



Boundary lines are indicative only

76 Waihirere Drive Coromandel



ROB KEATLEY

M: 0275 777 424

E: rob.keatley@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



Be Tempted at Tuateawa

This very desirable coastal bush section is a perfect spot for those wanting a private retreat with amazing ocean views and soothing ocean sounds. Very little traffic goes past here. You'll only hear the sound of the birds, the stream and the ocean.

The section is 2361 square metres, mostly bush but with a large level platform, suitable for building, with great views. There is the added bonus of a caravan, sheds and a carport. The current owners have lovingly carved out bush tracks so you can access the whole property, including a stream and a little waterfall, to enjoy the calming bush atmosphere. You will be delighted by the charming entrance, surrounded by native trees as you drive into your private piece of paradise.

Escape the "hustle and bustle" and head to Tuateawa for the best spot to unwind. You really have to view this property to appreciate the surrounds and beauty this section has to offer. Call us today to arrange a viewing.

Price: Enquiries Over \$550,000
Land Area: 2361m²

View Online:
www.trinitynetwork.co.nz/76-waihirere-drive-coromandel



Photo taken with a drone



Be quick!

This is unquestionably an impressive section!



ROB KEATLEY

Rob is best described as a “people person” you will find him to be a friendly and engaging individual, with a successful business and sales history, who is always ready with a smile and willing attitude. Rob has a can do philosophy and has built an extensive reputation for service, integrity and trust.

“

We had an amazing experience with John and Rob, they went out of their way to be helpful all the times. Any information or requests which we required no matter how trivial or timely it was, was not a problem.

”

Sue & Mike

Rob Keatley

REAL ESTATE CONSULTANT

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View Online:

www.trinitynetwork.co.nz/76-waihirere-drive-coromandel



VENDOR TRANSPARENCY DOCUMENT



Address: 76 Waihirere Drive, Tuatēawa

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?

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: [Signature] Print Name: Timothy Rowbotham Date: 15/7/22

Vendor: Sign: [Signature] Print Name: Gilian Rowbotham Date: 15/7/22

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

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

IMPORTANT NOTE: 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 acknowledges that it does not rely on this information as complete or accurate and agrees to make its 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.

Purchaser: Sign: _____ Print Name: _____ Date: _____

Purchaser: Sign: _____ Print Name: _____ Date: _____

Purchaser: Sign: _____ Print Name: _____ Date: _____

[Signature] Initial [Signature]

TITLE & FURTHER INFORMATION



Address: 76 Waihirere Drive, Tuatēawa

This information sheet may accompany the legal documents, reports and records such as the property's title, LIM (if supplied by Vendor), and District Plan provided to prospective purchasers by the Agent.

DISCLAIMER: All documents are supplied by for general information purposes only.

The information below are some common 'interests' that may be listed on a property title with simple explanations about the restrictions or rights that could affect the property. Some interests, district plan information, LIM information or other information that has come to the Agents attention may be further detailed on the documents supplied. Some documents may not have been made available to the agent such as the LIM report which means the agent may not have been able to verify some information about the property.

These explanations are not intended to be legal advice or to be relied on by a prospective purchaser. Reading and interpreting the documents is a specialist area. It is the purchaser's sole responsibility to ensure they fully understand the title and related documents from their own investigations and independent professional advice, and the purchaser must not rely solely on the information provided by the Agent or Vendor prior to entering into an agreement to purchase the property. It is strongly recommended that the purchaser seeks advice and explanation about the Title, LIM, District Plan and other relevant documents from their own lawyer or registered conveyancer.

Tick if appropriate to title:

Easements

An easement is the granting or benefit of rights in land that do not include possession. Usually easements allow one party to cross another party's land for a particular purpose, such as rights of way, rights to convey water, gas, electricity or telecommunications, or rights to drain stormwater or sewage. The location of such easements will usually be shown on the plan of the property attached to the certificate of title. "Subject to" means the property gives the benefit to another property. "Appurtenant hereto" means the property has the benefit of the easement.

Easements are not always for the benefit of neighbouring land. An easement in gross has no beneficiary. It is usually in the form of a grant to a territorial authority, or a utility company such as Spark or Vector. The territorial authority or utility company will have the right to access the land for maintenance work.

