



Boundary lines are indicative only

70 Norris Road Maungatapere

Mia Wilson

☎ 027 385 3991

✉ mia@trinitynetwork.co.nz

Helen Powell

☎ 021 644 234

✉ helen.powell@trinitynetwork.co.nz

The documents provided in this information pack are review copies only, many provided by third parties and may not be current or complete. The records and reports are subject to update at any time. The information contained is therefore only being provided for basic introductory purposes and should not be relied upon by purchasers. Purchasers are encouraged to obtain their own copies of any records and seek independent legal and professional advice.

March 2022



Opportunity Knocks - Reap the Rewards

This property is perfect for lifestylers seeking self-sufficiency as well as potential additional income.

Rich volcanic soil supports abundant avocado and Seville orange crops, catering to niche markets. There are citrus, banana, and fruit trees, garden beds, and a greenhouse for keen gardeners. With access to the Maungatapere Water Scheme and water tanks, ample water is available.

The four-bedroom, two-bathroom home features a conservatory and large master suite with deck access. A wood fire and heat pump ensure cosy living, with options for outdoor enjoyment on covered decks. A triple-bay high-span shed includes a studio space and 3-phase power, alongside a double garage.

Conveniently located near Maungatapere Village and a short drive to Whangarei City, this lifestyle property offers the best of all worlds for a fulfilling life.

70 Norris Road Maungatapere

Price: For Sale Deadline Treaty

Land Area: 15,705m²

Floor Area: 170m²

View Online:

www.trinityrealestate.co.nz/property/opportunity-knocks-reap-the-rewards

Open Home:

Please call for viewing times

Mia Wilson

027 385 3991

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Helen Powell

021 644 234

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Vendor Transparency Document

Address: 70 NORRIS RD, MAUNGAPERE 0179

IMPORTANT NOTE: This form is completed by or on behalf of the vendor to set out information about the property known by the vendor, or to the best of the vendors knowledge. It is provided to Purchasers as initial background information only. The statements are not to be relied on by the purchaser or any third party. Nothing in this form constitutes a warranty, guarantee, or obligation of the vendor and none of the information or statements shall be deemed part of any subsequent Sale and Purchase Agreement for the property.

The Vendor agrees that if after signing this form, they become aware of any additional information as described in this form or that may be of any interest to the purchaser, they will notify the Agent immediately to arrange an update to the form which will be provided to the Purchaser. The Vendor also agrees that anything additional discovered by the Agent may be noted on the 'Title & Further Information Form' at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included on other paper if there is not enough space.

Is the Vendor aware of any weather tightness, structural or geotechnical issues (including any past damage)?

Yes No

Is the Vendor aware of any other damage or defect to the property including cladding, internal walls, roof, guttering, piling or any other hidden or underlying defects etc?

Yes No

Is the Vendor aware of any hazards including weatherside cladding, asbestos, dux quest plumbing, scrim or any other similar item that in the vendors discretion, considers may be relevant to a purchaser?

Yes No

Is the Vendor aware of any chattel, fixture or fitting that does not work or is damaged?

Yes No

Is the Vendor aware of any issues regarding the neighbourhood including road changes, planned developments, phone towers or received any notice or demand from any local or government authority or other statutory body, from any tenant of the property or any other party? Has the vendor given any consent for neighbouring builds, developments or renovations or any other matter?

Yes No

Is the Vendor aware of any criminal activity, drug use or creation, deaths (other than as a result of natural cause) or other activity or event that in the vendors discretion & opinion, considers may be relevant to a purchaser?

Yes No

Is the Vendor aware of any outstanding payments on the property including any building work, insulation, chattels, or items that have been agreed to be added to the rates?

Yes No

Is the Vendor aware of any work done at the property by any person at any time that was not correctly permitted, consented, signed off or completed in accordance with the applicable laws or Council requirements?

BIG SHED. BUILD ON PREVIOUS FOOTPRINT TO CODE

Yes No

Is the Vendor aware of any matters concerning the boundaries, fencing or title that at the vendors discretion, may cause a prospective purchaser concern? (Eg fencing issues, unclear boundaries or disputes, title complications or requisitions etc)

Yes No



Vendor Transparency Document

Additional Information Provided by the Vendor:

- Has the Vendor completed a Healthy Homes Assessment if tenanted? Yes No
- Does the property have a Healthy Homes Certificate? Yes No NA
- Are there any retaining walls on the property? Yes No
- Has a Code of Compliance Certificate been issued Yes No NA
- Is this a legal Home and Income? Yes No
- Has a Code of Compliance Certificate been issued? Yes No NA
- Is there a wood burner or other fire appliance? Yes No
- Has a Code of Compliance Certificate been issued? Yes No NA
- Is the property insulated? No Under Floor Walls Roof

For all of the above where applicable has the relevant documentation been:

- 1) Provided by vendor Yes No NA
- 2) Sited by the agent Yes No NA

Describe any renovation work done (even if no consents or certificates were required)?

