deposit
under Number 208792

Pursuant to Section 221 of the Resource Management Act 1991 **THE WAITAKERE CITY COUNCIL HEREBY GIVES NOTICE** that its subdivision consent given in respect of Land Transfer Plan 208792 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Second Schedule hereto with the condition/s set forth in the First Schedule hereto.

FIRST SCHEDULE

The Owner shall not place, erect, construct or permit to remain on any part of the land described in the Second Schedule hereto any residential buildings unless:-

1. The construction of such residential buildings provide for the use of low flow water reduction measures which must include the following:-
 - (a) all taps over hand basins and all showerheads are of a type that limit the flow rate to 9 litres/minute or less;
 - (b) all units/dwellings have showers;
 - (c) all toilets are of a 6/3 litre dual flush type;
2. Upon completion of construction of any residential buildings and/or any alterations made to any existing habitable buildings the Owner shall provide a written report from a registered plumber confirming that all measures mentioned above have been implemented; and
3. All such buildings and/or alterations are constructed in accordance with the above requirements to the satisfaction of the Waitakere City Council.

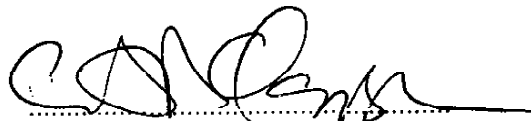
SECOND SCHEDULE

An estate in fee simple in all those parcels of land situated in the North Auckland Registry described as follows:

Area	Lot	D.P.	C.T.
269 m ²	1	208792	137A/2
274 m ²	2	208792	137A/3
165 m ²	3	208792	137A/4
140 m ²	4	208792	137A/5
193 m ²	5	208792	137A/6
199 m ²	6	208792	137A/7
166 m ²	7	208792	137A/8
172 m ²	8	208792	137A/9
178 m ²	9	208792	137A/10
184 m ²	10	208792	137A/11
242 m ²	11	208792	137A/12
250 m ²	12	208792	137A/13
205 m ²	13	208792	137A/14
211 m ²	14	208792	137A/15
217 m ²	15	208792	137A/16
223 m ²	16	208792	137A/17
279 m ²	17	208792	137A/18
268 m ²	18	208792	137A/19
149 m ²	19	208792	137A/20
141 m ²	20	208792	137A/21
153 m ²	21	208792	137A/22

DATED this 23 day of August 2001

SIGNED for and on behalf of
THE WAITAKERE CITY COUNCIL


Resource Planner (Subdivisions)

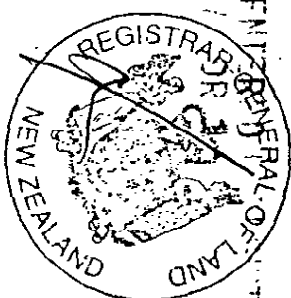
WCC Ref: SPW 20246

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2.02 31.AUG01 D 636391.3

PATRICULARS FINZ
LAND REGISTRAR

1230/025



D381252.6 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

North Auckland

Certificate of Title No. **All or Part?** **Area and legal description — Insert only when part or Stratum, CT**

Refer to First Schedule

Transferor Surnames must be underlined

GREENFIELDS VILLAGE DEVELOPMENTS LIMITED at Auckland (hereinafter called "Transferor")

Transferee Surnames must be underlined

GREENFIELDS VILLAGE DEVELOPMENTS LIMITED at Auckland (hereinafter called "Transferee")

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Fee Simple

Consideration

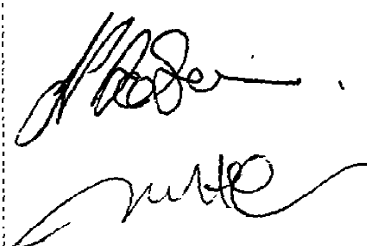
\$1.00 (One dollar)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 31st day of March 19 99

Attestation



Signed in my presence by the Transferor by its Directors John Robin
Signature of Witness HOLMES and John Peter DOBSON

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)



Solicitor for the Transferee

BACKGROUND

- A. The Transferor is registered as Proprietor of an estate in fee simple in those pieces of land described in the First Schedule hereto ("the Land").
- B. It is the Transferor's intention that the Land shall be subject to and have the benefit of a general building scheme applicable to and for the benefit of the Land and that the owners and occupiers for the time being of any part of the Land shall be bound by the stipulations and restrictions set forth in the Second Schedule and that the respective owners and occupiers for the time being of any part of the Land may be able to enforce the observance of the Building Covenants by the owners or occupiers for the time being of any other part of the Land, in equity or otherwise howsoever.

NOW THEREFORE IN PURSUANCE OF THE BACKGROUND and in consideration of the transfer of the Land by the Transferor to the Transferee; the Transferee:

1. **HEREBY COVENANTS** with the Transferor and with each of the respective proprietors from time to time of all of the Land so as to bind all of the Land that the Transferee will henceforth and at all times hereafter observe and perform all the stipulations, restrictions and covenants contained in the Second Schedule hereto to the end and intent that the said stipulations, restrictions and covenants shall forever enure for the benefit of all of the Land and every part of it.
2. **HEREBY COVENANTS** with the Transferor that the Transferee will at all time save harmless and keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches by the Transferee of any of the stipulations, restrictions and covenants contained in this Memorandum of Transfer

- (ii) to the materials, finishes and exterior colours to be used in the construction of the dwelling.

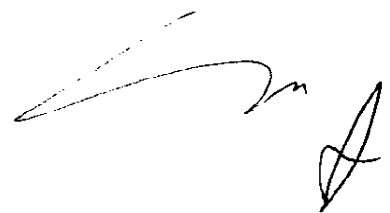
Provided that the Vendor will not unreasonably or arbitrarily withhold approval but approval may be withheld at the sole discretion of the Vendor if the style or standard of materials of the dwelling is in the Vendor's view not consistent with the style or standard of materials of dwellings promoted by the Vendor for Greenfields Village.

- (c) Not permit caravans, motor vehicle bodies, trucks, tractors, earth moving equipment or other equipment of any other kind to be parked, stored or left on the property.
- (d) Not permit or suffer any rubbish to accumulate and/or be placed upon the land, or permit grass and/or weeds to grow in excess of 100mm in height or to become unsightly.

2. **Remedy for Breach of Covenant**

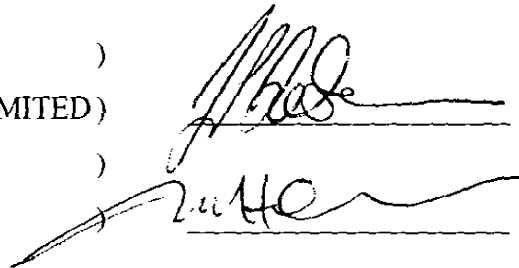
If there shall be any breach or non-observance of any of the foregoing stipulations, restrictions and covenants then without prejudice to any other liability to which the Transferee may be subject, the Transferee will upon written demand made by the Transferor or any of the registered proprietors for the time being of the Land:

- (a) Pay to the person making such demand as liquidated damages the sum of One hundred dollars (\$100.00) per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
- (b) Remedy the breach or non observance of the foregoing stipulations, restrictions and covenants.



PROVIDED ALWAYS that the Transferee and its successors in Title shall be liable only in respect of breaches of the stipulations, restrictions and covenants which occur in respect of any part of the Land while they are the registered proprietor of that part.

Signed for and on behalf of)
GREENFIELDS VILLAGE DEVELOPMENTS LIMITED)
as Transferee by its Directors John Robin Holmes)
and John Peter Dobson)



FIRST SCHEDULE

Lots 24-54 and 58-72 inclusive, Deposited Plan 194560, Certificates of Title
123D/425 - 123D/455 and 123D/457 - 123D/471 inclusive.
(Certificates of Title 123D/426 - 123D/435 inclusive also including undivided one tenth
shares in Lot 83).

SECOND SCHEDULE

1. **Building Covenants**

- (a) Not to construct or permit to be constructed on the property a building incorporating second hand building materials of any kind (except bricks).
- (b) Not during a period of 5 years from the date of this Transfer to commence to erect or permit to be erected or placed on the property any dwelling house without first obtaining the approval of the Vendor:
 - (i) to the plans and specifications for the dwelling (which shall be prepared by a registered architect or architectural draftsman); and



Dated

Page 1

of

Pages

HEREBY CONSENTS

1999

SECRET

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

✓

TRANSFER

Land Transfer Act 1952

PRODUCED
ENTERED

LINZ COPY

12.17 23.APR.99 D 381252.6
9.00 07 MAY 99
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
FOR REGISTRAR - GENERAL OF LAND

123D / 425 - 455
457 - 471



Law Firm Acting
JOHN HOLMES SOLICITOR AUCKLAND

Auckland District Law Society
REF. 4135



12 March 2021

RayWhite

Re: 15 Pooks Road, Ranui

Thank you for your interest in the above property currently listed with us for sale By Negotiation.

We have made available to you the following:

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

15 Pooks Road is 199m² more or less fee simple estate NA137A/7 Lot 6 Deposited Plan 208792.

THINGS WE WANT TO DRAW YOUR ATTENTION TO:

Land Information Memorandum (LIM)

Information on private and public stormwater and sewerage drains	20/8/2003 – Low flow water devices The owner shall not place, erect, construct or permit to remain on any part of the land any residential buildings unless:- (a),,,The construction of such residential buildings provide for the use of low flow water reduction measures which must include the following:- (i),,all taps over hand basins and all showerheads are of a type that limit the flow rate to 9 litres/minute or less; (ii),,all units/dwellings have showers; (iii),,all toilets are of a 6/3 litre dual flush type; (iv),,no in sink waste disposal units are installed; and (b),,,Upon completion of construction of any residential buildings and/or alterations made to any existing habitable buildings the owner shall provide a written report from a registered plumber confirming that all measures mentioned above have been implemented; and (c),,All such buildings and/or alterations are constructed in accordance with the above requirements to the satisfaction of the Auckland Council.
Planning	LUC-1998-1342 Land Use Consent Establish a 75 Unit Medium, Density Housing Development – Granted 27/08/1998 LUC-2001-636 Land Use Consent 21 Unit Medium Density Development – Granted 27/4/2001
Subdivision	SUB-2001-485 Subdivision Consent Stage 2 (previous RMA981469) Lots 1-22 Being a Subdivision of Lot 24 DP 194560 – Granted 23/07/2001

Building	<p>ABA-2001-2072 Consent created to enable Unit 6, 15 Pooks Road to obtain a Code Compliance Certificate separately from all other dwellings on building consent record ABA-2001-2071 (BCO10080267 and BCO10080267-C) – CCC Issued 31/7/2001</p> <p>ABA-2001-2072 6 Residential units – CCC Not Issued 31/7/2001 <i>this has now been satisfied – 21 January 2020 (see attached document)</i></p> <p>Amendment created to remove Unit 6, 15 Pooks Road from historic consent record ABA-2001-2071 (BCO10080267) to obtain a Code Compliance Certificate separately from all other dwellings. Unit 6 now comp</p> <p>BCO10271947 - RBW R3 – Reclad existing dwelling, refurbish existing aluminium joinery, rebuild deck and barrier – CCC Issued 24/6/2019</p>
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We recommend that when purchasing a property, you seek legal advice.

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Regards

Gaston Coma & Bronwyn Scott-Woods



The ProAgent Team

P R E M I E R
MEMBER 19 - 20

Gaston Coma 021 234 3788 | gaston.coma@raywhite.com

Bronwyn Scott-Woods 021 613 632 | bronwyn.scott-woods@raywhite.com

Izac Woodall 027 814 4945 | 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



Applicant	Austar Realty Ltd
LIM address	15 Pooks Road Ranui
Application number	8270294065
Customer Reference	
Date issued	5-Mar-2021
Legal Description	LOT 6 DP 208792
Certificates of title	NA137A/7

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: Low wind speed of 32 m/s

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

The Auckland Council is not aware of any soil issues in relation to this land. 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 or via the property file product services.

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, 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 3604:2011E 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: Unknown or Unassessed Corrosion Zone

Unknown or unassessed - No known information is available relating to these sites. Recommended that specific sites and/or product designed and to consult suppliers information for specific durability requirements.

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.

Effective Date	Description	Details
20/08/2003	Low flow water devices	The owner shall not place, erect, construct or permit to remain on any part of the land any residential buildings unless:- (a),,,The construction of such residential buildings provide for the use of low flow water reduction measures which must include the following:- (i),,all taps over hand basins and all showerheads are of a type that limit the flow rate to 9 litres/minute or less; (ii),,all units/ dwellings have showers; (iii),,all toilets are of a 6/3 litre dual flush type; (iv),,no in sink waste disposal units are installed; and (b),,,Upon completion of construction of any residential buildings and/or alterations made to any existing habitable buildings the owner shall provide a written report from a registered plumber confirming that all measures mentioned above have been implemented; and (c),,All such buildings and/or alterations are constructed in accordance with the above requirements to the satisfaction of the Auckland Council.

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

Billing Number/ Rate Account:	12341935111
Rates levied for the Year 2020/2021 :	\$1,732.84

**Total rates to clear for the current year
(including any arrears and postponed rates):**


\$825.55

The rates figures are provided as at 8 a.m. 05/03/2021. It is strongly advised these are not used for settlement purposes.

Retrofit Your Home Programme

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

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

Planning

15 Pooks Road Ranui

Application No.	Description	Decision	Decision Date
LUC-1998-1342	Land Use Consent Establish a 75 Unit Medium Density Housing Development	Granted	27/08/1998

Application No.	Description	Decision	Decision Date
LUC-2001-636	Land Use Consent 21 Unit Medium Density Development	Granted	27/04/2001

Subdivisions

15 Pooks Road Ranui

Application No.	Description	Decision	Decision Date
SUB-2001-485	Subdivision Consent STAGE 2 (previous RMA981469) LOTS 1-22 Being A Subdivision Of Lot 24 DP 194560	Granted	23/07/2001

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

15 Pooks Road Ranui

Application No.	Description	Issue Date	Status
ABA-2001-2072	Consent created to enable Unit 6, 15 Pooks Road to obtain a Code Compliance Certificate separately from all other dwellings on building consent record ABA-2001-2071 (BCO10080267) and BCO10080267-C	31/07/2001	CCC Issued 21/01/2020 (See Note 2)
ABA-2001-2072 ABA-2001-2072	6 Residential Units Amendment created to remove Unit 6, 15 Pooks Road from historic consent record ABA-2001-2071 (BCO10080267), to obtain a Code Compliance Certificate separately from all other dwellings. Unit 6 now comp	31/07/2001	CCC Not Issued (See Note 3)
BCO10271947	RBW R3 - Reclad existing dwelling, refurbish existing aluminium joinery, rebuild deck and barrier	15/11/2018	CCC Issued 24/06/2019 (See Note 2)

Note	Description
------	-------------

Note	Description
2	Code Compliance Certificate (CCC) for this consent was issued.
3	Consent approved but a final Code Compliance Certificate (CCC) for this consent has not been issued. To obtain a CCC an inspection to confirm compliance with the approved plans and standards may be sought.

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.

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)

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

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

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>

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

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

No information has been notified to Council.

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.