It must be noted that some easements, such as old drainage easements, may not be recorded on the certificate of title, but will usually appear on district plan maps. There are also a number of "universal" easements, such as those protecting against the undermining of a neighbour's property through excavation. These are common law easements, and not normally registered on the title. May affect use of the property so it is highly recommended to investigate further and seek legal advice.

The easements created by Easement Instrument _____ are subject to Section 243 (a) Resource Management Act 1991

The reference s243(a) of the Resource Management Act 1991 simply means that the easement created under easement instrument _____ cannot be surrendered by the owner of the title without prior consent of the council.

Resource Management Act 241(2)

Refers to details in the RMA section 241(2) likely in relation to the subdivision of the property.

Consent Notice pursuant to Section 221 Resource Management Act 1991

A consent notice registered against the Title gives notice of the conditions of the subdivision consent under which the land was subdivided which bind the owners going forward. This may affect your use of the property so it is highly recommended to seek further legal advice and view any relevant documentation.

Lease of Flat 1 & 2

Relate to the cross lease of the property. This may affect your use of the property so it is highly recommended to view memorandum of lease for further details and to seek further legal advice.

Fencing Covenant

Fencing covenants are used by subdividers and developers to enable them to avoid their contribution to a fence between their property and adjoining land, as provided for in the Fencing Act 1978.. Fencing covenants are recorded on the certificate of title, but expire at the time of sale of the adjoining land by the first purchaser, or at the end of 12 years. However, the covenant is not automatically removed from the certificate of title. Please note that fencing covenants registered on titles that adjoin Crown lands – for example, reserves – may run with the land. Do not confuse a Fencing Covenant with a Fencing Agreement (below).

Fencing Agreement

Is an agreement between adjoining neighbours to do or not do something that would otherwise be permitted. (It contains rules about fencing etc that must be adhered to by various parties.). May affect use of the property so it is highly recommended to view the relevant document and seek further legal advice if there is a Fencing Agreement registered on the title.

Land Covenant

Contains various rules/regulations in relation to the property as private agreements between parties or imposed by the council. This may affect your use of the property so it is highly recommended to view relevant documentation for specific details and it is recommended to seek further legal advice and a full explanation from your solicitor.

Building Line Restriction

A building line restriction may limit where you can build on the property. Recommended to investigate further based on your requirements for the property and to confirm there are no obvious encroachments from existing dwellings. Note that some building line restrictions may not be included on the title but are included on the District Plan. It may affect your intended use of the property so it is highly recommended to view relevant documentation and to seek further legal/technical advice for the full details.

TITLE & FURTHER INFORMATION



Marginal Strip

A Marginal Strip is Crown land adjacent to foreshore, lake, rivers or streams greater than 3 metres wide that is sold or otherwise disposed of, the strip of land no less than 20 metres wide is deemed reserved. This means that the owner of the ex-Crown property located adjacent to the waterway does not own the first 20 metres of that property. This may affect your use of the property so it is highly recommended to seek further investigation/technical advice for full details.

Limited as to Parcels

This means that the property has never been properly surveyed and as such the dimensions of the site it refers to are not guaranteed. This is usually not found in the interests but at the top of the title document. If this is on the title it is highly recommended to seek further legal and specialist advice.

Additional Interests/Subject to various acts

Additional interests may not be common interests on a title and the salesperson may not be familiar with the implications of these interests. These interests are noted below and it is highly recommended to seek further legal/technical advice.

Further Title, District Plan and LIM (if provided) information & any additional information about the property that has come to the Agent's attention. If there is not enough room below, additional pages may be attached.

DISCLAIMER: The information listed below is provided as a starting point for prospective purchasers to do their own research and seek their own advice. It is the purchaser's responsibility to do its own due diligence on the property and this information is intended only to alert the purchaser to possible issues with a property of this age, condition and construction, in this location. The list is not represented as including everything that a purchaser should be aware of or investigate further as there may be issues that the Agent or Vendor have no knowledge of, expertise in, or any reason to suspect or raise. Furthermore, nothing listed below is intended to imply that there is any actual problem or concern with the property or its surrounding area.