Is any other information provided by the Vendor?

Vendor: Sign: *MGW Bagley* Print Name: MARINA BAGLEY Date: 22-3-2024

Vendor: Sign: *MGW Bagley* Print Name: MGW BAGLEY Date: 22.3.2024

Vendor: Sign: _____ Print Name: _____ Date: _____

For subsequent information established by the Agent see the LIM, Title & District Plan Explanation Form

IMPORTANT NOTE FOR PURCHASERS: Any Consents and Compliance Certificates or Reports that have been made available to the Agent will be included in the information pack. It is strongly recommended the Purchaser and/or their lawyer review these documents (which may or may not have been made available to the Agent). The vendor may not have disclosed all information about the property or may have no knowledge of issues that are important or relevant to the purchaser. The purchaser must not rely on this information as complete or accurate and must make their own enquiries and seek professional advice in all respects to fully satisfy themselves as to the condition/suitability of the property and any other matters relevant to the purchaser prior to entering into any contract for sale and purchase.

This form is not part of any Sale and Purchase Agreement for the property.





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




R.W. Muir
Registrar-General
of Land

Identifier **NA136A/116**
Land Registration District **North Auckland**
Date Issued 03 April 2002

Prior References

NA124B/436

Estate Fee Simple
Area 1.5705 hectares more or less
Legal Description Lot 2 Deposited Plan 207555

Registered Owners

Michael George Whittingham Bagley and Marina Janet Hazel Bagley

Estate Fee Simple - 1/16 share
Area 6393 square metres more or less
Legal Description Lot 10 Deposited Plan 195408

Registered Owners

Michael George Whittingham Bagley and Marina Janet Hazel Bagley

Interests

Subject to Section 241(2) Resource Management Act 1991 (affects DP 207555)

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Subject to a right to convey water over part marked U on DP 195408 created by Transfer D407278.12 - Produced 7.7.1999 at 2.00 pm and entered 16.7.1999 at 9.00 am (Affects Lot 10 DP 195408)

Appurtenant hereto is an electricity right specified in Easement Certificate D407278.13 - Produced 7.7.1999 at 2.00 pm and entered 16.7.1999 at 9.00 am

Appurtenant hereto is a right of way, a right to convey water and a telecommunications right specified in Easement Certificate D695003.6 - 3.4.2002 at 3.21 pm

Subject to a right to transmit electricity over part marked D on DP 207555 specified in Easement Certificate D695003.6 - 3.4.2002 at 3.21 pm

The easements specified in Easement Certificate D695003.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey water over Lot 2 DP 207555 marked B on DP 337033 in favour of Maungatapere Water Company Limited created by Easement Instrument 9341969.1 - 18.3.2013 at 8:58 am

D 407278.12

TE.

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*

124B	435	Part	"JM" & "N" Lot 1 Deposited Plan 195408 marked O Lot 2 Deposited Plan 195408
124B	436	Part	
(Continued in Annexure Schedule)			

Transferor Surnames must be underlined

JOHN LLOYD FISCHER, PATRICIA FAY FISCHER and IAN MICHAEL BLOORE

Transferee Surnames must be underlined

MAUNGATAPERE WATER COMPANY LIMITED

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

An easement in gross to convey water (continued on page 2 annexure schedule)

Consideration

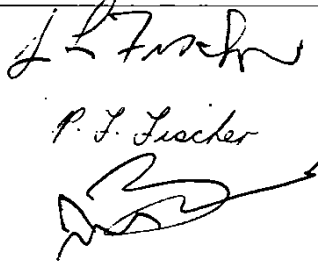
\$1.00 (ONE DOLLAR)

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 16th day of June 1999.