- 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-1998-1342
- Consent Conditions : LUC-2001-636
- As Built Drainage Plan : ABA-2001-2072_Site Drainage Plan

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

Address

15 Pooks Road Ranui

Legal Description

LOT 6 DP 208792

Appeals

Modifications

Zones

Residential - Mixed Housing Urban Zone

Precinct

Controls

Controls: Macroinvertebrate Community Index - Urban

Controls: Stormwater Management Area Control - SWANSON 5 - Flow 2

Overlays

Designations



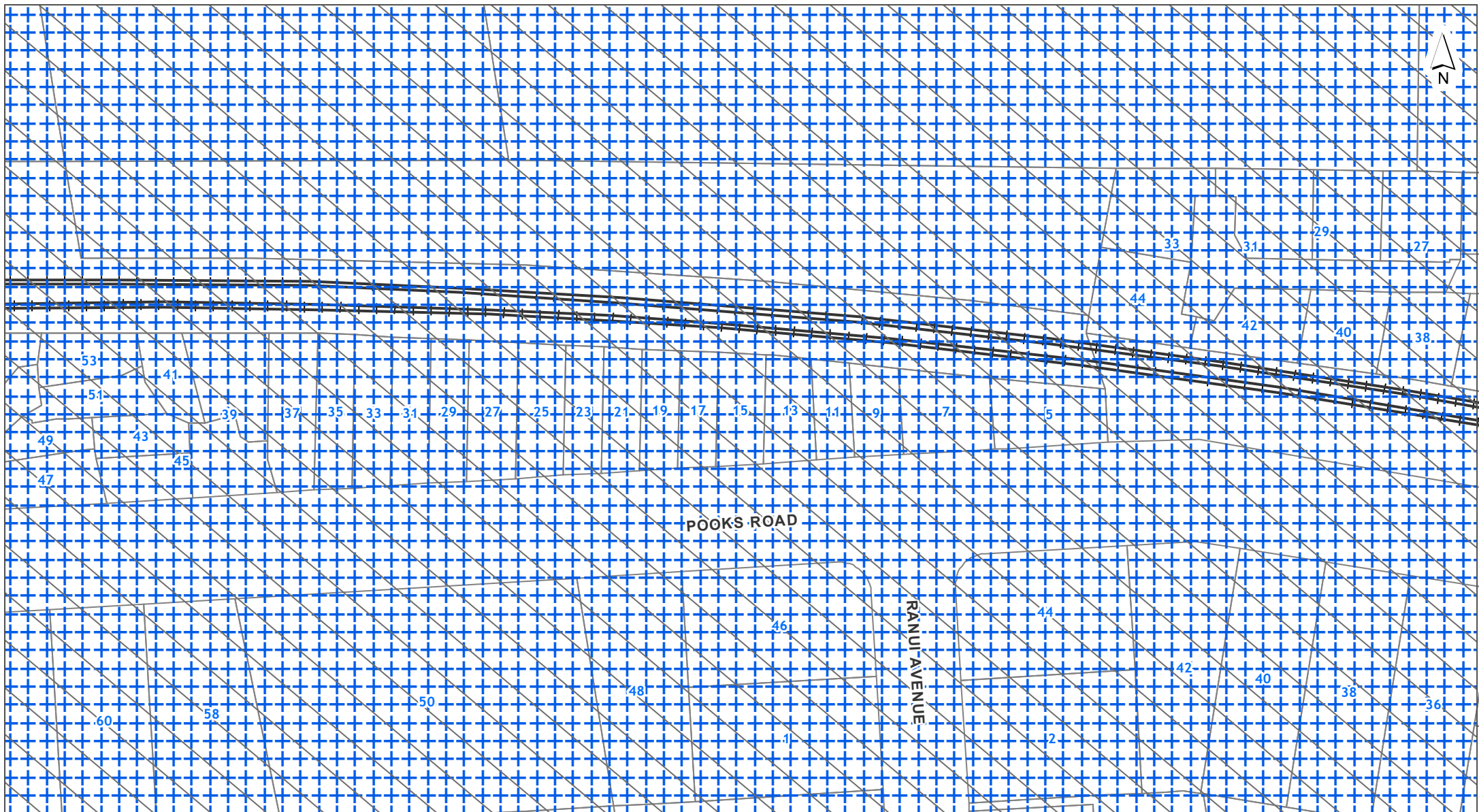
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Built Environment
15 Pooks Road Ranui
LOT 6 DP 208792

0 7 14 21
Meters

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021



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Controls

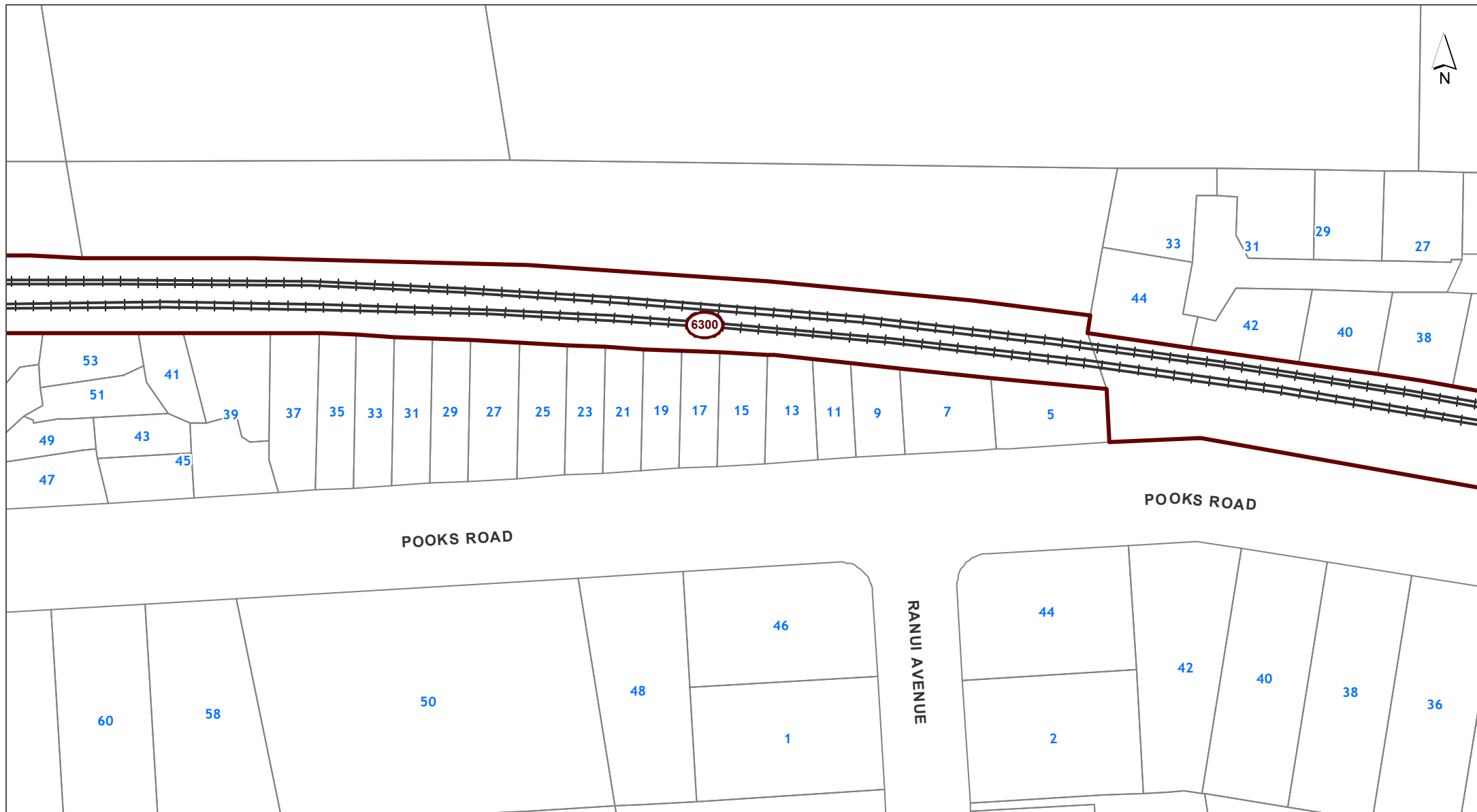
15 Pooks Road Ranui

LOT 6 DP 208792

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Designations**15 Pooks Road Ranui****LOT 6 DP 208792**

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Historic Heritage and Special Character**15 Pooks Road Ranui****LOT 6 DP 208792**

0 7 14 21
Meters

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021



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Infrastructure
15 Pooks Road Ranui
LOT 6 DP 208792

0 7 14 21
Meters

Scale @ A4
= 1:1,000

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Mana Whenua
15 Pooks Road Ranui
LOT 6 DP 208792

0 7 14 21
 Meters

Scale @ A4
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Natural Heritage**15 Pooks Road Ranui****LOT 6 DP 208792**

Scale @ A4
= 1:1,000

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Natural Resources
15 Pooks Road Ranui
LOT 6 DP 208792

0 7 14 21
 Meters

Scale @ A4
 = 1:1,000

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Precincts

15 Pooks Road Ranui

LOT 6 DP 208792

0 7 14 21
Meters

Scale @ A4
= 1:1,000

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Zones and Rural Urban Boundary**15 Pooks Road Ranui****LOT 6 DP 208792**



0 7 14 21
Meters

Scale @ A4
= 1:1,000



Date Printed:
5/03/2021

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]	} Significant Ecological Areas Overlay
	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 Corridor Overlay
	National Grid Substation Corridor	
	National Grid Yard Compromised	
	National Grid Yard Uncompromised	
















Mana Whenua

	Sites & Places of Significance to Mana Whenua Overlay [rcp/dp]
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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	} Regionally Significant Volcanic Viewshafts & Height Sensitive Areas Overlay [rcp/dp]
	Height Sensitive Areas	
	Regionally Significant Volcanic Viewshafts Overlay Contours [i]	
	Locally Significant Volcanic Viewshafts Overlay [rcp/dp]	
	Locally Significant Volcanic Viewshafts Overlay Contours [i]	
	Modified	} Ridgeline Protection Overlay
	Natural	
	Local Public Views Overlay [rcp/dp]	
	Extent of Overlay	} Waitakere Ranges Heritage Area Overlay
	Subdivision Schedule	

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	} Building Frontage Control
	General Commercial Frontage	
	Adjacent to Level Crossings	} Vehicle Access Restriction Control
	General	
	Motorway Interchange Control	
	Centre Fringe Office Control	
	Height Variation Control	
	Parking Variation Control	
	Level Crossings With Sightlines Control	
	Arterial Roads	
	Business Park Zone Office Control	
	Hazardous Facilities	} Emergency Management Area Control
	Infrastructure	
	Macroinvertebrate Community Index	
	Flow 1 [rp]	} Stormwater Management Area Control
	Flow 2 [rp]	
	Subdivision Variation Control	
	Surf Breaks [rcp]	
	Cable Protection Areas Control [rcp]	
	Coastal Inundation 1 per cent AEP Plus 1m Control	

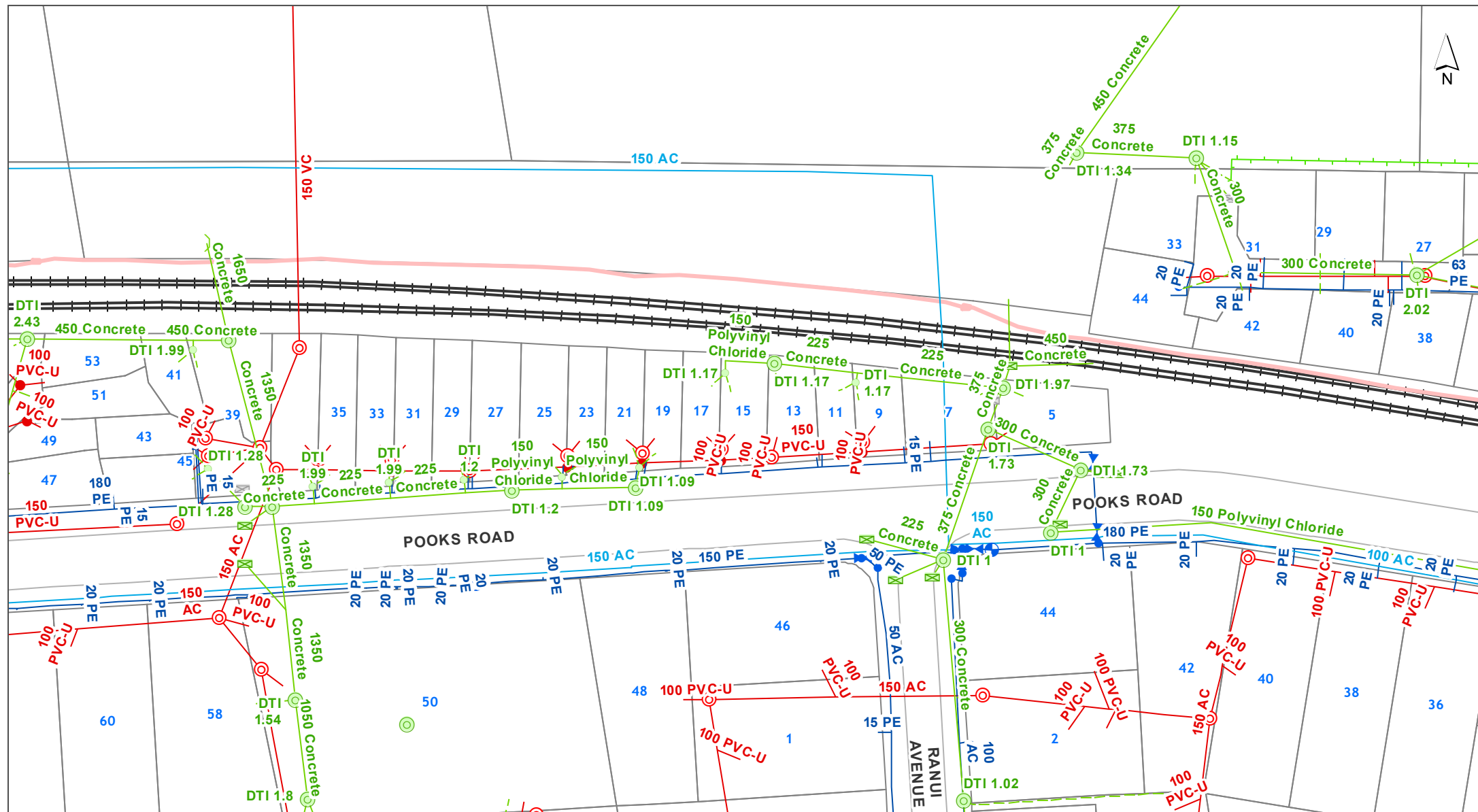
Designations



Designations



Airspace Restriction Designations

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Underground Services**15 Pooks Road Ranui****LOT 6 DP 208792**

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021

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

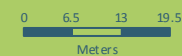
Utilities

	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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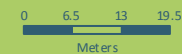
Hazards**15 Pooks Road Ranui****LOT 6 DP 208792**

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021

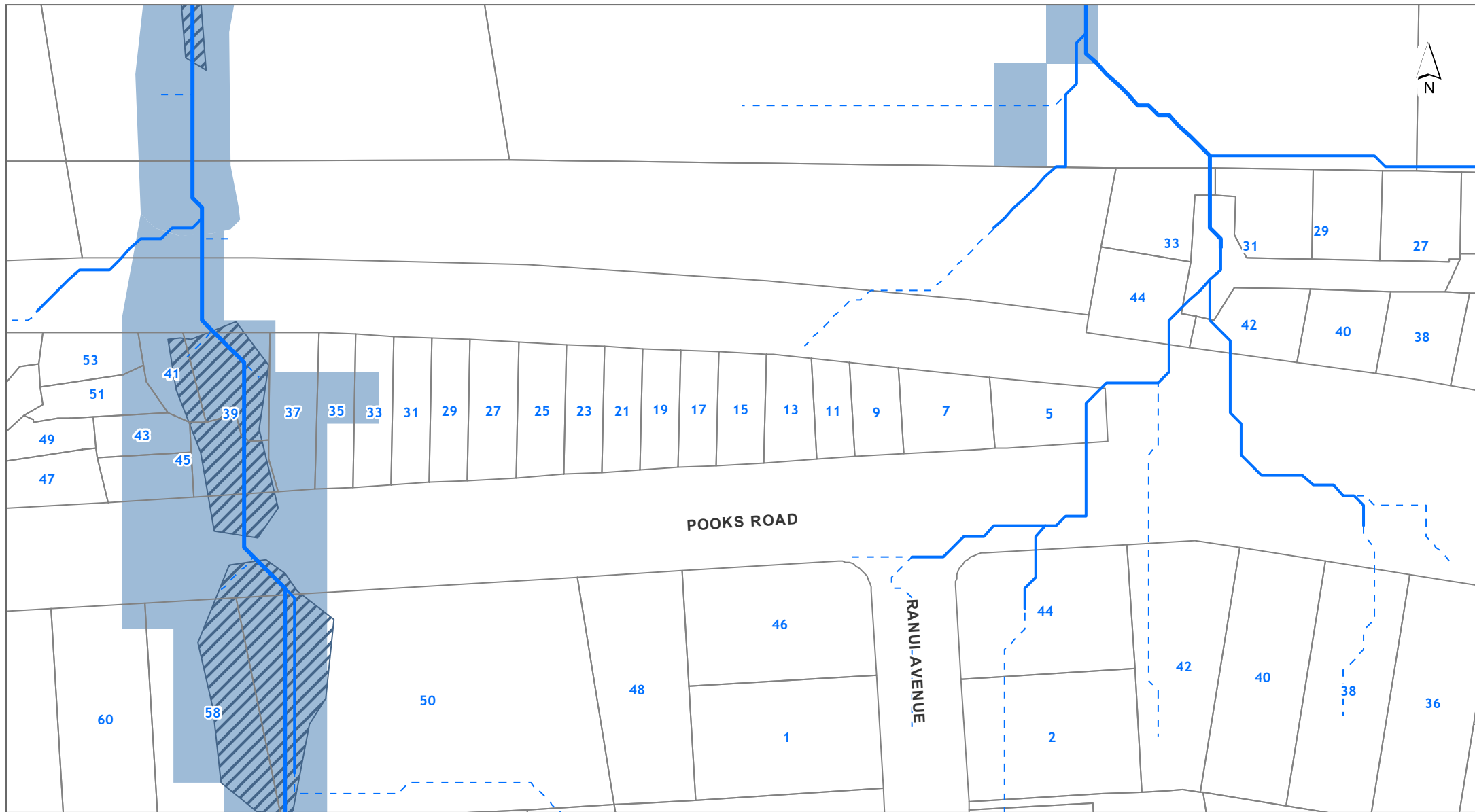
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Natural Hazards - Coastal Inundation**15 Pooks Road Ranui****LOT 6 DP 208792**