By accepting the documents provided by the Agent and signing this form, the purchaser acknowledges and agrees::

I/we acknowledge that:

- The documents provided are review copies only and may not be current or complete. The records and reports are subject to update at any time by the issuer or author of the documents.
- The explanations and information in this form or otherwise given by the Agent are basic introductory information only and as outlined in the disclaimers of this document.
- The purchaser will not rely on the information or documents supplied, and has been advised by the Agent to obtain their own copies of the reports and records from the appropriate authority (eg LIM report, verified copies of CCC's) and seek independent professional advice and explanations from their own lawyer or conveyancer.
- If the purchaser enters into a sale and purchase agreement it will do so solely in reliance on the purchaser's own judgement, independent advice and due diligence investigations. The purchaser will not have any right of recovery against the Vendor or Agent in respect of any such representation made on this form or attached documents.
- This form does not form part of the Sale and Purchase Agreement for the property.

Listing Agent: Sign: Print Name: Rob Keatley Date: 15-7-22
Purchaser: Sign: _____ Print Name: _____ Date: _____
Purchaser: Sign: _____ Print Name: _____ Date: _____
Purchaser: Sign: _____ Print Name: _____ Date: _____



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **533085**
Land Registration District **South Auckland**
Date Issued 01 November 2010

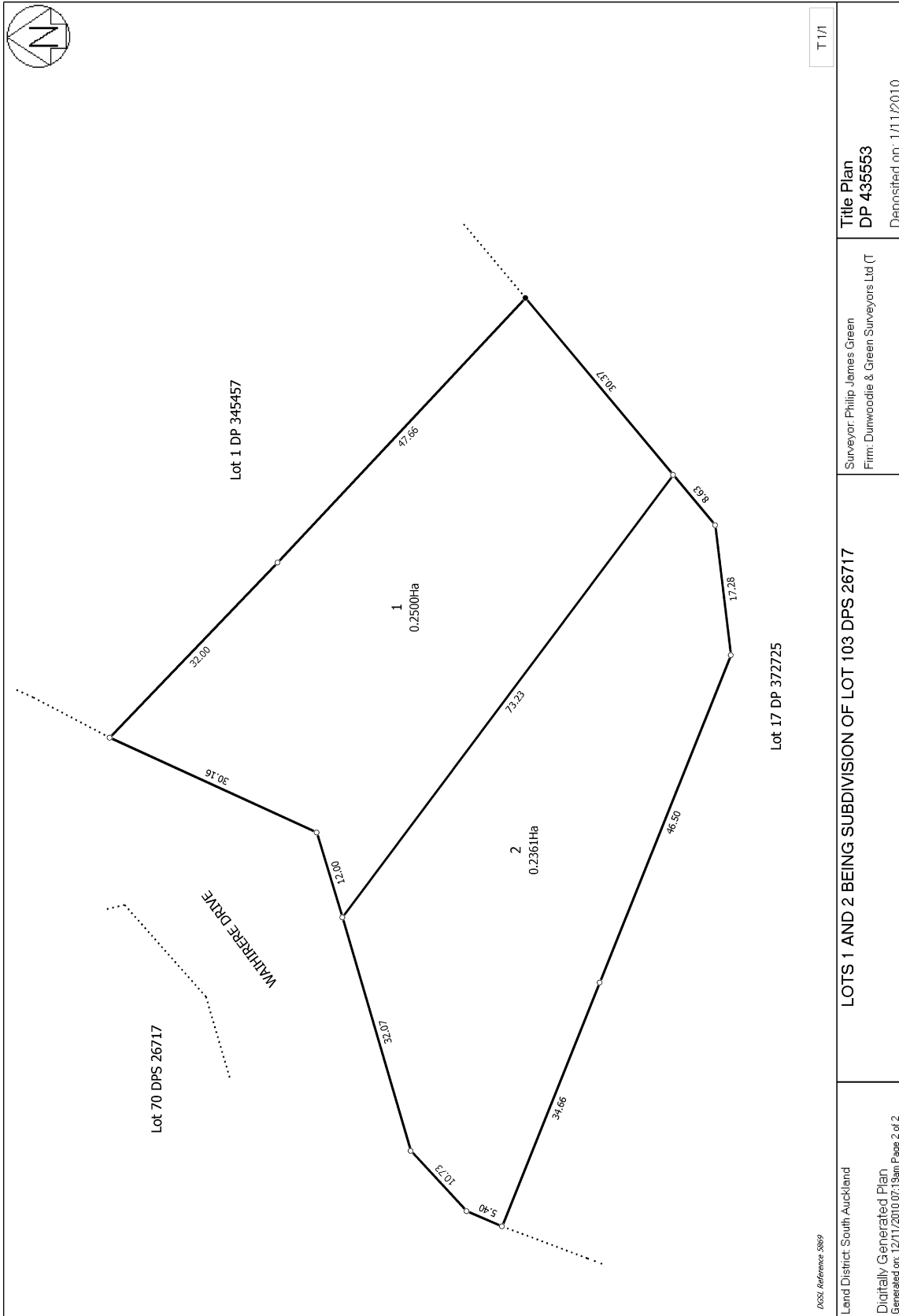
Prior References
SA26A/500

Estate Fee Simple
Area 2361 square metres more or less
Legal Description Lot 2 Deposited Plan 435553

Registered Owners
Timothy William Rowbotham and Gilian Rowbotham

Interests

Land Covenant in Transfer H577991.2 - 12.3.1985 at 9:06 am
8620581.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 1.11.2010 at 3:08 pm



T 1/1

Title Plan
DP 435553
Deposited on: 1/11/2010

Surveyor: Philip James Green
Firm: Durrwoodie & Green Surveyors Ltd (T)

LOTS 1 AND 2 BEING SUBDIVISION OF LOT 103 DPS 26717

Land District: South Auckland
Digitally Generated Plan
Generated on: 12/11/2010 07:19am Page 2 of 2

2021 Reference 3869

Under the Land Transfer Act 1952

Memorandum of Transfer

180

WHEREAS ARTHUR JAMES RABARTS of Coromandel, Farmer
(hereinafter called "the Transferor")

H 577991.2
T
being registered as proprietor

of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Land District of South Auckland containing 4861M²

5-XII-84 936000 --DTY *****180.00

more or less being Lot 103 Deposited Plan S26717 and being part Matanataharakeke Block and being all the land in Certificate of Title 26A/500 South Auckland Registry (hereinafter called "the land firstly described")

