## Pre-Set Date Sale/Deadline Sale Procedure

- 1. A registration of buyers must be set up for a Set Date/ Deadline sale, so if there is an accepted preofferall interested parties can be contacted. (Providing the advertisement states the property can besold prior).
- 2. If there is a "Pre" offer it must be prepared on the current form of ADLS / REINZ Sale & Purchase Agreement. Both the Seller and the Buyer are advised to seek independent legal, technical, or other advice on the documentation herein.
- **3.** Should this offer be made via a salesperson that is not the listing agent it will be presented by an independent party such as a manager or auctioneer (with this form attached).
- 4. If the offer is not at an acceptable level and no counter-offer is made, it is communicated to the Purchaser that at that stage the offer was not at a level that would stop the Deadline sale.
- 5. If the offer is at an acceptable level the Vendor & Purchaser will sign this form (acknowledging the appropriate clauses in the agreement) to bring the deadline forward to an acceptable time and date (to include at least one business working day) All other interested parties are then contacted and told that the deadline has now been brought forward and they must submit their offers by that date and time.
- 6. On the new day and time all offers will be presented by an independent party as agreed (manager/auctioneer) if there is more than one salesperson involved. The multiple offer process will apply if there is more than one offer (appropriate forms to be signed).
- 7. The "Pre offerer" agrees to not withdraw their offer prior to the new deadline sale date and time, and the vendor agrees to proceed to accept the most favourable offer on the day.

Subject Property Address:				
The new "Deadline" shall be at		am/pm, On the day of		
Purchaser(s)				
	Full Name	Signed	Date	
	Full Name	Signed	Date	
Vendor(s)				
	Full Name	Signed	Date	
	Full Name	Signed	Date	

All parties to this agreement agree to the following

1. If the vendor accepts and signs this offer, then both parties acknowledge that this is a complete and binding contract, and the purchaser cannot withdraw or revoke this offer at any time up to and including the time and date of the multi offer process, (if applicable.)

2. The purchase price agreed in this agreement will be kept confidential until presented as part of the multi offer, to be presented prior to 7.30pm on the third working day after the date of this agreement.

3. Should the vendor accept another offer during the multi offer process, this agreement will be at an end, and the provisions of clause 9.10(5) shall apply.

4. Both parties acknowledge that they have been advised to obtain legal advice as to the nature and effect of this clause.

### **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:**

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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 LIABIITY 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.





## Austar Realty Ltd Complaints & Disputes Resolution Procedure

In accordance with Rule 12 Real Estate Agents Act (Professional Conduct and Client Care Rules) 2012, all licensed real estate agents are required to have a written in-house complaints and dispute resolution procedure.

You do not have to use our complaints and resolution procedure. You may make a complaint directly to the Real Estate Agents Authority at any time. You can make a complaint to the Real Estate Agents Authority even if you choose to also use our procedures.

Our complaints and dispute resolution procedure is designed to provide a simple and personalised process for resolving any concern or complaint you might have about the service you have received from Austar Realty, or any of our licensees.

- 1. Call the branch manager and give them the details of who you are complaining about, what your concerns are, and how you would like the issue resolved.
- 2. The manager may ask you to put your complaint in writing so that he or she can investigate it. The manager will need a brief period of time to talk to the team members involved, and document their response. We promise to come back to you within 5 working days with a response to your complaint. That response may be in writing. As part of that response we might ask you to meet with a senior manager or our CEO to discuss the complaint and try to agree on a resolution.
- 3. If we are unable to come to an agreed resolution after a meeting, or if you don't wish to meet with us, we may provide you with a written proposal to resolve your complaint.
- 4. If you do not accept our proposal, please try and advise us in writing within five working days. You can, of course, suggest another way of resolving your complaint.
- 5. If we accept your preferred resolution, we will attempt to implement that resolution as soon as possible. If we decline your preferred resolution, we may invite you to mediate the dispute.
- 6. If we agree to mediate the complaint but don't settle the complaint at mediation, or we do not agree to mediate the dispute, then that will be the end of our process.

Remember: You can still make a complaint to the Real Estate Agents Authority in the first instance and, even if you use our procedures, you can still make a complaint to the Real Estate Agents Authority at any time.

The Real Estate Authority PO Box 25-371 Featherston Street, Wellington 6146 Phone 0800 for REA or 0800 367 732 or +64 (04) 471 8930

We the undersigned acknowledge receipt of the above document before we signed the Agency Agreement.

(PRINT NAME)	Signed(SIGNED)	Dated
(PRINT NAME)	Signed(SIGNED)	Dated

## 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.



#### DISCLOSURES ( Agent to delete if not relevant )

<u>Relationship Disclosure</u> 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.

<u>Multi-Offer</u> 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.

<u>Further Disclosures</u> 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:	1	/20	at	am/pm
Agent:	Date:	/	/20	at	am/pm



## CONSENT BY VENDOR PRIOR TO ENTRY INTO CONTRACTUAL DOCUMENT

#### PROPERTY ADDRESS:

#### **CONSENTS**

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

- 1. We were given a copy of an Approved Guide issued by the Real Estate Agents Authority; and in house complaints procedure.
- 2. We then entered into the Agreement for Sale and Purchase \ Tender \ Auction Agreement as Vendor(s).
- 3. That neither the Vendor ( or any party associated with the Vendor ) is a person who 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.

/ [Vendor Initials]

#### DISCLOSURES ( Agent to delete if not relevant )

<u>Relationship Disclosure</u> I/We acknowledge that any relationship that may exist between the Purchaser ( or any party associated with the Purchaser), and the Agent, was disclosed to us prior to entering into and signing the Agreement for Sale and Purchase.

<u>Related Party Transaction</u> I/We acknowledge that we were advised that the provisions of section 134 of the Real Estate Agents Act 2008 <u>*do / do not*</u> apply (Agent to delete).

<u>Further Disclosures</u> I/We further 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 Vendor: Date: 1 /20 at am/pm Vendor: Date: 1 /20 at am/pm /20 Date: 1 at Agent: 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 <u>one and only one</u> of the purchasers at the <u>sole choice</u> 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 \_\_\_\_\_