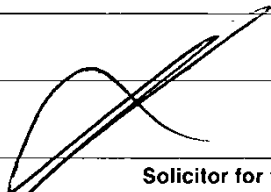
Attestation

	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters (unless typed/written or legibly stamped)
	Witness name
Occupation	D. B. DENNIS
Address	SOLICITOR
	DARGAVILLE
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 IN APPLICABLE CERTIFICATE)

REF 4135


 Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

16 June 1999

Page

2

of

2

Pages

Certificate of Title (continued)

<u>No.</u>	<u>All/Part ?</u>	<u>Area and Legal Description</u>
124B 437	Part	Parts marked "K" & "Q" Lot 3 Deposited Plan 195408
124B 438	Part	Part marked "L" Lot 4 Deposited Plan 195408
124B 440	Part	Part marked "W" Lot 6 Deposited Plan 195408
124B 441	Part	Part marked "S" Lot 7 Deposited Plan 195408
124B 442	Part	Part marked "V" Lot 8 Deposited Plan 195408
124B 436	Part	Part marked "U" Lot 10 Deposited Plan 195408
124B 437, 438, 439 & 440	Part	Part marked "X" Lot 11 Deposited Plan 195408

Estate or interest or easement to be created continuation)

The Transferee shall have the right to convey water in terms of and pursuant to Section 90D of the Land Transfer Act 1952 over the above described parts in the land in the above Certificates of Title.

Continuation of "Operative Clause"

- (a) The Transferee shall have the right to dig, construct and lay pipe drains over that part of the land subject to the right to convey water together with a right to inspect, repair, clean, dig up, alter, enlarge, renew or replace those pipe drains.
- (b) For the purposes of the grant of this easement, the Transferee and the Transferees agents contractors and employees shall have the right with or without vehicles to enter upon the subject land and generally to do anything necessary or convenient for the full exercise of the rights granted herein.
- (c) The Transferee covenants with the Transferor that upon the exercising of any of its rights the Transferee shall:
 - (i) Cause as little damage as possible to the subject land and cause as little inconvenience as possible to the occupiers of the subject land;
 - (ii) Restore the subject land as near as reasonably possible to its previous condition;
 - (iii) Make good at the Transferee's expense any damage done by the actions of the Transferee, its agents, contractors and employees to buildings, erections and fences of the Transferor.
- (d) The Transferor covenants with the Transferee that the Transferor shall not at any time do anything which will prevent or interfere with the free passage of water through the pipe drains or prevent or interfere with the full use and enjoyment of the Transferee of the rights created by this instrument.

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.

J.P.F.

P.J.J.

AB

[Signature]

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

The above/within easements ~~when created will~~
~~be~~ ^{subject} subject to Section 243(a) Resource
Management Act 1991

[Signature]
for DLR Reg

PRODUCED
ENTERED

200 07 JUL 99 D 407278.12
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
FOR REGISTRAR - GENERAL

LINZ COPY



- 443

Law Firm Acting

Auckland District Law Society
REF 4135



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



View Instrument Details

Instrument No 9341969.1
Status Registered
Date & Time Lodged 18 March 2013 08:58
Lodged By Yearbury, Donna
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
NA136A/116 North Auckland

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Graeme John Mathias as Grantor Representative on 15/03/2013 11:00 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Graeme John Mathias as Grantee Representative on 15/03/2013 11:00 AM

*** End of Report ***

Easement instrument to grant easement or profit à prendre, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Luke Norman Crawford, Finn Brogger Jorgensen and De Lacey Trustee Company Limited

Grantee

Maugatapere Water Company Limited

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Water	Marked "B" on Deposited Plan 337033	NA136A/116	In gross

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule—]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule—]~~

D 695003.6 EC



EASEMENT CERTIFICATE

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

—We **PASCOE & PURTON LIMITED** and **Murray Scott FOSTER**

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 **Auckland**

on the _____ day of _____ under No. **207555**
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. 207555

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, Right to Convey Water	Lot 1	marked "B" and "C"	Lot 2	136A/115 and 136A/116
Telecommunications	Lot 1	marked "B"	Lot 2	136A/115 and 136A/116
Right to Transmit Electricity	Lot 2	marked "D"	Lot 1	136A/115 and 136A/116



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:

1. Right of Way

The rights and powers and terms, conditions, covenants or restrictions in respect of the easement of right of way created hereby are those set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.

2. Right to Convey Water

The rights and powers and the terms, conditions, covenants or restrictions with respect to the easement granting a right to convey water shall be those as set out in Clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952.