AND WHEREAS the Transferor when registered as proprietor of the land described in the First Schedule hereto subdivided that land into residential lots in the manner shown and defined on a plan Deposited in the Land Registry Office at Hamilton under No. S. 26717 for the purposes of the sale of the land in residential lots but so as to conserve the natural beauty and environment of the said land

AND WHEREAS it is the Transferor's intention that all residential lots described in the First Schedule hereto shall be subject to a general scheme applicable to and for the benefit of all the said residential lots and that the owner or occupier for the time being of each of the said residential lots shall be bound by restrictions set out in the Second Schedule hereto and that the respective owners and occupiers for the time being of any of the said residential lots may be able to enforce the observance of such restrictions by the owners or occupiers for the time being of any of the other said residential lots in equity or otherwise howsoever and it is intended that Section 7 of the Property Law Act 1952 shall be given effect to

AND WHEREAS the Transferor agreed to gift the land first described to CHRISTINE MARY RABARTS of Auckland, Clerk (hereinafter called "the Transferee") for the consideration hereinafter appearing and the Transferee agreed to accept the same and to enter into the covenants on the part of the Transferee hereinafter contained.

NOW THEREFORE in consideration of the natural love and affection the Transferor has for the Transferee the Transferor DOETH HEREBY TRANSFER unto the Transferee all its estate and interest in the land firstly described AND IN FURTHER PURSUANCE of the said agreement the Transferee so as to bind the land firstly described and for the benefit of the land described in the first schedule hereto DOETH HEREBY COVENANT AND AGREE with the Transferor for the benefit of the land described in the first schedule hereto not heretofore transferred by the Transferor and also separately with each and every one of the proprietors and for the benefit of the land described in the first schedule and heretofore transferred to such proprietors by the Transferor that the Transferee will henceforth and at all times hereafter observe and perform and keep each and every restriction contained in the Second Schedule hereto TO THE END AND INTENT that each of the said restrictions shall ensure for the benefit of all the land described in the first scheduled hereto and every part thereof PROVIDED ALWAYS that the Transferee shall as regards the said restrictions be liable only in respect of breaches thereof which shall occur while it/he shall be the registered proprietor of the land firstly described or any part thereof in respect of which any such breach shall occur.