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021

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Natural Hazards - Flooding**15 Pooks Road Ranui****LOT 6 DP 208792**

0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021

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Natural Hazards - Sea Spray**15 Pooks Road Ranui****LOT 6 DP 208792**

0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021

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Natural Hazards - Volcanic Cones**15 Pooks Road Ranui****LOT 6 DP 208792**

0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

Date Printed:
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Other

15 Pooks Road Ranui

LOT 6 DP 208792

0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

Date Printed:
5/03/2021
















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 2000m² to 3999 m²
-  Catchment area 4000 m² to 3 Ha
-  Catchment area 3 Ha and above

 1% AEP Flood Plain




 Flood Prone Areas

 Flood Sensitive Areas

 Sea Spray








 Volcanic Cones

Coastal Inundation

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

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

SUMMARY OF PROPOSAL

It is proposed to establish a 75 unit medium density housing development on land that falls within the Living Environment under the Proposed District Plan.

REPORT PREPARED BY: Philip Brown

DATE RECEIVED: 9/6/98

APPLICANT: Greenfields Development Limited

RESOURCE CONSENT NO.: 981342

FILE ADDRESS: 1-123 and 127-175 Pooks Road,
Ranui

WARD: Massey

LEGAL DESCRIPTION: Lots 1 and 2 DP 163702

SITE AREA: 2.3349 ha

TRANSITIONAL PLAN ZONING: Residential 2

SECTION: Waitemata

PROPOSED PLAN: HUMAN ENVIRONMENT: Living
NATURAL AREA: General

ADDRESS FOR SERVICE: C/- Cato Consultants
P.O. Box 21-355
HENDERSON

FURTHER INFORMATION: Yes (received 4 August 1998)

PROPOSAL

The applicant proposes to construct a 75 unit medium density housing development, together with associated earthworks and vegetation removal. Each of the units would contain three bedrooms, living and service areas, and a single garage.

The following table indicates the composition of units within the proposed development:

Unit Type	Number Proposed	Gross Floor Area (inc. garage)
Ag (gable roof)	7	111.1m ²
Ah (hip roof)	8	111.1m ²
Bg (gable roof)	13	109.3m ²
Bh (hip roof)	13	109.3m ²
C	34	114.9m ²
	75	

The development would be comprehensively landscaped, and fences would be erected for privacy.

The density of the proposed units would generally decrease from east to west across the site. The eastern third of the property would accommodate the "village" units which comprise Type C duplex housing. These units would generally splay outwards from a central shared driveway and courtyard area. The balance of the site would comprise single storey units laid out as a duplex or standing alone on their own individual site area. These units would be more conventional in appearance, with hipped or gable roof lines.

Building materials would comprise brick and plaster exterior cladding, with concrete tile roofing. Colour schemes would be varied throughout the development. It is proposed to construct driveway areas with an exposed aggregate surface.

SITE AND NEIGHBOURHOOD DESCRIPTION

The site, which is currently vacant comprises an area of 2.3349 hectares. It is a long, narrow strip of land extending along the northern side of Pooks Road, in Ranui. The northern boundary of the site adjoins the North Auckland railway line. The land is physically separated into two lots by an intervening site at 125 Pooks Road (Lot 1 DP 139020).

The subject site was formerly owned and designated for railway purposes.

On the southern side of Pooks Road exists an established residential neighbourhood. The Airdrie Road industrial area is located to the north of the land, beyond the intervening railway corridor. Ranui Domain is situated to the north-east of the land, again on the northern side of the railway. The Ranui Railway Station is located immediately to the east of the site, and a block of neighbourhood shops is also in close proximity to the land further along Pooks Road to the east.

The land is relatively level, although containing a small central depression within which an open watercourse flows. This small watercourse drains water sourced from a culvert draining northwards below Pooks Road. The westernmost area falls in a westerly direction into the Waimoko Stream gully.

The site is vegetated in a variety of trees and shrubs, including macrocarpas, pines and wattles. There is little in the way of native vegetation, although occasional cabbage trees and small tree ferns are present. The site contains areas of significant weed infestation.

DISTRICT PLAN REQUIREMENTS

The proposed medium density housing development requires resource consent under both the Transitional and Proposed District Plans. In summary, the following consents are required:-

Proposed Plan

Living Environment Rule 2.3 – establishment of medium density housing on land that is located beyond 500m from a railway station (discretionary activity).

Living Environment Rule 2.2 – establishment of medium density housing within 500m of a railway station (limited discretionary activity).

Living Environment Rule 2.2 – establishment of dwellings on a site that has an area of less than 450m² but greater than 350m² (limited discretionary activity).

Subdivision Rule 4.1 – subdivision of land located in the Living Environment where the total area of land to be subdivided exceeds 1 hectare but is less than 3 hectares (limited discretionary activity).

General Natural Area Rule 2.3 – clearance of exotic vegetation exceeding 6m in height and removal of native vegetation exceeding 3m in height (limited discretionary activity).

General Natural Area Rule 3.2 – undertaking of earthworks exceeding 300m³ where those earthworks are associated with a subdivision which requires consent as a limited discretionary activity (limited discretionary activity).

General Natural Area Rule 2.2 – clearance of exotic vegetation under 6m in height, native vegetation under 3m in height, and vegetation species identified in the Removable Plants Appendix, where the combined area of vegetation to be removed exceeds 500m² (controlled activity).

Transitional Plan

Rule 7.2:2 – dwellings where the net unit area of the site is at least 350m² (controlled activity).

Rule 7.2:3 – comprehensive residential developments (discretionary activity).

Rule 7.2:4.4 – earthworks/tree removal (controlled activity).

Rule 5.4:1 – design of subdivision (discretionary activity).

NON-REGULATORY CONSIDERATIONS

Council's Urban Strategy and the draft Auckland Regional Growth Strategy have signalled an intention to accommodate future population growth largely within the existing urban boundaries. One of the key elements of this urban consolidation policy is an encouragement of higher residential densities and mixed use around public transport nodes and town centres. These policies recognise the importance of providing medium density housing within the walkable catchment of transit facilities. Residential accommodation in these locations will provide housing choice, in terms of type and affordability, for a range of people. The ability to walk to public transport terminals reduces the need for car use, and moves toward creating a more sustainable urban fabric.

On this basis, the current proposal is consistent with both the draft Auckland Regional Growth Strategy, and Council's own Urban Strategy.

STATUTORY REQUIREMENTS

As a Discretionary Activity, the proposal requires consent pursuant to the provisions of the Resource Management Act 1991. In particular, section 104 of the Act sets out the matters to be considered when assessing an application for resource consent. Section 104 lists a number of matters to be considered, with the most relevant in this instance being "any actual and potential effects on the environment of allowing the activity", together with "any relevant objectives, policies, rules or other provisions of a plan or proposed plan". The proposed Auckland Regional Policy Statement is also of some relevance in relation to this particular application for resource consent. All considerations under section 104 are subject to Part II of the Act, which sets out the purpose and principles of the legislation.

In this instance, the application has been processed on a non-notified basis in accordance with the provisions of section 94(2) of the Act. Specifically, the proposal would generate no more than minor adverse effects on the environment, and it is not considered that any body or person would be adversely affected by the granting of consent. The Chairs of the Environmental Management Committee, the Hearings Special Committee, and the District Plan Committee were consulted in relation to the issue of public notification prior to reaching a decision under section 94. Their conclusion was that the requirements of section 94 were satisfied and that the application could be processed on a non-notified basis. This is consistent with the findings of the author of this environmental assessment report.

Issues relating to notification stem largely from the Transitional Plan, as the medium density component of the development would be considered as a Limited Discretionary Activity under the Proposed Plan, which expressly states that Limited Discretionary Activities will not be notified and written approvals would not be required.

ENVIRONMENTAL ASSESSMENT

The Proposed District Plan has been formulated with an "effects based" emphasis. Consideration of the proposed development in relation to each of the Plan's assessment criteria would ensure that all of the relevant matters contained in section 104 of the Act have been addressed. The assessment criteria of the Proposed Plan also cover the issues arising from consideration of the assessment criteria of the Transitional District Plan.

Medium Density Housing

The following assessment considers the proposed development in relation to each of the medium density housing design elements:

Design and Location of Structures (Design Element A)

Units within the proposed development have been designed with facades and streetscape elements that are adequately articulated and detailed to create visual interest. The design of the units, incorporating overhanging gables and pillars associated with the entranceways will enhance the relationship of units to the street.

None of the units would have high fences or gates between the front of the house and Pooks Road or the private access lots. This would assist in creating an attractive and open streetscape. Large blank building facades within the development would be avoided through sufficient detailing with windows and architectural elements to ensure visual interest. In addition, the impact of side walls of units when viewed from the street would be minimised due to the angled orientation of the medium density village relative to the street. Potential problems with integration of medium density housing

into established residential communities would largely be avoided in this instance, given the separation distances to existing residences, and the industrial character of land to the north. Furthermore, the character of the residential development that is proposed would be reasonably consistent with existing housing form in the locality.

An issue of concern has arisen during the design of this development in relation to the potential dominance of garage doors within the "village" component of the proposed development. Whilst not ideal, this has been remedied to an acceptable level through orientation of buildings and design elements that tend to emphasise the front door of the unit relative to the garage. It is also recognised that the narrow nature of the site imposes constraints that would make alternative layouts of units, that might better address this issue, difficult to achieve.

Site Layout (Design Element B)

The nature of the site and surrounding land uses mean that connections through the land are not practicable. In particular, the existence of the North Auckland railway to the north of the land prevents any connection in this direction. The narrow nature of the site also prevents any internal roading.

The shape and orientation of the site make it ideal for creating units which have a strong relationship with the road to the south of the site, yet provide private outdoor space with a northerly orientation. This site layout would ensure that all units would have adequate levels of sunlight entering private open space.

An issue exists in relation to a need to attenuate noise that will emanate from the railway, and potentially from industrial activities located further to the north of the site. Railway noise in particular may have serious implications for amenity and enjoyment for future residents unless it is adequately dealt with at this stage. As such, an acoustic engineer's report will be required attesting to the ability of the units to adequately attenuate potential train noise to a level where at least sleep protection is guaranteed. In addition, a fence should be constructed along the entire northern boundary to an acoustic standard. This would ensure that train noise within outdoor areas was kept to a reasonable level.

The "village" units at the eastern end of the site would be laid out in a fan-like arrangement which would present a more spacious and less regimented appearance for the units. This would be further assisted through proposed landscape planting.

Building Location (Design Element C)

The Proposed Plan requires that dwellings should be set back from the road frontage at a distance which is appropriate to ensure the efficient use of the site, the comfort of residents, and that an attractive streetscape character is created or retained. In this instance proposed building setbacks are considered to be appropriate to the location and circumstances, and would contribute toward the creation of an attractive and safe public street.

As the land is physically separated from existing residential areas, issues relating to loss of privacy for established housing would not arise in this instance.

A significant number of dwellings within the proposed development would be linked with a common building wall, which would maximise the efficient use of the site. The proposed orientation of the units would ensure that sunlight admission would be available to main living spaces and outdoor open space.

Impermeable surfaces over the site as a whole would be consistent with the 65% level which is considered to be acceptable under the Proposed Plan, and accordingly the relevant assessment criterion can be satisfied.

Visual and Acoustic Privacy (Design Element D)

The proposal incorporates the establishment of screen fencing between private outdoor space and habitable rooms which, together with landscape planting, would ensure adequate privacy between adjoining units.

The internal layout of contiguous units would be such that bedrooms and living rooms of one dwelling would generally be located adjacent to the equivalent rooms in the adjoining dwelling. This design feature would assist with creating reasonable acoustic privacy. In addition, the construction method would utilise materials with poor sound transmission characteristics, in accordance with Building Code requirements. Plumbing for each dwelling should be fully self contained, in order to avoid the possibility of noise nuisance arising from operation of drainage systems.

Carparking and Vehicle Access (Design Element E)

Each unit would be provided with one on-site carparking space. Some additional parking would be available for certain units in a stacked manner in front of garages. Beyond the bounds of the site there would be overflow parking available, in kerbside locations. In this respect, the applicant proposes to create a number of recessed parking bays clear of the Pooks Road carriageway. It is intended that these parking bays would be either cobbled or surfaced with exposed aggregate concrete. Overall, parking provision would be adequate.

Kerbside parking would be relatively well lit through the existing and proposed placement of street lighting, which would enhance security.

Vehicle manoeuvring within the proposed development would be satisfactory.

Open Space (Design Element F)

All houses within the development would be provided with an area of private open space, located adjacent to the main living area of the unit, and generally oriented to maximise sunlight admission. In terms of area, the private outdoor space as indicated on the plans submitted with the development would be suitably proportional to the size of the units. The Ranui Domain is situated to the north-east of the site, and this large area of open space could be utilised by future residents to supplement their on-site recreational areas.

A small number of the units would have outdoor areas that would abut the Pooks Road boundary of the site. In these instances, it is important that fencing be of a semi-permeable design, augmented with landscape planting for a reasonable level of privacy, and that such fencing be limited only to the extent of the living court area.

Dwelling Entry (Design Element G)

The plans provided for the proposed units indicate that the entry for each unit would be clearly visible from the street, would provide a degree of shelter, and would create a sense of personal address. Provision for lighting of dwelling entries is also an important issue, which would be addressed through a condition of consent which would require lighting details to be provided within an amended landscape treatment plan.

The application contains elements which will reinforce the dwelling entry, including defined footpath paving, and overhanging gable and pillar.

Site Facilities (Design Element H)

Details of mailbox locations, meter boxes, exterior lighting and outside taps will need to be provided on an amended landscape plan. The locations of these facilities will need to be to the satisfaction of the Planning Manager.

Landscape Treatment (Design Element I)

The applicant has provided an indicative landscape plan with the application. In considering the merits of the submitted landscape treatment plan, Council is looking for planting arrangements that would enhance privacy, integrate the proposed development into the surrounding area, and create an aesthetically pleasing environment. Unfortunately, the site itself is devoid of significant vegetation, so the proposed development would create its own landscaping theme.

Council's landscape architect (Design Planner) has assessed the plan submitted and suggested a number of minor amendments and further details that should be provided on an amended landscape treatment plan. A condition of consent would require that the amended landscape plan is provided, approved and implemented prior to the occupation of any associated unit on the site.

Subdivision Consent

In addition to consent for the medium density housing component of the proposal, application is also sought for a concurrent subdivision consent. This requires assessment and consideration of the Greenfields subdivision criteria from the District Plan. Because the application provides details of the ultimate land use in addition to a request to subdivide, many of the subdivision assessment criteria are not of great relevance. Furthermore a number of the assessment criteria deal with technical or engineering matters which would be addressed in detail through the engineering plan approval process that would follow subdivision consent.