3. Telecommunications

The rights and powers and the terms, conditions, covenants or restrictions with respect to the easement of telecommunications created hereby shall be:

- (i) The full, free, uninterrupted and unrestricted right to install and thereafter repair and maintain such line, lines or works as shall be required for the purpose of telecommunications.
- (ii) The full, free right, liberty and licence for all times hereafter for the proprietor of the dominant tenement with his engineers, surveyors, servants, agents, employees, workmen, contractors and invitees with or without vehicles laden or unladen and with materials, machinery and implements from time to time and at all times:
 - (a) To lay and maintain in and under the soil, tarsealed surfaces, fence and fences of the servient tenement a line or lines or works;
 - (b) To enter and remain upon the servient tenement for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering the line or lines or works as the case may be and opening up the soil of the easement land and making thereon any cuttings, fillings, grades, batters or trenches and to reopen the same and generally to do and perform such acts or things upon the easement land as may be necessary to enable the proprietor of the dominant tenement to receive the full, free use and enjoyment of the rights and privileges granted under this instrument;
 - (c) To use the line or lines or works for the purpose of telecommunications without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration);

PROVIDED ALWAYS that all such line or lines or works are laid underground and that on completion of any work by the proprietor of the dominant tenement on the easement land pursuant to this easement requiring the proprietor of the dominant tenement to open up the land the proprietor of the dominant tenement shall restore the surface of the easement land as nearly as possible to its former condition and replace the soil at the surface, including the tarsealed surface and turf (if any) consolidated to its proper level.

For the purposes of this easement of telecommunications the following definition shall apply:

"Telecommunications" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Easement Certificate

Dated

Page

of

Pages

nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any underground electronic power supply incidental to telecommunications.

"Line or Lines"

means a wire or wires, cables or a conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunications and includes any insulator, casing, fixing (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments or re-enactments.

"Works"

includes a line and lines as above defined and any instrument, radio apparatus comprising transmitters or receivers or a combination of both, machinery, engine, excavation or work of whatever description used for the purpose or in relation to or in any way in connection with telecommunication and includes "existing works" as defined by the Telecommunications Act 1987 and its amendments and re-enactments.

4. Electricity

The rights and powers and the terms, conditions, covenants or restrictions with respect to the easements of a right to transmit electricity described herein shall be the full, free, uninterrupted and unrestricted right to transmit electricity in conformity with the requirements of the proper authority as to the number of wires or cables either above ground by insulated wires or cables if at the date of this certificate such wires or cables have been already erected above ground or alternatively at depths below ground surface by underground insulated wires or cables below the surface and following the stipulated course (where a course is stipulated) consistent with the rights of other persons having the same or similar rights from the source of supply or point of entry as the case may be across the land over which the easement is granted together with additional rights incidental thereto as follows :

- (a) To use any line or wires, cables, appliances or apparatus already established on the stipulated course or any wires, cables, appliances or apparatus in replacement of or in substitution for all or any of them.
- (b) Where no such line or wires or cables exist to lay, place and maintain or to have laid, placed and maintained a line of the same under the surface of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined.
- (c) In order to construct or maintain the efficiency of any wires or cables or other necessary appliances or apparatus the full, free, uninterrupted and unregistered right, liberty and privilege for the proprietor of the dominant tenement, his tenants, servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created (or where only the position of the wires or cables is defined in the easement, upon such part of the servient tenement and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, repairing, maintaining and renewing the wires and cables and other necessary appliances or apparatus or any other part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the servient tenement and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operation is remedied.

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.



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

Dated this 19th day of March, 2002

Signed by the above-named
**PASCOE & PURTON LIMITED and
MURRAY SCOTT FOSTER**

in the presence of

Witness

Occupation **GRANT CURRIE**
..... **SOLICITOR**

Address **WHANGAREI**

 Director
 Director

Correct for the purposes of the Land Transfer Act 1952


(Solicitor for) the registered proprietor:

Approved by Registrar-General
of Land under No. 1998/6031EF



EASEMENT CERTIFICATE

Land Transfer Act 1952

The...
before subject to Section 213(4) Resources
Management Act 1991

[Signature]
Rt DLR

136A/115-116 (m.c.)

Law Firm Acting
THOMSON WILSON SOLICITORS WHANGAREI
<i>6</i> <i>EC</i> <i>[Signature]</i> / <i>30-</i>

Auckland District Law Society
REF: 4050 /4

3.21 03 APR 02 D 695003.6
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
136A/115-116



[Handwritten notes]



EW 18
47066

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(except for "Law Firm Acting")

Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide





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

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on [rea.govt.nz](https://www.rea.govt.nz) and [settled.govt.nz](https://www.settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://www.settled.govt.nz). The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at [rea.govt.nz](https://www.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.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

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 or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- 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 any 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 (such as being late on paying the deposit or the remaining amount at the settlement date).

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 day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- 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
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

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 bank approval for 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
- 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
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- 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.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



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 process.

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 and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be 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.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate 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 real estate professional cannot ask the buyer to pay for their services if they have been engaged 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

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

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 something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate 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 real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them 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.

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

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will 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. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. 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 – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

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



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