AND THE TRANSFEROR HEREBY COVENANTS with the Transferee that he will obtain from each and every one of the Transferees of any part or parts of the land contained in the first schedule hereto the like covenants as are herein contained on the part ~~of the Transferee~~ AND in consideration therefore the Transferee DOETH HEREBY COVENANT that he will save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches of the said restrictions occurring in respect of those parts of the land in the first schedule in respect of which the Transferor has executed the transfer and whether or not such transfer has been registered.

PROVIDED ALWAYS that the Registered Proprietor shall not be liable or be called upon to fence or to contribute towards the cost of erection or maintenance of any boundary or dividing fence between the land hereby transferred and any adjoining land belonging to the Registered Proprietor but this proviso shall not enure to the benefit of any purchaser of any such adjoining land.

IN WITNESS WHEREOF the Transferor and the Transferee have hereunto executed these presents this 27th day of August 1984

10/8/84
D/S
26720
26A/516

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I RONALD RANDALL of Thames, in New Zealand, Solicitor hereby certify:-

1. THAT by Deed dated the 13th day of June 1976 ARTHUR JAMES RABARTS of Coromandel, in New Zealand, Farmer, appointed me his attorney on the terms and subject to the conditions set in the said Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the Death of the said ARTHUR JAMES RABARTS or otherwise.

3. THAT a copy of the said Deed has been lodged in the Land Transfer Office at Hamilton under Number H.094965.

DATED at Thames this

27th

day of

August

1984

R Randall

FIRST SCHEDULE

All those pieces of land containing 6.2239 ha more or less being Lots 69 to 84 inclusive on Deposited Plan S.26717

SECOND SCHEDULE

(a) NOT to cut, trim, fell or otherwise injure or destroy Pohutukawa, Puriri, Rewarewa trees or other native trees exceeding 10 feet in height which are upon or over the land firstly described PROVIDED HOWEVER that the Transferee may clear such trees within a distance of 15 feet from any permanent building.

(b) NOT to erect or permit to be erected or place or permit to be placed any residential building upon the land firstly described with a floor area measuring less than 400 square feet.

(c) NOT to use the land first described or permit the same to be used for any trading or commercial purpose.

SIGNED by the said)
ARTHUR JAMES RABARTS)
by his Attorney)
RONALD RANDALL as)
Transferor in the)
presence of:

R. Randall

*King Maximilian
Solicitor
Thames*

SIGNED by the said)
CHRISTINE MARY RABARTS as)
Transferee in the presence)
of:

Christine Mary Rabarts

Joyce Ilton Doreen Rabarts

*R. Randall
Solicitor
Thames*

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this
of 19

day

Signed by the above named

in the presence of:—

No.

TRANSFER OF

Correct for the purposes of the Land-Transfer Act.

R Handoll

Solicitor for the Transferee.

A. J. RABARTS

Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

R Handoll

SOLICITOR FOR THE TRANSFEREE

C. M. RABARTS

Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

24

*Restrictions 600
Jenny 601*

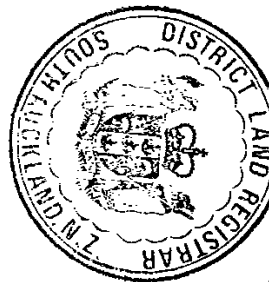
59334/1

Miller & Poulgrain,
Solicitors,
THAMES.

Solicitors for the Transferee

AUCKLAND DISTRICT LAW SOCIETY

9.06 12.MAR.85 H 577991.2
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR
Helene
264/500



View Instrument Details



Instrument No 8620581.2
Status Registered
Date & Time Lodged 01 November 2010 15:08
Lodged By Thomas, Nicola Christine
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
533084	South Auckland
533085	South Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Nicola Christine Thomas as Territorial Authority Representative on 21/10/2010 04:11 PM

*** End of Report ***

Thames Coromandel District Council

(Consent Notice Pursuant to Section 221 Resource Management Act 1991)

In the Matter of Deposited Plan 435553

and

In the Matter of Subdivision Consent of Plan
pursuant to Sec. 104A, 220
& 221 of the Resource
Management Act 1991

Pursuant to Section 221 (1) of the Resource Management Act 1991 the Thames Coromandel District Council by resolution passed on the 19th day of February 2010 imposed the following conditions on the subdivision consent for Deposited Plan 435553.