However there remain several matters which are raised through the criteria which are of relevance in this instance. Assessment of proposed earthworks and vegetation clearance is also required in relation to the relevant assessment criteria.

The relevant assessment criteria, together with comments are as follows:-

4(a) The extent to which the *subdivision design* and likely future development made possible by the *subdivision* will adversely affect the overall resilience, biodiversity and integrity of the *Green Network*.

The site on which the proposed medium density housing development would be constructed is entirely located within the General Natural Area. At present, it is vegetated with a variety of weeds and exotic trees, and a small number of native species. Removal of this vegetation will be required in order to facilitate development on the site, and it is not anticipated that there would be significant adverse effects associated with this vegetation clearance. Once the development is completed, the site would be comprehensively landscaped which would assist in providing a partially vegetated appearance and potential habitats for flora and fauna.

4(e) The extent to which *proposed sites* enable efficient provision of *infrastructure*.

The increased density which is an integral part of the proposed development brings with it efficiencies in the provision of infrastructure. This would provide long term benefits to the community through reduced maintenance and replacement costs. Financial contributions are required in order to undertake necessary upgrading of existing infrastructure. These would be imposed as conditions of consent.

4(g) The extent to which the *subdivision design* minimises necessity for *earthworks*, avoids development on flood plains and encourages *on-site* water retention.

The proposed subdivision would require relatively minimal earthworks, which would be undertaken in order to re-contour the site to suitable grades for residential development. These earthworks would not be substantial given the relatively level grades that comprise the majority of the land. Overall, the natural landform would largely be maintained. Sediment control measures would be imposed through conditions of consent, and a separate resource consent for sediment control would also be required from the Auckland Regional Council.

A stormwater detention pond would be constructed within lot 55 in order to mitigate the effects of stormwater flows.

4(r) The extent to which the *road reserve width and road alignment* allows for the safe and efficient movement of pedestrians, cyclists and motor vehicles, parked vehicles, and for the provision of *infrastructure and planting*.

The northern side of Pooks Road is currently without kerb and channel, with stormwater drainage comprising an open channel. In addition there is no footpath on this side of the road at the present time.

The proposed development would create a footpath along the entire frontage of the site and would construct kerb and channel finish to the road carriageway. In addition, it is proposed to construct recessed parking bays clear of the carriageway and reinstate an existing bus stop. Overall, these improvements would assist with the safe and efficient movement of pedestrians, cyclists and motor vehicles.

It is also noted that the applicant is negotiating with Power New Zealand in order to relocate the existing overhead power lines into an underground location. If these negotiations reach a successful outcome, then the visual amenity of this area would be significantly enhanced.

District Plan Policy

The medium density housing approach contained within the Proposed District Plan is an important strand in the bundle of policy initiatives that comprise the City's Urban Consolidation Policy. The consolidation strategy adopted by the Council is a co-ordinated package of methods designed to develop sustainable land use patterns. The policy is more than simply an urban fence. It recognises that the pattern of activities within the urban area are as important as the location and extent of peripheral development in dealing with the impacts of urban activities on the environment.

The consolidation strategy and changing economic and social trends will bring with it increased pressure on the existing urban area to accommodate future population growth. Urban intensification has occurred at a moderate rate over the last three decades, predominantly through infill housing. It is now apparent however that increasing pressure for density within the urban area cannot be accommodated through infill housing alone, at least not without significantly compromising urban amenity values and character.

The medium density housing approach comprised within the Proposed Plan encourages medium density housing around town centres, railway stations and major transport routes. It is anticipated that this nodal approach will improve the viability of passenger transport, assist in reducing impacts on air and water from motor vehicles by reducing trip lengths and trip numbers, sustain and support existing town centres, and provide housing choice and a more vibrant urban environment.

In providing for urban consolidation through use of medium density housing, it is imperative that careful management and attention should be given to the quality of the environment created, so as not to undermine the amenity and character of existing urban areas. In response to this issue the Plan includes a comprehensive set of assessment criteria for evaluating the design of medium density housing proposals.

It is considered that the previous environmental assessment has demonstrated that the objectives and policies of the Proposed Plan relating to residential development have been met by the proposal. The proposed development is consistent with the policy of urban consolidation within the urban areas of the city whilst at the same time ensuring that any adverse impact on the amenity values and neighbourhood character of the area is minimised. It would also create an urban form which is supportive of public transport, insofar as the increased population density within close proximity to the railway station is likely to increase patronage on trains. This would have consequential benefits in slowing increases in traffic congestion on roading networks.

Contained within the need to generally increase densities throughout the city is also an objective to increase the range and choice of housing options available in the city. Changing demographic patterns and household structures have led to a need for a more varied choice of housing types than is currently available in the existing city form. The proposed development would offer a choice of housing types within the neighbourhood without adversely affecting the amenities or character of the area. This is consistent with the objectives and policies of both District Plans.

Proposed Auckland Regional Policy Statement

It is considered that the proposal is also consistent with the objectives and policies of the Proposed Regional Policy Statement.

These policies and objectives promote the policy of urban consolidation and containment. Urban development should take place within defined urban limits, and should maintain or enhance amenity values within the existing urban area.

As within the Waitakere City Proposed District Plan, urban intensification is encouraged around town centres and along transport corridors.

Purpose and Principles of the Resource Management Act 1991

The proposed development would be consistent with sections 5, 6 and 7 of the Resource Management Act 1991. These sections require that resources must be sustainably managed in such a way that any adverse effects on the environment can be avoided or remedied and amenity values and the quality of the environment are to be maintained and enhanced.

In particular this proposal is concerned with the sustainable management of a resource - land - in such a way that it helps to avoid inappropriate use and subdivision of the city's outstanding landscapes, ie the Waitakere Ranges and coastline by consolidating urban development within the urban area. At the same time it would ensure that the quality of the environment and amenity values of the neighbourhood are maintained.

Vacant land within the existing urban area, particularly in close proximity to a public transport terminal, is a finite resource that should be used efficiently. The achievement of higher residential densities on such land would be consistent with the purpose and principles of the Act.

Monitoring

The performance of the activities authorised under this consent will be subject to Council's standard monitoring procedures. These procedures include a scheduled inspection to ascertain compliance with conditions of consent, together with periodic inspections as and when required to establish whether conditions are being complied with on an ongoing basis. In particular, Council's Environmental Monitoring Officer would be checking to ensure that landscaping has been completed and maintained in accordance with the amended and approved landscape treatment plan, and that the units have been constructed in accordance with the plans submitted.

Conclusion

The proposed medium density housing development would achieve the overall objectives and policies of the Proposed Plan, and would satisfy the medium density housing criteria.

Whilst the proposed development would represent a change for the neighbourhood in which it would be established, it is considered that the amenity values and character of this community would not be significantly compromised.

As a consent authority established under the Resource Management Act, Council is charged with managing natural and physical resources in a wise and efficient manner for the benefit of the environment and the community as a whole. The site which is subject to the current application is a relatively flat site of a significant size, adjacent to a railway station. This is a scarce resource within the urban area which requires wise and efficient management. Medium density housing would satisfy that imperative, providing that its establishment would not be at any significant detriment to surrounding residential areas. As noted previously, it is concluded that the proposal would not result in any significant adverse effects within the existing neighbourhood.

The proposal would also provide for a choice in residential accommodation, which would assist the overall housing stock within the city to keep pace with changing demographic patterns.

For the reasons outlined above, it is recommended that consent be granted subject to conditions.

RECOMMENDED DECISION

A. That, pursuant to Sections 88, 94, 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 Greenfields Development Limited to establish a 75 unit medium density housing development at 1-123 and 127-175 Pooks Road, Ranui, being Lots 1 and 2 DP 163702, for the following reasons:-

- 1 The comprehensively designed development would, subject to conditions, satisfy the medium density housing criteria of the Proposed Plan, would not result in any significant adverse environmental effects, and would not compromise existing amenity values or character or the surrounding neighbourhood.
- 2 The proposed development would satisfy the relevant objectives and policies of both the Transitional and Proposed Plan, in that it would be consistent with the policy of urban consolidation that is an integral component of the Proposed District Plan and would provide some variety and choice in housing options within the area.
- 3 The proposal would represent the wise and efficient use of a finite land resource, in a manner that would be consistent with regional policy and the purpose and principles of the Resource Management Act.

Consent is subject to the following conditions:

- (1) Prior to the issue of a building consent for any unit within the development, a comprehensive landscape treatment plan shall be submitted for the approval of the Planning Manager. The landscape plan may be based on the landscape concept submitted with the application, and shall include the following information:-
 - the location of garden areas defined from lawn areas.
 - the location, height and materials of any retaining walls.
 - the location and surface materials for any paths and paved areas, or decks.
 - the location of fencing including materials and heights.
 - the location of exterior lighting.

- the location of mailboxes, meter boxes and outside taps.
- a planting plan for the stormwater detention pond.
- a planting plan for the northern side of the northern boundary to avoid 'tagging' of the acoustic fence required by condition (7) of this consent.

The amended landscape plan shall be submitted for the approval of the Planning Manager prior to the commencement of construction on the site, and shall include a staged programme for implementation of the landscaping at a rate relative to the construction of the units.

- (3) That prior to construction of any unit on the site, the applicant shall submit details of materials (including colour schemes) for each of the units. The selected materials and colour schemes shall be to the satisfaction of the Planning Manager.
- (4) That an acoustic engineer's report shall be provided prior to the issue of building consents for any unit in the development, specifying the construction materials/methods required to attenuate railway noise to a "sleep protection" standard within habitable rooms. Evidence of appropriate design and materials to achieve this shall be provided prior to the issue of building consent and to the satisfaction of the Planning Manager.
- (5) That each unit shall be provided with fully self contained plumbing.
- (6) That all works on Council road reserve, all driveways, access lots and infrastructure shall be formed, constructed and established to the entire satisfaction of Council.
- (7) That the applicant shall construct a fence along the entire length of the site's northern boundary to an acoustic standard. The specifications for the fence are as follows:-
 - minimum height of 2m.
 - minimum thickness of palings 25mm.
 - battens over any gaps of not less than 25mm in thickness.
 - no gaps in the fence, including at the bottom of the fence where it meets the ground.

The applicant shall submit a detailed design of the fence for the approval of the Planning Manager prior to the issue of any building consent within the development, and the fence shall be established along the railway boundary prior to the occupation of any adjacent unit.

In all other respects the development is to proceed in accordance with the plans and information submitted with the application, subject to any minor alterations as may be approved by the Planning Manager.

- (8) That the applicant shall incorporate water use reduction features and low flow technology into the design of plumbing systems for (at least) all units on site areas of less than 350m². Details of the extent of measures to be provided shall be submitted for the approval of the Planning Manager prior to the issue of building consents.

B. RECOMMENDATION

That Subdivision Consent Application Plan No SPW 20246 being a proposed subdivision of Lots 1 & 2 DP 163702 comprised in CT 98C/965 situated at Pooks Rd by Greenfields Development Ltd be granted subdivision consent pursuant to Section 105 of the Resource Management Act 1991 and be approved pursuant to Section 348 of the Local Government Act 1974, and that:-

- (1) A survey plan of the subdivision will be approved pursuant to Section 223 of the Act within 3 years provided that the survey plan fee (for each concurrent set of plans) of \$170.00 (inclusive of GST @ 12½%) has been paid and that the following conditions have been complied with to the satisfaction of Council.
 - (a) Pursuant to Section 220(1)(b)(iv) of the Act, provide for the following condition of amalgamation to be shown in the Section 223 approval on the survey plan:

"Subject to the amalgamation condition set out hereon"

and provide for the following to be endorsed on the Plan:

"That Lot 80 hereon (legal access) be held as to three undivided one-third shares by the owners of Lots 1, 2 and 3 hereon as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
That Lot 81 hereon (legal access) be held as to eight undivided one-eighth shares by the owners of Lots 8, 9, 10, 11, 12, 13, 14 and 15 hereon as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
That Lot 82 hereon (legal access) be held as to eight undivided one-eighth shares by the owners of Lots 16, 17, 18, 19, 21, 22, 23 and 24 hereon as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
That Lot 83 hereon (legal access) be held as to ten undivided one-tenth shares by the owners of Lots 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 hereon as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
See Doc A633613."
 - (b) As required by Condition (2) (r) below, define the 1 in 100 year overland floodpath and provide a drainage easement(s) in gross in favour of Council in a Memorandum of Easements endorsed on the survey plan. Include in the Section 223 approval on the plan, "subject to the granting or reserving of the easement(s) set out in the Memorandum hereon." Note: The easement document will be prepared by Council's Solicitor at the applicant's cost.
 - (c) Provide for right-of-way easements over parts of Lots 36, 37, 40, 41, 44, 45, 48, 49, 52, 53, 60 & 61 in the Memorandum of Easements endorsed on the survey plan. Include in the Section 223 approval on the plan, "subject to the granting or reserving of the easement(s) set out in the Memorandum hereon."
 - (d) As required by Condition (2)(f) below, define and letter Land Covenant areas showing any restricted areas identified in the geotechnical report on any affected lots which will be subject to a Consent Notice pursuant to Section 221 of the Act.
 - (e) Provide evidence that Council's invoice for the cost of obtaining the valuation of the allotments from Quotable Value New Zealand Ltd (for calculating the reserve contribution) has been paid.
 - (f) Take note that street numbers for the lots on the survey plan will be allocated by Council subsequent to Section 223 approval, and these numbers must be used for future applications for building consent. A copy of the survey plan with the Council allocated numbers will be provided.
- (2) Prior to the release by the Council of the Section 224(c) compliance certificate for this subdivision the applicant shall comply with the following conditions to the satisfaction of Council:-

- (a) Before the commencement of any work, obtain the approval of Council to engineering plans and specifications prepared in accordance with Council's "Code of Practice for City Infrastructure and Land Development" detailing the nature and extent of any proposed work; and pay the Engineering Approval Fee of \$2500.00 (inclusive of GST @ 12½%); and pay the Works Supervision Fee of \$800.00 (inclusive of GST @ 12½%). The above fees apply to each stage of 21 lots or more.
- (b) Design, provide and install a complete public sanitary sewage reticulation system to serve all residential lots to the satisfaction of the Council, and pay, if applicable, to the Council the cost of connecting the said reticulation to the Council's main sewer.
- (c) Design, provide and install a complete public water supply reticulation system and firefighting services to serve all residential lots to the satisfaction of the Council, and pay to the Council the cost of connecting this reticulation to the Council's water supply mains. Note:
 - (1) Where the required public system is on private property, easements over the course of such system in favour of Council will be necessary.
 - (2) Provide a 180 OD PE80 watermain along Pooks Rd from the eastern side of lot 1 to lot 72 (Hetherington Rd).
 - (3) Replace the watermain through lots 52/53 in 180 OD PE 80.
- (d) Provide and install a fire hydrant within 135 metres of the farthest point of fire risk.
- (e) Design, provide and install a complete public stormwater drainage system to serve all lots and collect all existing discharge points to the satisfaction of the Council and obtain from the Environment & Planning Division of the Auckland Regional Council a discharge permit therefrom on terms acceptable to the Council, pay all costs attributable to such application and comply with any conditions imposed by the Council. Provide copies of subdivision consent conditions and hydraulic or geotechnical reports to the Regional Council.
- (f) The location of sanitary sewer and stormwater drains is to be to the satisfaction of the Drainage Assets Engineer. Services are to be located clear of all proposed building platforms and in positions that maximises accessibility to allow for future maintenance of the reticulation system.
- (g) Where drainage work is required to be carried out on land outside the subdivision, obtain the written consent of the owner(s) of that land prior to the approval of the engineering plans. After construction and prior to Section 224 release, obtain the written acknowledgement of the owner(s) that the property has been satisfactorily reinstated. Obtain complete and return to Council a road opening notice for any proposed works on the road reserve prior to the commencement of work.
- (h) Form the shared driveways over parts of Lots 80, 81, 82 & 83 and the shared R.O.W. access to lots 36/37, 40/41, 44/45, 48/49, 52/53, 60/61 and construct thereon a carriageway and stormwater control to the satisfaction of the Council. Notes:
 - (1) The construction shall include the vehicle crossing.
 - (2) Inspection of the boxing prior to concrete pouring (or the subgrade prior to pavement construction) is required. Contact Council's Construction

Supervisor, Ian Prescott on Ph: 836-8000 ext. 8783, 48 hours prior to inspection.


