

Mia Wilson

MOVING YOU TO WHAT MOVES YOU



Lot 1 / 720 Kaiwaka Mangawhai Road Hakaru

Mia Wilson

☎ 027 385 3991

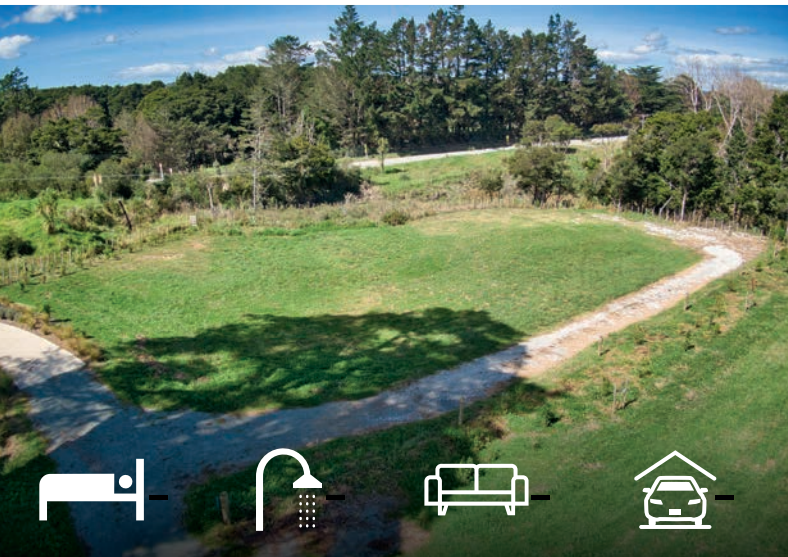
✉ mia@trinitynetwork.co.nz

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.

Mia Wilson

MOVING YOU TO WHAT MOVES YOU

www.trinityrealestate.co.nz



Build and Live in Hakaru

Lot 1 / 720 Kaiwaka Mangawhai road is an appealing rural lifestyle section located on a sealed road in the settlement of Hakaru which is a convenient 10 minute drive to Mangawhai Village and Kaiwaka for cafes, school and amenities, 40 minutes' to Warkworth, and 70 minutes to Whangarei via SH1.

At 6,754m² (more or less in area) Lot 1 is the first section as you enter this private development via the new driveway and vehicle crossing. It is flat to undulating in contour with a pre-approved building site and includes covenanted bush and wetland on the rear of the property.

Bursting with Life, the Wetland areas on this property is an important habitat for bird species and plant life. Build, Live and Enjoy the exciting opportunity to be a part of the regeneration and sustaining of the Wetland areas. Create your own private walking platforms, bridges and resting spots. Take the time to slow down, breathe and take in the beautiful bush vistas.

Call me now for further information.

Lot 1 / 720 Kaiwaka Mangawhai Road Hakaru

Price: Price By Negotiation

Land Area: 5,587m²

Floor Area:

View Online:

www.trinitynetwork.co.nz/

21-barbadot-1-720-kaiwaka-mangawhai-road-hakaru

Open Home:

Please call for viewing times



Mia Wilson

REAL ESTATE CONSULTANT

☎ 027 385 3991

✉ mia@trinitynetwork.co.nz

Vendor Transparency Document

Address: 720 Kaiwaka Mangawhai Road, Hakaru

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?

Reports provided by Vendor include:

- Geotech Report
- Subdivision Suitability Report
- Ecological Environmental Benefits Report
- Flood Assessment Report

Vendor: Sign: *M Boule* Print Name: Marianne Boule Date: 25.02.2424

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

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.



Address: Lots 1 & 4 DP 571248 Kaiwaka Mangawhai Road Hakaru

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.

This document does not form part of the S&P Agreement.

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 instrumentcannot 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.