1. An application for a vehicle crossing to serve Lot 2 shall be made to the Council at the time of building consent application for either a garage or dwelling (whichever is applied for first). The vehicle crossing shall be constructed within (6) six months of the Council granting the building consent. The vehicle crossing shall be installed to the standards specified in the Council's current "Code of Practice for Subdivision and Development" and shall be constructed by an approved vehicle crossing contractor unless specific approval for another suitably qualified person, has been obtained from Council's Roading Manager.
2. Foundation design for Lot 2 shall be undertaken in accordance with the recommendations contained in the Llandem Consulting Engineers Ltd report, dated 23.12.09. If an alternative building site is chosen than that which is described in the above report, a further geotechnical investigation shall be submitted for approval to Council's Development Planning Manager at the time of building consent application.
3. Wastewater treatment and disposal for Lot 2 shall be undertaken in accordance with the recommendations contained in the Llandem Consulting Engineers Ltd report, dated 23.12.09. If an alternative building site is chosen than that which is described in the above report, a further geotechnical investigation shall be submitted for approval to Council's Development Planning Manager at the time of building consent application.
4. Water supply for Lot 2 shall be by way of roof water to an on site storage tank which shall be installed at the time of building consent application. The water tank shall be owned and operated by the individual Lot owner.

5. Stormwater disposal and rainwater tank overflows for Lot 2 shall be discharged into an exiting overland flow path as shown on the scheme plan entitled "Lot 1 and 2 being Subdivision of Lot 103 DPS 26717 prepared for T Rowbotham 76 Waihirere Drive, Tuatēawa", prepared by Dunwoodie & Green Surveyors Ltd, dated November 2009 with drawing number 5869.

Dated this 14th day of October 2010

HM Findlater
Principal Administrative Officer/Authorised Officer
SUB|2010|8



Buying or selling your property?

New Zealand Residential
Property Sale and Purchase
Agreement Guide

Brought to you by the
Real Estate Authority



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



About settled.govt.nz and the Real Estate Authority

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

Buying or selling your home is a big move and one of the biggest financial decisions Kiwis 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. It'll help you feel more in control and help to get you settled. You can find information about the risks, how they can impact you, and get useful tips on how to avoid some of the major potential problems.

You'll learn your tender from your BBO, your price by negotiation from your auction. 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 (REA). REA is the independent government agency that regulates the New Zealand real estate industry. Our aim is to promote and protect the interests of consumers involved in real estate transactions, and to promote a high standard of professionalism and service in the industry.



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

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



Key things to know about sale and purchase agreements



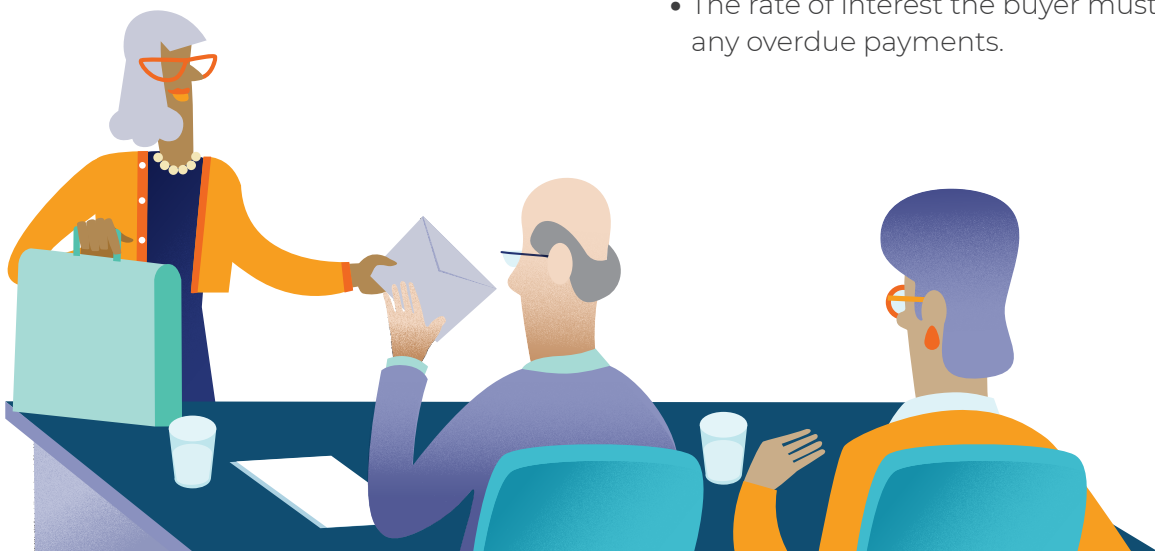
- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate the conditions in a sale and purchase agreement.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- The real estate agent is working for the seller of the property but must treat the buyer fairly.
- If your agent or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you an independent registered valuation of your property.