- (i) Provide carparking spaces as required in Council's Code of Practice for Land Development, Parking and Driveway Guideline P7. Provide a plan to demonstrate how this requirement will be satisfied.
- (j) Provide 5m wide (minimum) passing bays at the road entrance on lots 81, 82 and 83 and provide a minimum inside turning radii of not less than 6.5 metres, all to the satisfaction of the Council.
- (k) Provide in the design of services for the reticulation of the upstream catchment and install such reticulation to the boundary of the upstream properties to the satisfaction of the Council.
- (l) Obtain the reticulation of electric power to each Lot by underground methods and provide to the Council satisfactory confirmation that the completed installation has been installed in compliance with the requirements of the Electrical Network Operator (including the requirements of the Operator of the network to which the subdivision network is to be connected).
- (m) Obtain the reticulation of telephone services to each Lot by underground methods and provide to the Council satisfactory confirmation that the completed installation has been installed in compliance with the requirements of the Network Operator.
- (n) Ensure, where practicable, that not less than a 150mm deep layer of topsoil free of deleterious material is replaced on all allotments to the satisfaction of the Council.
- (o) If applicable obtain an Earthworks Consent, from the Environment & Planning Division of the Auckland Regional Council and forward to Council prior to commencement of any work.
- (p) Pay a 2½% maintenance deposit on the value of works being taken over by Council which is refundable upon final acceptance of the works at the end of the maintenance period.
- (q) Calculate and provide a plan showing the effect of the 100 year flood frequency level of the Waimoko Stream on all lots adjacent thereto and show that buildings can reasonably be sited according to City Rules and Bylaws with a floor level not less than one-half metre above this determined flood line to the satisfaction of Council. A consent notice pursuant to Section 221 of the Act will be required to be issued and registered on the new titles to be issued for lots affected, stipulating the minimum floor levels.
- (r) Provide a catchment analysis, define and form the 1 in 100 year overland floodpath, and take note that a drainage easement in gross in favour of Council will be required to be issued and registered on the new titles to be issued for lots affected, precluding placement of fill or the erection of solid walls or fences or other impediments within that flowpath. The floor level of and building on lots 53, 54 & 58 is to be a minimum of 0.2 metres above the RL of the railway line to provide freeboard in the 1 in 100 year flood. The floor level of all buildings on lots 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 & 31 is to be 33.70m, that is 0.2 metres above the 1 in 100 year flood cresting over the rail line. The catchment

analysis should also examine the effect of the 1 in 100 year flood upstream of the development and any increase in flooding as a result of the proposed subdivision.

- (s) In addition to Condition (2)(r) above and if necessary, a consent notice pursuant to Section 221 of the Act will also be required to be issued and registered on any adjacent affected lots requiring a minimum freeboard in accordance with Condition 2(r) above the 1 in 100 year overland floodpath for the floor levels of residential buildings.
- (t) Investigate and provide a geotechnical report from a Registered Engineer experienced in Geomechanics on the development of the site with respect to soil characteristics and their influence on foundation conditions for building areas with special reference to any restriction for the use thereof. Such report to accompany the plans and specifications for the development of this subdivision. If necessary a consent notice pursuant to Section 221 of the Act will be required to be issued and registered on the new titles to be issued for any affected lots.
- (u) Pay to the Council pursuant to Section 407 of the Act the sum of \$31,191.00 (Inclusive of GST at 12.5%) towards the cost of upgrading the stormwater drainage system (\$8880.00 Swanson Stream Catchment) & (\$22,311.00 main system improvements) necessary to serve the subdivision.
- (v) Pay to the Council pursuant to Section 407 of the Act the sum of \$22,735.80 (Inclusive of GST at 12.5%) towards the cost of upgrading the sanitary sewer reticulation (main system improvements) necessary to serve the subdivision.
- (w) Pay to the Council pursuant to Section 407 of the Act the sum of \$162,577.00 (inclusive of GST at 12.5%) towards the cost of road improvements along Pooks Road such sum being not more than half the estimated cost thereof.
- (x) Carry out works on Pooks Rd as an alternative to the contribution required by Condition (2)(w) above. The nature and extent of such works including traffic calming devices shall be as agreed to by Council, and to a value not less than that of the required contribution. The balance of the work will be carried out by Council when funds are allocated by the Annual Plan process.
- (y) Pay to the Council a financial contribution of \$211,181.00 (inclusive of GST @ 12½%) for reserve purposes pursuant to Section 407 of the Act.
- (z) Take note that Lot 55 shall vest in the Waitakere City Council as Local Purpose (Drainage) Reserve pursuant to Section 239 of the Act and the owner shall supply Council with a Certificate of Title for the reserve. A solicitors undertaking to order and forward the certificate of title to Council will be required.
- (aa) Enter into a registerable fencing agreement with Council in regard to Lots 53, 54 & 58 to the effect that the Council will not be liable to contribute towards the cost of creating or maintaining any dividing fence between any reserve or other land vested in or administered by the Council.
- (bb) Satisfy all requirements of the Inland Revenue Department in respect of Goods and Services Tax including any requirements that may be made in respect of proposed public services and land to vest in and be transferred to the Council.
- (cc) The consent notice required by Condition (2) (s)&(t) above and the water supply and drainage easements required by Conditions 1(b)&(d) above, will be

prepared by the City Solicitor at the applicants cost when the following information has been received:

- (i) all necessary technical information
 - (ii) the Land Transfer plan number allocated by Land Information New Zealand, and
 - (iii) the name and address of the solicitor acting for the owner.
- (dd) Where any condition imposed upon this consent to subdivision is to be complied with on an ongoing basis by the subdividing owner and subsequent owners after the deposit of a survey plan (not being a condition in respect of which a Bond is required to be entered into by the subdividing owner of a completion certificate is capable of being or has been issued) the subdividing owner shall pay the Council's Solicitors legal costs and disbursements relating to the preparation and registration of a Consent Notice pursuant to Section 221 of the Resource Management Act 1991, and shall do all acts and things necessary to enable registration of such Notice to be completed.
- (ee) Take note that Council being satisfied that adequate access to Lots 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 thereon is provided pursuant to a condition imposed under Section 220(1)(b)(iv) Resource Management Act 1991 therefore resolves that the provisions of Section 321(1) Local Government Act 1974 shall not apply to those Allotments by virtue of Section 321(3)(c).

Report prepared by: 
(Philip Brown, Principal Planner)

Date: 27 August 1998

Consent granted as recommended


Peter Reaburn
PLANNING MANAGER

Date: 27/8/98

Please contact Philip Brown (Ph 836 8042) if you have any queries about this report.

1-123 and 127-175 Pooks Road, Ranui

CITY OF WAITAKERE DISTRICT PLAN



DISCRETIONARY ACTIVITY REPORT

SUMMARY OF PROPOSAL

It is proposed to establish a 21 unit medium density housing development on land that falls within the Living Environment under the Proposed District Plan.

REPORT PREPARED BY: Philip Brown

DATE RECEIVED: 19/03/01

APPLICANT: Venture Homes Limited

RMA NO.: 20010636

FILE ADDRESS: 97 Pooks Road, Ranui

WARD: Massey

LEGAL DESCRIPTION: Lots 24 DP 194560

BUILDING CONSENT NO: N/A

SITE AREA: 4488m²

TRANSITIONAL PLAN ZONING: Residential 2

SECTION: Waitemata

PROPOSED PLAN:

HUMAN ENVIRONMENT:

Living

NATURAL AREA:

General

ADDRESS FOR SERVICE:

Concept Design and Development
P.O. Box 15-711
NEW LYNN

FURTHER INFORMATION:

Yes (received 3 April 2001)

PROPOSAL

The applicant proposes to construct a 21 unit medium density housing development. The characteristics and composition of the units is summarised in the following table:

Unit Type	Gross Floor Area (inc. Garage)	Number of Bedrooms	Single / Double Garage	Number
C	113m ²	3	Single	4
D	147m ²	3	Double	15
E	122m ²	4	Single	1
F	122m ²	4	Single	1
Total Number				21

The development would replace a previous development proposal for 24 units, that was authorised through an existing resource consent (RMA 981342). Changes in market conditions have prompted the applicant to reassess the project, with a conclusion that the mix of units proposed in the current

application are more likely to sell. The majority of the proposed units are of a terraced style, and are an identical design to units that have been constructed at West Harbour.

The development would be comprehensively landscaped, and fences would be erected for privacy.

SITE AND NEIGHBOURHOOD DESCRIPTION

The site, which is currently vacant comprises an area of 4488m². It is a long, narrow strip of land extending along the northern side of Pooks Road, in Ranui. The northern boundary of the site adjoins the North Auckland railway line.

The subject site was formerly owned and designated for railway purposes.

On the southern side of Pooks Road exists an established residential neighbourhood. Ranui Domain is situated to the north of the land, beyond the intervening railway corridor. The Ranui Railway Station is located immediately to the east of the site, and a block of neighbourhood shops is also in close proximity to the land further along Pooks Road to the east.

To the west of the site, the same narrow strip of land has been developed for medium density housing.

The land is relatively level, and has been cleared of any vegetation

DISTRICT PLAN REQUIREMENTS

The site falls within the Residential 2 zone under the Waitakere City Transitional District Plan (Waitemata Section). The proposed development would be encompassed by the definition of "Comprehensive Residential Development", which would cover any residential development that would not comply with the standard requirements of the zone. Applications for Comprehensive Residential Developments are assessed as a **Discretionary Activity**.

Under the Proposed District Plan the property is identified as being within the Living Environment and the General Natural Area. The Proposed Plan defines the proposal as "medium density housing", as it would be established on a site area in excess of 2000m² and dwellings would exceed a density of one unit for every 350m² of net site area. Medium density housing situated wholly within 500m of a train station (as in this case) is assessed as a **Limited Discretionary Activity**.

In summary, the proposal must be considered as a Discretionary Activity by virtue of its density under the Transitional Plan.

NON-REGULATORY CONSIDERATIONS

Council's Urban Strategy and the draft Auckland Regional Growth Strategy have signalled an intention to accommodate future population growth largely within the existing urban boundaries. One of the key elements of this urban consolidation policy is an encouragement of higher residential densities and mixed use around public transport nodes and town centres. These policies recognise the importance of providing medium density housing within the walkable catchment of transit facilities. Residential accommodation in these locations will provide housing choice, in terms of type and affordability, for a range of people. The ability to walk to public transport terminals reduces the need for car use, and moves toward creating a more sustainable urban fabric.

On this basis, the current proposal is consistent with both the draft Auckland Regional Growth Strategy, and Council's own Urban Strategy.

STATUTORY REQUIREMENTS

General

As a Discretionary Activity, the proposal requires consent pursuant to the provisions of the Resource Management Act 1991. In particular, section 104 of the Act sets out the matters to be considered when assessing an application for resource consent. Section 104 lists a number of matters to be considered, with the most relevant in this instance being "any actual and potential effects on the environment of allowing the activity", together with "any relevant objectives, policies, rules or other provisions of a plan or proposed plan". The proposed Auckland Regional Policy Statement is also of some relevance in relation to this particular application for resource consent. All considerations under section 104 are subject to Part II of the Act, which sets out the purpose and principles of the legislation.

Section 94 Considerations

As a discretionary activity, the application for resource consent should be publicly notified in accordance with section 93 of the Resource Management Act, unless it can be demonstrated that the requirements of section 94(2) of the Act can be satisfied. Section 94(2) provides that applications for resource consent need not be notified where:

- "(a) The consent authority is satisfied that the adverse effect on the environment of the activity for which consent is sought will be minor; and*
- (b) Written approval has been obtained from every person whom the consent authority is satisfied may be adversely affected by the granting of the resource consent unless the authority considers it is unreasonable in the circumstances to require the obtaining of every such approval."*

Recent case law has indicated that consent authorities should give careful consideration to the question of notification, and should publicly notify applications for resource consent unless it can be clearly demonstrated that the criteria of section 94(2) are met. A comprehensive assessment of any potential adverse effects is required. This conservative approach is underscored by the relatively wide definitions of "environment" and "effects" that are set out respectively in sections 2 and 3 of the Act.

In this instance, it is considered that the proposal would satisfy both of the tests under section 94(2), and therefore the application can be processed on a non-notified basis.

Looking firstly at clause 2(a), it is concluded that the proposal would generate no more than minor adverse effects on the environment (subject to the imposition of suitable mitigation conditions). In particular, the proposal would be unlikely to generate any environmental effects that would be significantly greater than those that might be associated with credible permitted residential activities that could establish on the site.

The proposed residential development would not generate significant volumes of traffic in the context of current traffic volumes on Pooks Road. In any event, the existing road network in the vicinity of the site would be capable of accommodating the additional traffic without adverse effects. The quantity and quality of landscaping proposed would be substantial.

Furthermore, issues of eroding residential amenity values would not be significant in this instance as the site is separated from the existing low density residential development in this locality by Pooks Road. The use of the site for residential activities, albeit at a relatively high density, is an appropriate use of a site that is located between existing residential development and the railway line and industrial area to the north. In this way, the proposed site becomes somewhat of a buffer between the two adjacent land uses.

This leaves consideration of the criterion expressed in clause 2(b). In this regard, it is considered that there would not be any body or person who would be adversely affected by the granting of consent. In reaching this conclusion, it is noted that the local community is aware of the development of the land for medium density housing through the construction of the houses that have been completed to date. No issues or concerns have been raised.

In relation to potentially affected parties, case law has established that the Council is only able to disregard adverse effects to any person that would be '*de minimus*' (Bayley CA 115/98). This concept can be taken to describe effects that are negligible or whose occurrence would be very remote. In the case of the current application, this threshold has been adopted as the correct basis for assessing whether any person may be adversely affected by the granting of consent.

In the circumstances of the site and proposal, it is difficult to conclude that any party could claim to be adversely affected by the proposed residential development. This includes Tranzrail (as owners of the adjoining railway line) and adjacent industrial activities, as adequate controls can be established through conditions of consent to address the issue of reverse sensitivity. This concept applies where residential activities establishing in close proximity to noisy or noxious activities could give rise to complaints from future residents directed at the activities of their business neighbours who have legitimately established in the appropriate location. The solution to this potential problem is to address issues that are likely to arise by imposing requirements on the residential activity. Such measures would include ensuring that appropriate acoustic insulation is incorporated in the building fabric at the time of construction to mitigate against the effects of potentially noisy businesses on nearby sites. Of particular concern would be noise emitted through the operation of the existing railway. However, this potential reverse sensitivity effect can be dealt with through acoustic insulation of the proposed residential buildings.

Residential sites in the general vicinity are sufficiently distant that they could not reasonably be expected to suffer any adverse effects in relation to privacy, visual impact, shading or any other effects. Essentially, there are no other potential effects that extend beyond the site that could be said to have a significant impact on any person to the extent that that person's written approval would be required. In addition, it is noted that issues relating to notification stem largely from the Transitional Plan, as the proposed medium density housing development would be considered as a Limited Discretionary Activity under the Proposed District Plan. The Proposed Plan expressly states that Limited Discretionary Activities will not be notified and written approvals would not be required.

For these reasons, it is considered that the requirements of section 94(2) of the Act have been satisfied.

Section 94(5) provides for notification where special circumstances exist, despite a conclusion that the proposal would generate no more than minor adverse environmental effects and further that there are no persons who would be adversely affected by the proposed activity. There are no special circumstances that pertain to this application that would cause the Council to deviate from a non-notified procedure.

ENVIRONMENTAL ASSESSMENT

The Proposed District Plan has been formulated with an "effects based" emphasis. Consideration of the proposed development in relation to each of the Plan's assessment criteria would ensure that all of the relevant matters contained in section 104 of the Act have been addressed. The assessment criteria of the Proposed Plan also cover the issues arising from consideration of the assessment criteria of the Transitional District Plan.

The following assessment considers the proposed development in relation to each of the medium density housing design elements:

Design and Location of Structures (Design Element A)

Units within the proposed development have been designed with facades and streetscape elements that are adequately articulated and detailed to create visual interest. The roof design of the terraced units has been varied to minimise the impact of units of otherwise uniform design.

