

# ACKNOWLEDGEMENTS



*Prior to signing a sale and purchase agreement, we recommend that you seek legal / technical advice.*

Vendor Initials: \_\_\_\_\_ Purchaser Initials: \_\_\_\_\_

Please read and sign this form before commencing the purchase process or bidding at auction.

**Property Address:** 77 Minnehaha Avenue, Titirangi

**Vendor:** Henricus Emile Gerardus Maria Abbenhuis, Jacintha Maria Abbenhuis van den Broek and Perpetual Trust Limited

**Purchaser:** \_\_\_\_\_

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## REA REQUIREMENTS:

You are entering into this transaction voluntarily and without duress.

We have made you aware that we have an in-house complaints procedure, and provided you with the following documents: REA Code of Conduct | REA Guide to Selling and Buying | OIA Information Sheet

## AML & OIA:

You will have Anti Money Laundering obligations under the AML Act 2009 and may also have OIA obligations under the Overseas Investment Amendment Act 2021 (*information sheet provided*).

You will need to provide to your Solicitor, a NZ IRD number and NZ bank account number, to complete the sale.

**IF YOU ARE UNCERTAIN ABOUT YOUR ELIGIBILITY, YOU MUST NOT BID AT AUCTION, AND SHOULD MAKE YOUR OFFER SUBJECT TO OBTAINING OVERSEAS INVESTMENT OFFICE CONSENT.**

## RELATED PARTY TRANSACTION:

We will advise you in writing if the owner (or any party associated with the owner) is a salesperson or employee of Austar Realty or is related to any such salesperson or employee.

## BOUNDARIES:

The salesperson cannot, and therefore has not, defined the property boundaries.

## MULTI OFFERS:

We acknowledge that this can be a high stakes and stressful process for buyers. As such, we have a set Multi Offer process in place, and specific documentation that will be strictly followed for multi offers.

## TITLE:

We have provided you with the certificate of title for the property, and any relevant interests or instruments. If the property is a cross lease, we have provided you with the flats plan, and the memorandum of lease. If the property is a unit title, we have provided you with the pre contract disclosure statement.

## PROFESSIONAL REPORTS:

Even if the vendor has already supplied a third-party builder's report, we recommend that you obtain independent professional reports on the property, if you have any doubts about its condition.

Vendor Signature(s) \_\_\_\_\_

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

Purchaser Signature(s) \_\_\_\_\_

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

## DISCLOSURES

**IMPORTANT:** This is a living document that may change several times before sale day. Please ensure you read and download the most up to date version before making an offer or bidding at auction.

This document was updated on: 19 January 2026

Interest: During marketing campaigns, dates and timeframes sometimes change. Please register your interest with us as early as possible so you don't miss out on purchasing the property.

We have made available to you the following:

- Certificate of Title
- LIM
- Property File (available on request)
- Rates information from Auckland Council
- School Zones
- REA Code of Conduct
- REA Guide to Selling and Buying
- Sale & Purchase Agreement

### Known defects associated with the property:

- Small hot plate on stove not working
- Window in single bedroom painted closed

### Other disclosures that may be important to purchasers:

- The Perpetual Trust (one of the vendors) has removed the following warranties from the listing agreement as per their protocol.

#### 8.0 Client Warranties

8.1 The person signing this agreement as or on behalf of the Client warrants that he or she has full authority to do so.

8.2 ~~The Client warrants that the Property is not, and has not been, subject to any weathertightness issues known to the Client other than as may be identified in this agreement.~~

8.3 ~~The Client warrants that the Property is not, and has not been, used for the manufacture of methamphetamine, to the Client's knowledge, or been subject to methamphetamine contamination known to the Client, other than as may be identified in this agreement.~~

8.4 The Client warrants that, having made proper enquiries, to the best of the Client's knowledge and belief:

8.4.1 the information provided in this agreement (including but not limited to **the attached Property Description**) is correct;

8.4.2 the Property is not subject to any defects or hazards, requisitions or notices from any party other than those identified in this agreement, if any; and

8.4.3 has not omitted any material information to the Agent.