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 and the settlement date.

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

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



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

What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

- 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 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.

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
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs
- 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.

Your lawyer will explain these clauses to you.

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 a mortgage or loan



The agent helps the buyer and the seller to include the conditions they each want. Even though the agent works for the seller, they also have to deal fairly and honestly with the buyer. They can't withhold any information, and they must tell the buyer about any known defects with the property.

- 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
- builder's report – to determine the condition of the building
- 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.

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.

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.

The buyer pays the deposit. Depending on what the agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. Usually the deposit is held in the agency's trust account for 10 working days before it is 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.

Payment of a commission

Once the sale is complete, the seller pays the agent for their services. The agent or 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 agent cannot ask the buyer to pay for their services if they have been hired by the seller.

The buyer pays the rest

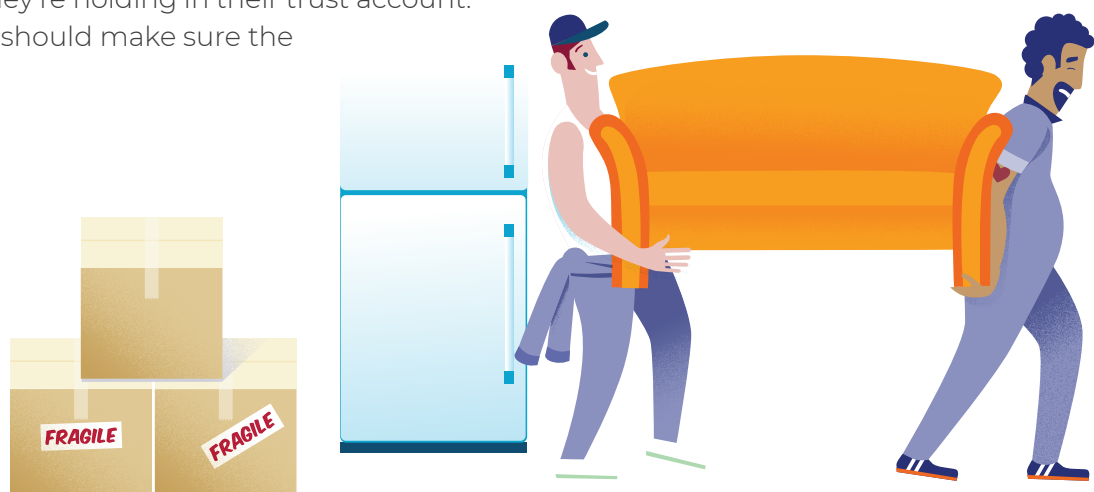
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

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

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 you're worried about the behaviour of your agent, discuss it with them or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the 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 behaviour of a real estate agent. For example, we can help you and the agent or agency to resolve the issue and remind the agent 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.

* Settled.govt.nz is brought to you by REA.

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



Where to go for more information

You can get more help and information from various places.

Read more about buying and selling a property at settled.govt.nz

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres
communitylaw.org.nz

Citizens Advice Bureau
cab.org.nz

Consumer Protection
(Ministry of Business, Innovation and Employment)
consumerprotection.govt.nz

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.