None of the units would have high fences or gates between the front of the house and Pooks Road or the private access lots. This would assist in creating an attractive and open streetscape. Large blank building facades within the development should be avoided through sufficient detailing with windows and architectural elements to ensure visual interest. In this regard, units 1 and 2 require more windows on the Pooks Road side to minimise the impact of their side walls when viewed from the street. An appropriate condition of consent would be imposed to ensure that these units are modified.

Potential problems with integration of medium density housing into established residential communities would largely be avoided in this instance, given the separation distances to existing residences, and the industrial character of land to the north. Furthermore, the area is already characterised by a mix of housing styles, including existing medium density housing.

An issue of concern in the design of the proposed development relates to the potential dominance of garage doors fronting Pooks Road. Whilst not ideal, this has been remedied to an acceptable level through design elements that tend to emphasise the front door of the unit relative to the garage, and through the use of landscaping. It is also recognised that the narrow nature of the site imposes constraints that would make alternative layouts of units, which might better address this issue, difficult to achieve.

In order to avoid an overly bulky building form for the terraced housing, the block lengths would not exceed six units.

Site Layout (Design Element B)

The nature of the site and surrounding land uses mean that connections through the land are not practicable. In particular, the existence of the North Auckland railway to the north of the land prevents any connection in this direction. The narrow nature of the site also prevents any internal roading.

The shape and orientation of the site make it ideal for creating units which have a strong relationship with the road to the south of the site, yet provide private outdoor space with a northerly orientation. The proposed development exploits this feature in the site layout, thereby ensuring that all units would have adequate levels of sunlight entering private open space.

An issue exists in relation to a need to attenuate noise that will emanate from the railway, and potentially from industrial activities located further to the north of the site. Railway noise in particular may have serious implications for amenity and enjoyment for future residents unless it is adequately dealt with at this stage. As such, an acoustic engineer's report will be required attesting to the ability of the units to adequately attenuate potential train noise to a level where at least sleep protection is guaranteed. In addition, a fence should be constructed along the entire northern boundary to an acoustic standard. This would ensure that train noise within outdoor areas was kept to a reasonable level.

Building Location (Design Element C)

The Proposed Plan requires that dwellings should be set back from the road frontage at a distance which is appropriate to ensure the efficient use of the site, the comfort of residents, and that an attractive streetscape character is created or retained. In this instance proposed building setbacks

are considered to be appropriate to the location and circumstances, and would contribute toward the creation of an attractive and safe public street.

As the land is physically separated from existing residential areas, issues relating to loss of privacy for established housing would not arise in this instance.

A significant number of dwellings within the proposed development would be linked with a common building wall, which would maximise the efficient use of the site. The northerly orientation of the proposed units would ensure that sunlight admission would be available to main living spaces and outdoor open space.

Impermeable surfaces over the site as a whole would be consistent with the 65% level that is considered to be acceptable under the Proposed Plan, and accordingly the relevant assessment criterion can be satisfied. The increased density which is an integral part of the proposed development brings with it efficiencies in the provision of infrastructure. This would provide long-term benefits to the community through reduced maintenance and replacement costs. Financial contributions are required in order to undertake necessary upgrading of existing infrastructure.

Visual and Acoustic Privacy (Design Element D)

The proposal incorporates the establishment of screen fencing between private outdoor space and habitable rooms. This fencing, together with landscape planting, would ensure adequate privacy between adjoining units.

The construction method proposed would utilise materials with poor sound transmission characteristics, in accordance with Building Code requirements. Plumbing for each dwelling should be fully self-contained, in order to avoid the possibility of noise nuisance arising from operation of drainage systems.

Carparking and Vehicle Access (Design Element E)

Each unit would be provided with at least two on-site carparking spaces. Up to two additional parking would be available for the majority of units in a stacked manner in front of garages. Beyond the bounds of the site there would be overflow parking available, in kerbside locations. Overall, parking provision would be adequate.

Kerbside parking would be relatively well lit through the existing and proposed placement of street lighting, which would enhance security.

Vehicle manoeuvring within the proposed development would be satisfactory. Vehicles would be required to reverse straight onto Pooks Road from the terraced houses (units 3-17). However, this situation has been accepted on a large number of other medium density housing units in the surrounding area. The relatively wide berm that exists in this locality would afford good visibility, the reversing distance would be short, and Pooks Road is not a major road. In addition, traffic calming devices in the street have created a low-speed traffic environment that would ensure that such reverse manoeuvring would not create a traffic safety hazard.

It is noted that an existing power transformer in the berm adjacent to proposed unit 13 would need to be relocated, 4 metres to the east.

Open Space (Design Element F)

All houses within the development would be provided with an area of private open space, located adjacent to the main living area of the unit, and oriented to the north in order to maximise sunlight admission. In terms of area, the private outdoor space as indicated on the plans submitted with the development would be relatively generous and suitably proportional to the size of the units. The

Ranui Domain is situated to the north of the site, and this large area of open space could be utilised by future residents to supplement their on-site recreational areas.

A small number of the units would have outdoor areas that would abut the Pooks Road boundary of the site. In these instances, it is important that fencing be of a semi-permeable design, augmented with landscape planting for a reasonable level of privacy, and that such fencing be limited only to the extent of the living court area.

Dwelling Entry (Design Element G)

The plans provided for the proposed units indicate that the entry for each unit would be clearly visible from the street, would provide a degree of shelter, and would create a sense of personal address. Provision for lighting of dwelling entries is also an important issue, which would be addressed through a condition of consent that would require lighting details to be provided within an amended landscape treatment plan.

The application contains elements that will reinforce the dwelling entry, in particular the landscaping and planting proposed adjacent to the entry of each unit.

Site Facilities (Design Element H)

Details of mailbox locations, meter boxes, exterior lighting and outside taps will need to be provided prior to the commencement of construction, on the building consent plans. The locations of these facilities will need to be to the satisfaction of the Manager: Resource Consents.

Landscape Treatment (Design Element I)

The applicant has provided a landscape plan with the application. In considering the merits of the submitted landscape treatment plan, Council looked for planting arrangements that would enhance privacy, integrate the proposed development into the surrounding area, and create an aesthetically pleasing environment. Unfortunately, the site itself is devoid of significant vegetation, so the proposed development would create its own landscaping theme.

A condition of consent would require that the landscape plan be implemented at a rate that reflects the construction of the associated unit on the site.

District Plan Policy

The medium density housing approach contained within the Proposed District Plan is an important strand in the bundle of policy initiatives that comprise the City's Urban Consolidation Policy. The consolidation strategy adopted by the Council is a co-ordinated package of methods designed to develop sustainable land use patterns. The policy is more than simply an urban fence. It recognises that the pattern of activities within the urban area are as important as the location and extent of peripheral development in dealing with the impacts of urban activities on the environment.

The consolidation strategy and changing economic and social trends will bring with it increased pressure on the existing urban area to accommodate future population growth. Urban intensification has occurred at a moderate rate over the last three decades, predominantly through infill housing. It is now apparent however that increasing pressure for density within the urban area cannot be accommodated through infill housing alone, at least not without significantly compromising urban amenity values and character.

The medium density housing approach comprised within the Proposed Plan encourages medium density housing around town centres, railway stations and major transport routes. It is anticipated that this nodal approach will improve the viability of passenger transport, assist in reducing impacts

on air and water from motor vehicles by reducing trip lengths and trip numbers, sustain and support existing town centres, and provide housing choice and a more vibrant urban environment.

In providing for urban consolidation through use of medium density housing, it is imperative that careful management and attention should be given to the quality of the environment created, so as not to undermine the amenity and character of existing urban areas. In response to this issue the Proposed Plan includes a comprehensive set of assessment criteria for evaluating the design of medium density housing proposals.

It is considered that the previous environmental assessment has demonstrated that the objectives and policies of the Proposed Plan relating to residential development have been met by the proposal. The proposed development is consistent with the policy of urban consolidation within the urban areas of the city whilst at the same time ensuring that any adverse impact on the amenity values and neighbourhood character of the area is minimised. It would also create an urban form that is supportive of public transport, insofar as the increased population density within close proximity to the railway station is likely to increase patronage on trains. This would have consequential benefits in slowing increases in traffic congestion on roading networks.

Contained within the need to generally increase densities throughout the city is also an objective to increase the range and choice of housing options available in the city. Changing demographic patterns and household structures have led to a need for a more varied choice of housing types than is currently available in the existing city form. The proposed development would offer a choice of housing types within the neighbourhood without adversely affecting the amenities or character of the area. This is consistent with the objectives and policies of both District Plans.

Proposed Auckland Regional Policy Statement

It is considered that the proposal is also consistent with the objectives and policies of the Proposed Regional Policy Statement.

These policies and objectives promote the policy of urban consolidation and containment. Urban development should take place within defined urban limits, and should maintain or enhance amenity values within the existing urban area.

As within the Waitakere City Proposed District Plan, urban intensification is encouraged around town centres and along transport corridors.

Purposes and Principles of the Resource Management Act 1991

The proposed development would be consistent with sections 5, 6 and 7 of the Resource Management Act 1991. These sections require that resources must be sustainably managed in such a way that any adverse effects on the environment can be avoided or remedied and amenity values and the quality of the environment are to be maintained and enhanced.

In particular this proposal is concerned with the sustainable management of a resource - land - in such a way that it helps to avoid inappropriate use and subdivision of the city's outstanding landscapes, ie the Waitakere Ranges and coastline by consolidating urban development within the urban area. At the same time it would ensure that the quality of the environment and amenity values of the neighbourhood are maintained.

Vacant land within the existing urban area, particularly in close proximity to a public transport terminal, is a finite resource that should be used efficiently. The achievement of higher residential densities on such land would be consistent with the purposes and principles of the Act.

Monitoring

The performance of the activities authorised under this consent will be subject to Council's standard monitoring procedures. These procedures include a scheduled inspection to ascertain compliance with conditions of consent, together with periodic inspections as and when required to establish whether conditions are being complied with on an ongoing basis. In particular, Council's Environmental Monitoring Officer would be checking to ensure that landscaping has been completed and maintained in accordance with the landscape treatment plan, and that the units have been constructed in accordance with the plans submitted.

Conclusion

The proposed medium density housing development would achieve the overall objectives and policies of the Proposed Plan, and would satisfy the medium density housing criteria.

Whilst the proposed development would represent a change for the neighbourhood in which it would be established, it is considered that the amenity values and character of this community would not be significantly compromised.

As a consent authority established under the Resource Management Act, Council is charged with managing natural and physical resources in a wise and efficient manner for the benefit of the environment and the community as a whole. The site that is subject to the current application is a relatively flat site of a significant size, adjacent to a railway station. This is a scarce resource within the urban area that requires wise and efficient management. Medium density housing would satisfy that imperative, providing that its establishment would not be at any significant detriment to surrounding residential areas. As noted previously, it is concluded that the proposal would not result in any significant adverse effects within the existing neighbourhood.

The proposal would also provide for a choice in residential accommodation, which would assist the overall housing stock within the city to keep pace with changing demographic patterns.

In addition, the proposal effectively replaces an existing resource consent that would have provided for 24 medium density housing units. It is considered that the currently proposed units are superior in terms of design to those that were proposed in the original consent.

For the reasons outlined above, it is recommended that consent be granted subject to conditions.

RECOMMENDED DECISION

That, pursuant to Section 94 of the Resource Management Act 1991, the application by Venture Homes Limited to establish a 21 unit medium density housing development at 97 Pooks Road, Ranui, being Lot 24 DP 194560, **be processed on a non-notified basis** for the following reasons:

- (i) The consent authority is satisfied that the adverse effect on the environment of the activity for which consent is sought will be minor; and
- (ii) The consent authority is satisfied that there is no person who may be adversely affected by the granting of the resource consent.

And;

That, pursuant to Sections 88, 94, 104, 105 and 108 of the Resource Management Act 1991, **consent be granted** to the application by Venture Homes Limited to establish a 21 unit medium density housing development at 97 Pooks Road, Ranui, being Lot 24 DP 194560, for the following reasons:-

- 1 The comprehensively designed development would, subject to conditions, satisfy the medium density housing criteria of the Proposed Plan, would not result in any significant adverse environmental effects, and would not compromise existing amenity values or character or the surrounding neighbourhood.
- 2 The proposed development would satisfy the relevant objectives and policies of both the Transitional and Proposed Plan, in that it would be consistent with the policy of urban consolidation that is an integral component of the Proposed District Plan and would provide some variety and choice in housing options within the area.
- 3 The proposal would represent the wise and efficient use of a finite land resource, in a manner that would be consistent with regional policy and the purpose and principles of the Resource Management Act.

Consent is subject to the following conditions:

- (1) That the development shall proceed in accordance with the plans and information submitted with the application, subject to any changes required by the subsequent conditions. The relevant plans are those prepared by Concept Design & Development titled "Proposed Multi Unit Housing at Stage One 97 Pooks Road, Henderson for Venture Homes" Reference No. 01-006 site plan and elevations dated March 2001, floor plans dated February 2001, and landscape plan dated February 2001. Minor changes only may be permitted, with the approval of the Council.
- (2) That pursuant to section 108(1)(d) of the Resource Management Act, an administrative fee of \$935.00 (inclusive of GST) shall be paid to Council to cover the costs incurred in the processing of the application. A breakdown of the additional component of the fee is available on request. NB: The account code when paying this fee is 46-6100-38060-536.
- (3) That a monitoring fee of \$300.00 (inclusive of GST) shall be paid to the Council prior to the issue of the building consent for the development. This charge is to cover the anticipated costs to be incurred by Council in monitoring the activities authorised under this resource consent, in order to ensure full compliance with all consent conditions. NB: The consent holder will be invoiced for any reasonable additional monitoring costs incurred by the Council, at a rate of \$75 per hour.
- (4) That the landscape treatment plan provided with the application shall be implemented in full for all landscaping and amenity works proposed within the bounds of the site. In addition, a further plan shall be submitted for the approval of Council prior to the occupation of any unit on the site, providing details of fencing proposed throughout the development, positions of meter boxes, outside taps, clothes lines, mail boxes, rubbish collection facilities and exterior lighting, together with a staged programme for implementation of the landscaping at a rate relative to the construction of the units. The approved landscape plan shall be implemented and maintained to the satisfaction of Council.
- (5) That prior to construction of any unit on the site, the applicant shall submit details of materials (including colour schemes) for each of the units. The selected materials and colour schemes shall be to the satisfaction of the Planning Manager.
- (6) That an acoustic engineer's report shall be provided prior to the issue of building consents for any unit in the development, specifying the construction materials/methods required to attenuate railway noise to a "sleep protection" standard within habitable rooms. Evidence of appropriate design and materials to achieve this shall be provided prior to the issue of building consent and to the satisfaction of the Planning Manager.

- (7) That each unit shall be provided with fully self contained plumbing.
- (8) That all infrastructure, works on Council road reserve, driveways, and access lots shall be formed, constructed and established to the entire satisfaction of Council. All works shall be detailed within engineering plans and specifications prepared in accordance with the Council's "Code of Practice for City Infrastructure and Land Development". The engineering plans shall be approved by the Council before the commencement of any work.
- (9) That the applicant shall construct a fence along the entire length of the site's northern boundary to an acoustic standard. The specifications for the fence are as follows:
 - minimum height of 2m. ✓
 - minimum thickness of palings 25mm. ✓
 - battens over any gaps of not less than 25mm in thickness. +
 - no gaps in the fence, including at the bottom of the fence where it meets the ground.

The applicant shall submit a detailed design of the fence for the approval of the Manager: Resource Consents prior to the issue of any building consent within the development, and the fence shall be established along the railway boundary prior to the occupation of any adjacent unit.

- (10) That the applicant shall submit a plan for the approval of the Manager: Resource Consents indicating additional windows in the south facing (Pooks Road) house and garage walls of units 1 and 2. The approved plan shall be implemented.

Advice Note:

Further conditions will be attached to the subdivision consent and/or building consent relating to this development. Such conditions are likely to cover financial contributions for reserves, wastewater, stormwater, water reticulation and roading. In addition, easements and other restrictions may be required to be shown on the survey plan.