Note: If the Client is unable to provide any of the above warranties, relevant details should be set out below (use additional sheets if needed):

*As Perpetual Trust limited as trustee of the H+J Abbenhis Family Trust, has not been occupying the property, any disclosures or warranties by the Vendor are, in the case of Perpetual Trust, limited to matters within the actual knowledge of the staff of Perpetual Trust who are dealing with this transaction. Perpetual Trust is not required to make any enquiry in this respect.*

9.0 Indemnity:

- There was a slip on the neighbouring property. The vendors were unaware of the slip until they were contacted by EQC who did an analysis of the slip. They did a Geotech report and also assessed the retaining walls on 77 Minnehaha Ave. The vendors believe that the assessment indicated that the retaining walls were in excellent condition. We have not sighted documentation to support this.
- There is a Safe & Sanitary available to cover the missing documentation relating to REQ-2002-57 noted in the LIM

**Vendor Circumstances** - *The Vendor has given us permission to disclose the following personal information:*

Downsizing

**Additional Information:**

- Solar panel used for heating water
- Double glazing in living room, master bedroom and entrance
- 2 x HRV systems

## Land Information Memorandum (LIM)

We have summarised what we believe are the important points in the LIM however we strongly recommend that you read the entire document and seek legal advice.

<b>Wind Zones for this property</b>	High wind speed of 44 m/s
<b>Soil Issues</b>	30/06/2000 Stability Sensitive: Please note this property was previously shown under the Transitional District Plan as being located in a Stability sensitive area.  Stability sensitive - Titirangi and Laingholm is stability sensitive. This means that should you develop the property, you will require an engineer's report.
<b>Exposure Zones</b>	Zone D High – Coastal areas with high risk of wind-blown sea-spray salt deposits.
<b>Planning</b>	LUC-2014-594 Tree Consent Vegetation alteration - remove Flame tree Granted 16/05/2014
<b>Building</b>	BPM-1965-10203 Garage 22/07/1965  ABA-2005-1540 Heater Installation 03/06/2005 Issued (See Note 1) CCC Issued 02/09/2005  ABA-2012-1237 Install solar water heater 21/09/2012 CCC Issued 02/09/2014
<b>Unauthorised Building Work</b>	REQ-2002-57 Unauthorised / Unconsented Work Building Requisition – House
<b>Waitakere Ranges Heritage Area</b>	This property is located within the Waitākere Ranges Heritage Area as defined in the Waitākere Ranges Heritage Area Act 2008.
<b>Zoning</b>	Residential Large Lot Zone
<b>Controls</b>	Controls: Macroinvertebrate Community Index - Native Controls: Macroinvertebrate Community Index - Urban Controls: Stormwater Management Area Control - TITIRANGI
<b>Overlays</b>	Natural Heritage: Ridgeline Protection Overlay – Natural Natural Heritage: Waitakere Ranges Heritage Area Overlay - Extent of Overlay  Natural Heritage: Waitakere Ranges Heritage Area Overlay - WRHA_06 - Subdivision Schedule Natural Resources: Significant Ecological Areas Overlay - SEA_T_5539 - Terrestrial

**Settlement Date on Offer:** Please discuss with agent

We recommend that you get a building inspection report. We also recommend that when purchasing a property, you seek legal advice, complete due diligence and arrange your finance.

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 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.

Vendor Signature(s) \_\_\_\_\_

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

Purchaser Signature(s) \_\_\_\_\_

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

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

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

Further relevant discussions (vendor)

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

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

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

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

Further relevant discussions (buyer)

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

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

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

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





## 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 Level 4 The  
Todd Building 95  
Customhouse Quay

Wellington 6011

Phone 0800 367 732