

Purchaser Acknowledgement Form

Please complete your details below and sign this form before you submit an offer to purchase the property at _____ (property).

Purchaser Name: _____

Address: _____

Phone: _____

Email: _____

Solicitor: _____
(Name) (Firm)

Overseas Investment Act:

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

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

AUCTIONS

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

Customer Due Diligence:

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

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____

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

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

CONSENT BY PURCHASER PRIOR TO ENTRY INTO CONTRACTUAL DOCUMENT

PROPERTY ADDRESS: _____

CONSENTS

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

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

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

_____ / _____ [Purchaser Initials]

DISCLOSURES (Agent to delete if not relevant)

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

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

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

SIGNED

Purchaser: _____ **Date:** / /20 at am/pm

Purchaser: _____ **Date:** / /20 at am/pm

Agent: _____ **Date:** / /20 at am/pm





MULTIPLE OFFER PRESENTATION

PURCHASER ACKNOWLEDGEMENT

I/We acknowledge that the following paragraphs have been read and are understood by me/us.

- 1) There is more than one party interested in purchasing the property described herein.
- 2) That I/we have been advised to put my/our highest and best offer in writing for presentation to the vendor.
- 3) That my/our offer and any other offers will be presented at the same time to the vendor.
- 4) That the vendor may accept or reject any offer at the vendor's sole option.
- 5) That the vendor may counter offer and negotiate with one and only one of the purchasers at the sole choice of the vendor.
- 6) That the terms and conditions of my/our offer will remain confidential and my/our offer will be sealed in an envelope and will be opened in the presence of the vendor.
- 7) That the offers will be presented by the Principal Office or Sales Manager or a nominated senior person (not by the listing salesperson if they are involved in any other offers).

Address of Property _____

Purchasers Signature _____

Date _____

VENDOR ACKNOWLEDGEMENT

I/we acknowledge that I/we have sighted the offer from the above named purchaser(s) for my/our property at the above address.

Vendor's Signature _____

Date _____