Philip Brown

Report prepared by:
 (Philip Brown, Service Manager:
 Resource Management & Building)

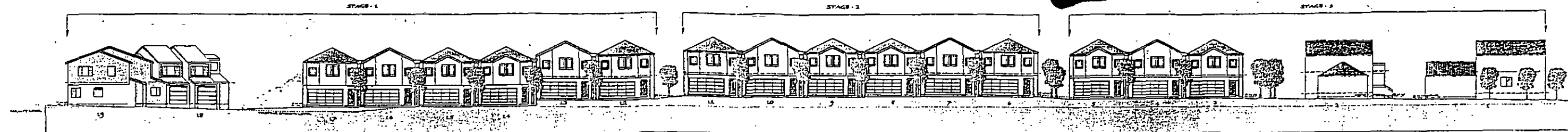
Date: 26/04/2001

Consent granted as recommended

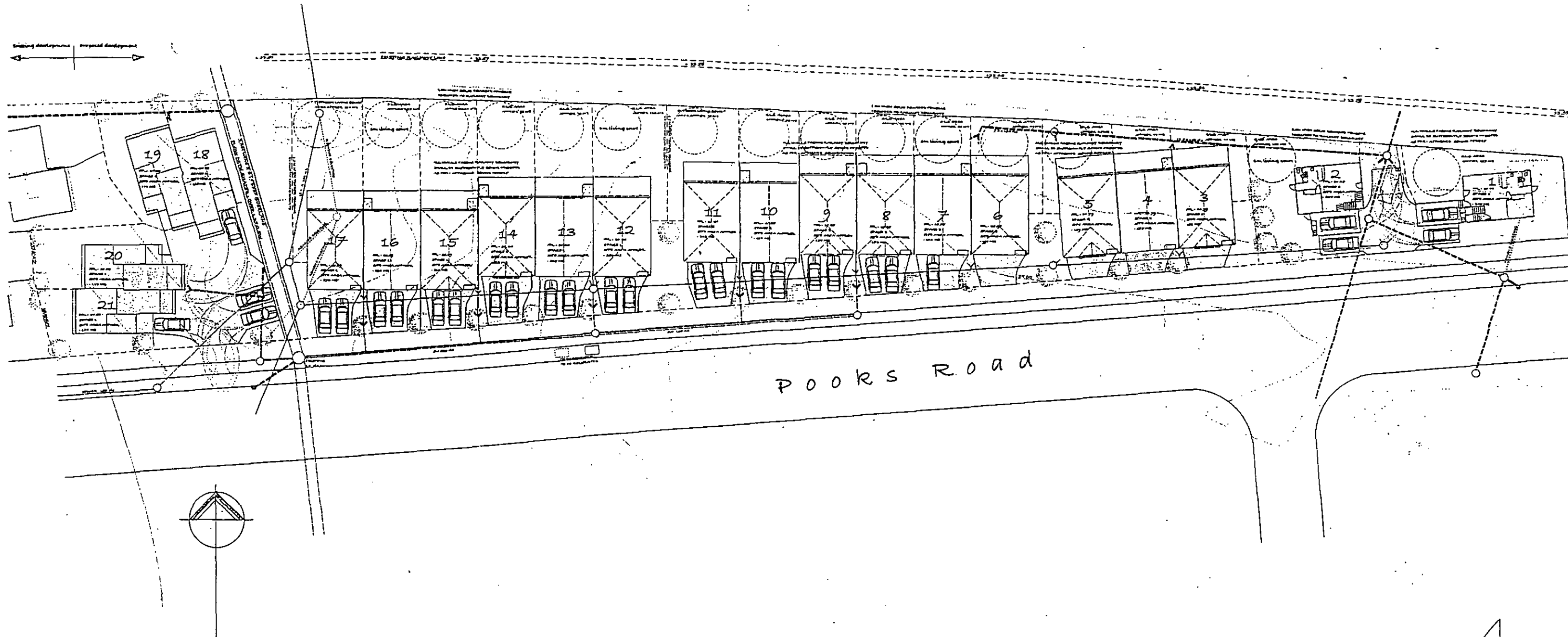
Elizabeth Wells
 Elizabeth Wells
 PRINCIPAL PLANNER

Date: 27/04/01

Please contact Philip Brown (Ph 836 8042) if you have any queries about this report.



SOUTH ELEVATION



P O O K S R o a d

PROPOSED MULTI UNIT HOUSING AT STAGE ONE
97 POOKS ROAD, HENDERSON FOR VENTURE HOMES LTD.

CONCEPT
DESIGN & DEVELOPMENT
Architectural Designers
(011) 512-2 444

1. Venture Homes
Henderson, New South Wales
P.O. Box 1171, New Lane
For more info visit
www.venturehomes.com.au

CLIENT: VENTURE HOMES
ADDRESS: POOKS ROAD
DRAWN: ANDRE
SCALE: 1:250 @ A1 / 1:500 @ A3
DATE: MARCH 2001
JOB: 01-006

SHEET 1 OF 3

Code compliance certificate

Section 95, Building Act 2004

(Form 7 - Building (Forms) Regulations 2004)



THE BUILDING

Building consent number:	BCO10301155	Date building consent issued:	31 July 2001
Street address of building:	15 Pooks Road Ranui		
Legal description of land where building is located:	LOT 6 DP 208792		
Building name:	N/A		
Location of building within site / block number:	N/A	Level or unit number:	N/A
Currently lawfully established use: <small>(include number of occupants per level and per use if more than 1)</small>	Housing		
Year first constructed:	2001		

THE OWNER

Name of owner:	Sophia Naomi Julia de Fossard		
Contact person:	N/A		
Mailing address:	15 Pooks Road, Ranui, Auckland 0612		
Street address / registered office:	15 Pooks Road, Ranui, Auckland 0612		
Phone Number: Landline:		Mobile:	
Daytime:	N/A	After hours:	N/A
Facsimile No:			
Email address:			
Website:	N/A		

FIRST POINT OF CONTACT FOR COMMUNICATION (Must be in New Zealand)

Full name:	Chris May		
Mailing address:	PO Box 166, Waimauku 0842		
Street address / registered office:	N/A		
Phone Number: Landline:	+64 (9) 411 7138	Mobile:	+64 (274) 932326
Daytime:	N/A	After hours:	N/A
Facsimile No:			
Email address:	mayco@xtra.co.nz		

BUILDING WORK

Issued by:	Auckland Council	Building Consent Number:	BCO10301155
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ABA-2001-2072 - Consent created to enable Unit 6, 15 Pooks Road to obtain a Code Compliance Certificate separately from all other dwellings on building consent record ABA-2001-2071 - BCO10080267 and BCO10080267-C.

CODE COMPLIANCE

The building consent authority named below is satisfied, on reasonable grounds, that:

- ☒ The building work complies with the Building Code, and
- This code compliance certificate has been issued subject to a modification of Clause B2.3 of the New Zealand Building Code and determination number 19/1047. The modification has the effect that the required durability periods for building elements put in place in the course of the work carried out under this building consent, are to be measured from the date of substantial completion of the building work being the agreed date. The agreed date is 11/12/2001 not the date of issue of the code compliance certificate.

ATTACHMENTS

☐ Compliance schedule

On behalf of Auckland Council:



Date Issued:

21 January 2020

Print name:

Ian McCormick

Position:

Manager, Building Control

Auckland Council, Private Bag 92300, Auckland 1142

RATES INFORMATION

Location of Rating Unit 15 Pooks Road Ranui Auckland 0612

For period 1 July 2020 to 30 June 2021

Assessment Number 1234193511

Valuation Number 33060-00000038055

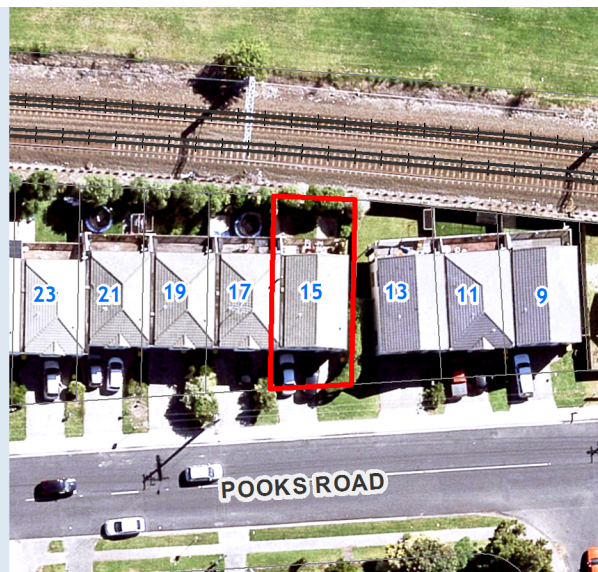
Valuation as at date 1 July 2017

Capital Value \$560,000

Land Value \$305,000

Record of Title Number NA137A/7

Description of Rating Unit LOT 6 DP 208792



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	\$560,000	0.00195455	\$1,094.55
Waste Management - Base Service	Number of separate parts	1	\$141.03	\$141.03
Natural Environment Targeted Rate - Non Business	Capital Value	\$560,000	0.00004326	\$24.23
Water Quality Targeted Rate - Non Business	Capital Value	\$560,000	0.00006076	\$34.03
Total Auckland Council Rates for 2020/2021 (including GST)				\$1,732.84

Property Guru

By  CoreLogic

Street Address: 15 Pooks Road, Ranui, Waitakere

Zoned Schools for this Property

Primary / Intermediate Schools

HENDERSON INTERMEDIATE 2.6 km
SWANSON SCHOOL 1.5 km

Secondary Schools

WAITAKERE COLLEGE 1.9 km

Early Childhood Education

Akoteu Falemaama Pre-school

70A Metcalfe Road
Henderson
Auckland
Ph. 09-8338087

Distance: 0.9 km
20 Hours Free: Yes
Type: Education & Care Service
Authority: Community Based

New Ranui Playcentre

2 Ranui Station Road
Ranui
Auckland
Ph. 09-8320669

Distance: 0.4 km
20 Hours Free: No
Type: Playcentre
Authority: Community Based

Nor Western Cook Islands Early Childhood

4 Ranui Station Road
Ranui
Auckland
Ph. 09-8333222

Distance: 0.4 km
20 Hours Free: Yes
Type: Education & Care Service
Authority: Community Based

Puataunofu Aoga Amata

35 Armada Drive
Ranui
Auckland
Ph. 09-8320033

Distance: 0.6 km
20 Hours Free: Yes
Type: Education & Care Service
Authority: Community Based

Ranui Kindergarten

Ranui Station Road
Ranui
Auckland
Ph. 09-8339887

Distance: 0.4 km
20 Hours Free: Yes
Type: Free Kindergarten
Authority: Community Based

Primary / Intermediate Schools

BIRDWOOD SCHOOL

Karepo Crescent
Ranui
Auckland
Ph. 09 833 8479

Distance: 1.3 km
Decile: 2
Age Range: Full Primary
Authority: State
Gender: Co-Educational
School Roll: 255
Zoning: Out of Zone

Property Guru

By  CoreLogic®

DON BUCK SCHOOL

124 Don Buck Road
Massey
Auckland
Ph. 09 833 6005

Distance: 2.0 km
Decile: 2
Age Range: Full Primary
Authority: State
Gender: Co-Educational
School Roll: 254
Zoning: Out of Zone

HENDERSON INTERMEDIATE

70 Lincoln Road
Henderson
Auckland
Ph. 09 838 8529

Distance: 2.6 km
Decile: 3
Age Range: Intermediate
Authority: State
Gender: Co-Educational
School Roll: 544
Zoning: In Zone

RANUI SCHOOL

Ranui Station Road
Ranui
Auckland
Ph. 09 833 6286

Distance: 0.4 km
Decile: 2
Age Range: Contributing
Authority: State
Gender: Co-Educational
School Roll: 505
Zoning: No Zone

SUMMERLAND PRIMARY

62 Summerland Drive
Henderson
Auckland
Ph. 09 836 7460

Distance: 1.4 km
Decile: 5
Age Range: Contributing
Authority: State
Gender: Co-Educational
School Roll: 569
Zoning: Out of Zone

SWANSON SCHOOL

703 Swanson Road
Swanson
Ph. 09 833 3500

Distance: 1.5 km
Decile: 3
Age Range: Full Primary
Authority: State
Gender: Co-Educational
School Roll: 500
Zoning: In Zone

Secondary Schools

LISTON COLLEGE

16 Edwards Avenue
Henderson
Auckland
Ph. 09 838 9350

Distance: 2.1 km
Decile: 5
Age Range: Year 7-15
Authority: State Integrated
Gender: Boys School
School Roll: 751
Zoning: No Zone

Property Guru

By  CoreLogic®

MASSEY HIGH SCHOOL

274 Don Buck Road
Massey
Auckland
Ph. 09 831 0500

Distance: 2.8 km
Decile: 4
Age Range: Year 9-15
Authority: State
Gender: Co-Educational
School Roll: 2452
Zoning: Out of Zone

NGA KAKANO CHRISTIAN REO RUA KURA

27d Waipareira Avenue
Henderson
Auckland
Ph. 09 835 3626

Distance: 3.0 km
Decile: 5
Age Range: Composite
Authority: Private
Gender: Co-Educational
School Roll: 73
Zoning: No Zone

ST DOMINIC'S COLLEGE (HENDERSON)

29 Rathgar Road
Henderson
Auckland
Ph. 09 839 0380

Distance: 2.0 km
Decile: 5
Age Range: Year 7-15
Authority: State Integrated
Gender: Girls School
School Roll: 903
Zoning: No Zone

WAITAKERE COLLEGE

Rathgar Road
Henderson
Auckland
Ph. 09 836 7890

Distance: 1.9 km
Decile: 3
Age Range: Year 9-15
Authority: State
Gender: Co-Educational
School Roll: 1105
Zoning: In Zone

Tertiary

A1 First Aid Limited

9a Waipareira Avenue
Ph. 09 83606677

Distance: 3.0 km
Tertiary type: Private Training Estab

Bible College of New Zealand

221 Lincoln Road
Ph. 09 836 7800

Distance: 2.9 km
Tertiary type: Private Training Estab

UUNZ Institute of Business

411 Great North Rd
Ph. 09 915 3390

Distance: 3.0 km
Tertiary type: Private Training Estab

Utilitech Training Centre

45 Keeling Road
Ph. 09 837 6354

Distance: 2.8 km
Tertiary type: Private Training Estab

Walsh Trust Training Service

8 Hickory Avenue
Ph. 09 837 5240/

Distance: 3.3 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: 12 February 2021

Disclaimer

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Rental Appraisal



15 Pooks Road

\$520.00-\$570.00

6th March 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, tow bathroom townhouse is situated in a highly sought after area.

The living, dining and kitchen is open plan and spacious. The living room has a great indoor / outdoor flow to the deck and the kitchen has plenty of pantry and bench space throughout. All three bedrooms are doubles with built in robes. The master bedroom is situated upstairs and has an ensuite with a free standing shower. The family bathroom is situated on the lower level with the other two bedrooms and has a shower over bath.

Situated on a low maintenance section with a double garage and an outdoor patio area.



Comparable Rental Properties

1. 469 Swanson Road, Ranui: Three bedrooms, one bathroom: \$525.00
2. 17 Camphora Place, Ranui: Three bedrooms, one bathroom: \$575.00
3. 520 Swanson Road, Ranui: Three bedrooms, one bathroom: \$575.00

Current Ministry of Business Innovation and Employment Statistics report that an average three bedroom home in the area rents for \$550.00 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
Austar Property Services
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 based 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.

What is 15 Pooks Road Worth to You?

Method of Sale:

A SET DATE OF SALE 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 15 Pooks Road Ranui 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.

All the best with your research.

