

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 pre-offer all interested parties can be contacted. (Providing the advertisement states the property can be sold 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:

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



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)

Relationship Disclosure 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.

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

Further Disclosures 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:** / /20 at am/pm

Vendor: _____ **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 _____