Comparable Sales

RayWhite

Prepared for:

Subject property: 15 Pooks Road, Ranui, Auckland

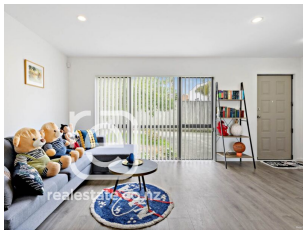
Prepared on: 24 February 2021

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	\$540,000 to \$779,000	Median	\$639,000	Mean	\$636,287	The median of the properties listed below sold 8.97% above the current C.V.
C.V	\$460,000 to \$740,000	Median	\$540,000	Mean	\$573,461	

20 Rakich Place, Henderson, Auckland

3 1 1



Last Sold	\$620,000 - 27 Jan 21
Capital Value	\$460,000 - 01 Jul 17
Land Value	\$330,000 - 01 Jul 17
Improvements	\$130,000
Land Use	Townhouse

Land Area	172 m ²
Floor Area	117 m ²
Roof	Tile Profile
Walls	Roughcast, etc
Building Age	2000-2009

38 Rakich Place, Henderson, Auckland

3 1 1



Last Sold	\$577,500 - 18 Dec 20
Capital Value	\$510,000 - 01 Jul 17
Land Value	\$305,000 - 01 Jul 17
Improvements	\$205,000
Land Use	Residence

Land Area	185 m ²
Floor Area	67 m ²
Roof	Tile Profile
Walls	Roughcast, etc
Building Age	2000-2009

5 Sun Place, Henderson, Auckland

3 1 3



Last Sold	\$602,000 - 23 Nov 20
Capital Value	\$490,000 - 01 Jul 17
Land Value	\$310,000 - 01 Jul 17
Improvements	\$180,000
Land Use	Residence

Land Area	144 m ²
Floor Area	117 m ²
Roof	Steel/G-Iron
Walls	Mixed Material
Building Age	2000-2009

1 Lumino Lane, Henderson, Auckland

3 1 2



Last Sold	\$681,500 - 09 Nov 20
Capital Value	\$640,000 - 01 Jul 17
Land Value	\$320,000 - 01 Jul 17
Improvements	\$320,000
Land Use	Townhouse

Land Area	151 m ²
Floor Area	117 m ²
Roof	Steel/G-Iron
Walls	Wood (incl Weatherboard)
Building Age	2000-2009

Comparable Sales

RayWhite

Prepared for:

Subject property: 15 Pooks Road, Ranui, Auckland

Prepared on: 24 February 2021

17 Richard Petterd Way, Swanson, Auckland

3 🚗 2 🚗 2 🚗



Last Sold \$779,000 - 01 Nov 20
Capital Value \$740,000 - 01 Jul 17
Land Value \$300,000 - 01 Jul 17
Improvements \$440,000
Land Use Residence

Land Area 143 m²
Floor Area 144 m²
Roof Steel/G-Iron
Walls Mixed Material
Building Age Unknown

41 Pooks Road, Ranui, Auckland

3 🚗 1 🚗 1 🚗

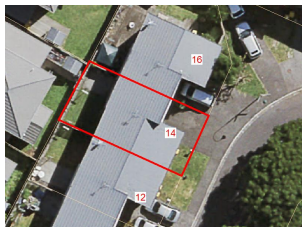


Last Sold \$640,000 - 20 Oct 20
Capital Value \$500,000 - 01 Jul 17
Land Value \$310,000 - 01 Jul 17
Improvements \$190,000
Land Use Townhouse

Land Area 149 m²
Floor Area 114 m²
Roof Tile Profile
Walls Mixed Material
Building Age 2000-2009

14 Butia Avenue, Henderson, Auckland

3 🚗 1 🚗



Last Sold \$540,000 - 02 Oct 20
Capital Value \$495,000 - 01 Jul 17
Land Value \$320,000 - 01 Jul 17
Improvements \$175,000
Land Use Residential

Land Area 129 m²
Floor Area 126 m²
Roof Tile Profile
Walls Roughcast, etc
Building Age 2000-2009

15C Omeara Street, Swanson, Auckland



Last Sold \$639,000 - 02 Oct 20
Capital Value \$620,000 - 01 Jul 17
Land Value \$300,000 - 01 Jul 17
Improvements \$320,000
Land Use Residential

Land Area 109 m²
Floor Area 84 m²
Roof Steel/G-Iron
Walls Mixed Material
Building Age Unknown

57 Pooks Road, Ranui, Auckland

3 🚗 1 🚗 2 🚗



Last Sold \$600,000 - 29 Sep 20
Capital Value \$540,000 - 01 Jul 17
Land Value \$310,000 - 01 Jul 17
Improvements \$230,000
Land Use Residence

Land Area 157 m²
Floor Area 112 m²
Roof Tile Profile
Walls Roughcast, etc
Building Age 1990-1999

Comparable Sales

RayWhite

Prepared for:

Subject property: 15 Pooks Road, Ranui, Auckland

Prepared on: 24 February 2021

23B Omeara Street, Swanson, Auckland



Last Sold \$739,000 - 15 Sep 20
Capital Value \$710,000 - 01 Jul 17
Land Value \$325,000 - 01 Jul 17
Improvements \$385,000
Land Use Residential

Land Area 153 m²
Floor Area 107 m²
Roof Steel/G-Iron
Walls Mixed Material
Building Age Unknown

31A Omeara Street, Swanson, Auckland



Last Sold \$649,000 - 07 Sep 20
Capital Value \$620,000 - 01 Jul 17
Land Value \$300,000 - 01 Jul 17
Improvements \$320,000
Land Use Residential

Land Area 109 m²
Floor Area 83 m²
Roof Steel/G-Iron
Walls Mixed Material
Building Age Unknown

21B Omeara Street, Swanson, Auckland



Last Sold \$649,000 - 07 Sep 20
Capital Value \$620,000 - 01 Jul 17
Land Value \$300,000 - 01 Jul 17
Improvements \$320,000
Land Use Residential

Land Area 109 m²
Floor Area 83 m²
Roof Steel/G-Iron
Walls Mixed Material
Building Age Unknown

5 Lumino Lane, Henderson, Auckland

3 1 1



Last Sold \$555,740 - 26 Aug 20
Capital Value \$510,000 - 01 Jul 17
Land Value \$320,000 - 01 Jul 17
Improvements \$190,000
Land Use Residence

Land Area 174 m²
Floor Area 117 m²
Roof Tile Profile
Walls Roughcast, etc
Building Age 2000-2009

Residential Insights

RayWhite

Prepared for:

Subject property: 15 Pooks Road, Ranui, Auckland

Prepared on: 24 February 2021

Suburb: Ranui

Number of Sales



	Last 3 Months	Last 6 Months	Last 12 Months
Number of Sales	97	178	254
Percentage of Ranui's Properties Sold	2.89%	5.31%	7.57%

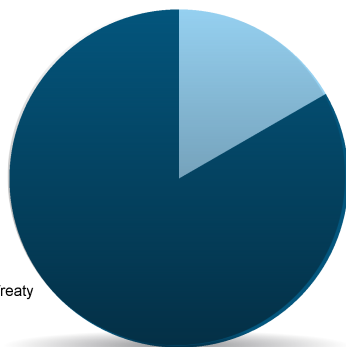
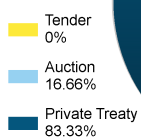
Sale Performance



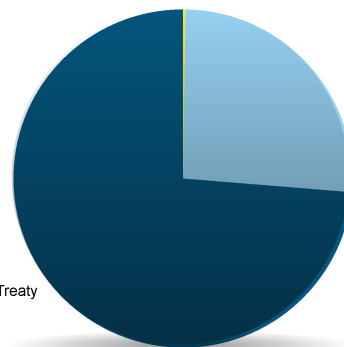
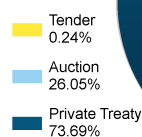
	January 2021	January 2020	% Change		Jan 2021
Median Days To Sell	33	17	▲ 94%	Average Valuation	\$590,000
Median Sale Price	\$905,000	\$625,000	▲ 45%	Median List Price	\$749,990

Sale Types in January 2021

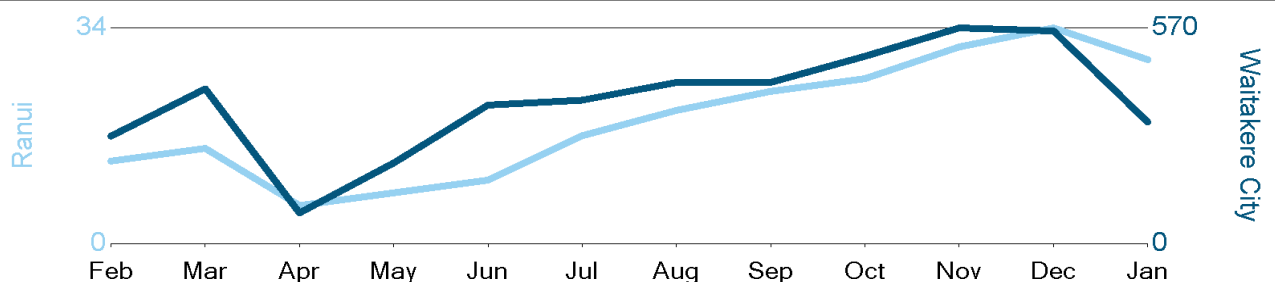
Ranui



Auckland



Number of Sales/Month in Ranui and Waitakere City



Sources: REINZ, Headway Systems Ltd., Custom Software Ltd.

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:** Sophia Naomi Julia de Fossard**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: 15 Pooks Road, Ranui, Auckland

Estate: **FREEHOLD** **LEASEHOLD** **STRATUM IN FREEHOLD**
STRATUM IN LEASEHOLD **CROSS-LEASE (FREEHOLD)** **CROSS-LEASE (LEASEHOLD)**

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

Legal Description:

Area (more or less):199m²**Lot/Flat/Unit:**

6

DP:

208792

Record of Title (unique identifier):

NA137A/7

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

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**Yes/No****Name of Tenant(s):** Pera Adams

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 Titirangi

423 Titirangi Road

Titirangi

AUCKLAND 0604

Ph: 09 817 8011

Manager: Craig Smith

Salesperson: Bronwyn Scott-Woods

(021 613 632)

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:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) 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
 - (d) 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:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by email; or
 - (iv) 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:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) 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;
 - (c) in the case of email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) 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
 - (iii) 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;
 - (d) 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;
 - (e) 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 or by post or telephone.

FURTHER TERMS OF SALE

Further Terms continued on Appendix page

See attached appendix.



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.

Section 1 Vendor	
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
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
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
OR 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").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
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.	
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
OR 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)

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

Drapes, Extractor fan.

SCHEDULE 3**Residential Tenancies**

Name of Tenant(s): Pera Adams

Rent: \$500

Term:

Bond: \$2000

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 must 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:

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Appendix

20.0 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.

20.1 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.

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



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



Contents

1	Title	1
2	Commencement	1
3	Scope and objectives	1
4	Interpretation	1
5	Standards of professional competence	1
6	Standards of professional conduct	1
7	Duty to report misconduct or unsatisfactory conduct	1
8	Duties and obligations of agents	2
9	Client and customer care	2
10	Client and customer care for sellers' agents	3
11	Client and customer care for buyers' agents	4
12	Information about complaints	5
13	Revocation	5

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.¹ 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.

¹ 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 conduct¹ may make a report to the Authority.
- 7.2 A licensee who has reasonable grounds to suspect that another licensee has been

¹ Unsatisfactory conduct is defined in the Act: see section 72.

guilty of misconduct² 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.³

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).

² Misconduct is defined in the Act: see section 73.

³ 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—
- (a) the client consents in writing; or
 - (b) disclosure is necessary to answer or defend any complaint, claim, allegation, or proceedings against the licensee by the client; or
 - (c) the licensee is required by law to disclose the information; or
 - (d) 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—
- (a) be provided in writing to a client by a licensee; and
 - (b) realistically reflect current market conditions; and
 - (c) 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—
- (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 appraisal provided under rule 10.2;
 - (b) when the agency agreement ends;
 - (c) how the land or business will be marketed and advertised, including any additional expenses that such advertising and marketing will incur;
 - (d) that the client is not obliged to agree to the additional expenses referred to in rule 10.6(c);
 - (e) 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 defects⁴, a licensee must either—
- (a) obtain confirmation from the client, supported by evidence or expert advice, that the land in question is not subject to defect; or

- (b) 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 —

⁴ 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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The information in this document is reproduced from the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, and this document is accurate as at the time of publication. Subsequent amendments to these Rules may not be incorporated in this version of this document, but can be found at legislation.govt.nz.



Buying or selling your property?

New Zealand Residential
Property Sale and Purchase
Agreement Guide

Brought to you by the
Real Estate Authority



This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information



About settled.govt.nz and the Real Estate Authority

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 or email info@settled.govt.nz

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



Key things to know about sale and purchase agreements



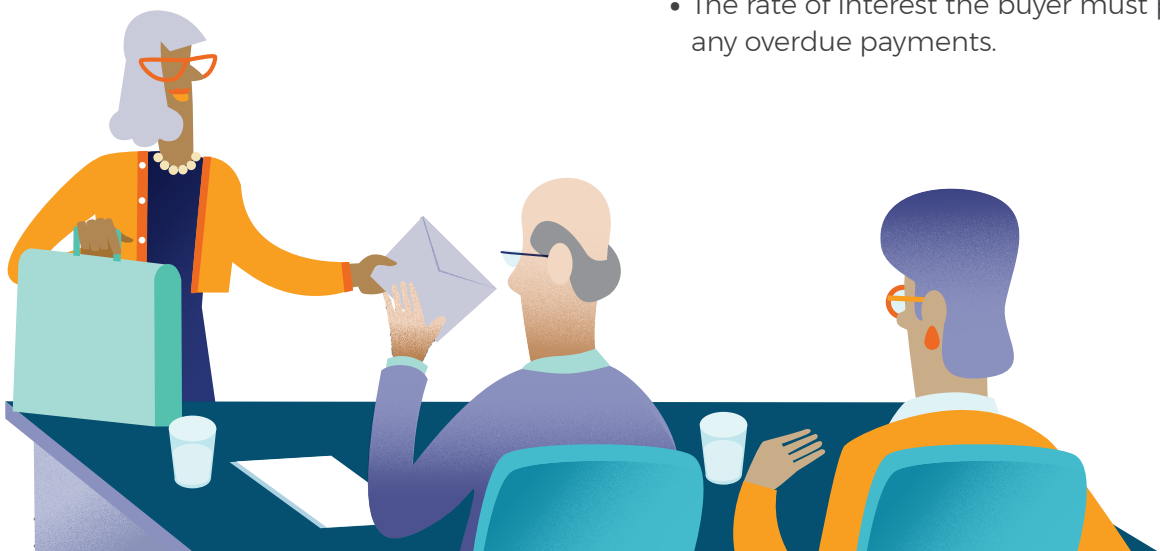
- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- 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

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

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

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

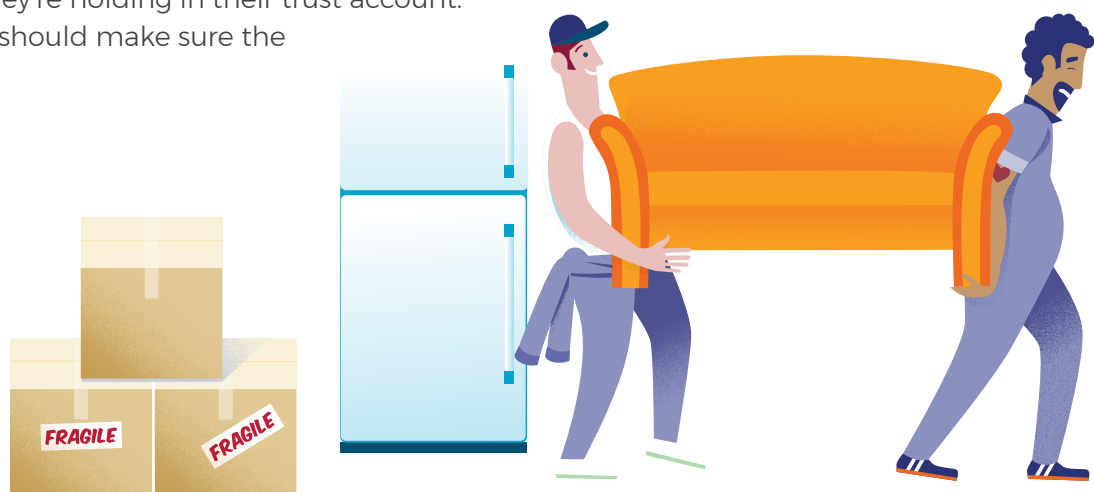
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

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).^{*} 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.

^{*} Settled.govt.nz is brought to you by REA.

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

[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. 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

Citizens Advice Bureau
cab.org.nz

Consumer Protection
(Ministry of Business, Innovation and Employment)
consumerprotection.govt.nz

We welcome any feedback you have on this publication.

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