Listing Agent: Sign:  _____ Print Name: Mia Wilson Date: 12.02.2023



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




R. W. Muir
Registrar-General
of Land

Identifier 575053
Land Registration District North Auckland
Date Issued 26 June 2012

Prior References
103999

Estate Fee Simple
Area 1.4321 hectares more or less
Legal Description Lot 4 Deposited Plan 451251

Registered Owners
Sandrine Anderson as Executor

Estate Fee Simple - 1/64 share
Area 2.4586 hectares more or less
Legal Description Lot 22 Deposited Plan 144013

Registered Owners
Sandrine Anderson as Executor

Interests

Subject to Section 206 Land Act 1924
Appurtenant hereto is a water supply right specified in Easement Certificate C271325.6 - 5.6.1991 at 10:59 am
9108065.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 26.6.2012 at 11:10 am
Subject to Section 241(2) Resource Management Act 1991 (affects DP 451251)
9108065.5 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 26.6.2012 at 11:10 am
Subject to a right to drain water over part Lot 4 DP 451251 marked A on DP 532916 created by Easement Instrument
11367560.1 - 27.2.2019 at 8:47 am
11365669.4 Mortgage to ASB Bank Limited - 4.3.2019 at 3:37 pm



View Instrument Details

Instrument No 12534058.5
Status Registered
Date & Time Lodged 24 August 2022 09:36
Lodged By Vosseler, Ralph Henry
Instrument Type Easement Instrument



Affected Records of Title	Land District
1034536	North Auckland
1034537	North Auckland
1034538	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
- I certify that the Mortgagee under Mortgage 12098592.1 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 12445916.1 has consented to this transaction and I hold that consent

Signature

Signed by Ralph Henry Vosseler as Grantor Representative on 13/09/2022 11:36 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 Ralph Henry Vosseler as Grantee Representative on 13/09/2022 11:36 AM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

Grantor

Marianne Boulle

Grantee

Marianne Boulle

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	Marked A on DP <u>571248</u>	1034536	1034537 & 1034538
Right of Way	Marked B on DP <u>571248</u>	1034537	1034538
Right to Convey Telecommunications, Electricity	Marked A on DP <u>571248</u>)	1034537 & 1034538
	Marked B on DP <u>571248</u>)1034537 & 1034536	1034538

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

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 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}~~

~~{the provisions set out in Annexure Schedule—}~~

View Instrument Details



Instrument No 12534058.3
Status Registered
Date & Time Lodged 24 August 2022 09:36
Lodged By Vosseler, Ralph Henry
Instrument Type Covenant (All types except Land covenants)



Affected Records of Title	Land District
1034536	North Auckland
1034537	North Auckland
1034538	North Auckland

Annexure Schedule Contains 6 Pages.

Signature

Signed by Ralph Henry Vosseler as Grantor/Grantee Representative on 13/09/2022 09:34 AM

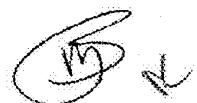
*** End of Report ***

MARIANNE BOULLE
(Owner)

Kaipara District Council
(Council)

CONSERVATION COVENANT

BROOKFIELDS
LAWYERS

Handwritten signature and initials in black ink, consisting of a large stylized 'B' and the letters 'M' and 'K'.

CONSERVATION COVENANT

DEED dated the 26 day of April 2022

PARTIES

1. MARIANNE BOULLE ("Owner")
2. KAIPARA DISTRICT COUNCIL ("Council")

INTRODUCTION

- A. The Owner is registered as proprietor of the Land.
- B. The Council is authorised by section 77 of the Reserves Act 1977 ("Act") to obtain conservation covenants in respect of any private land for the purpose of managing that land so as to preserve the natural environment or the landscape amenity or wildlife or fresh water marine life habitat or historical value.
- C. The Owner has agreed to grant to the Council a conservation covenant over part of the Land for the purposes of conservation.

THIS DEED RECORDS that:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed unless the context indicates otherwise:

"Council" means Kaipara District Council and includes its successors as territorial authority of the district where the Land is situated and, where appropriate, its officers and agents;

"Covenant Area" means the areas of the Land on Deposited Plan 571248 as set out in Schedule 1;

"Ecological Planting and Weed Control Management Plan" means the Ecological Planting and Weed Control Management Plan prepared by Rural Design (1884) Limited dated August 2020 prepared for Council's subdivision consent number RM190302;

"Land" means the land described in Schedule 1; and

"Owner" means the owner named in this deed and includes the Owner's successors but only as long as they are registered proprietor of the Land.

- 1.2 In this deed:

- (a) where obligations bind more than one person, those obligations bind those persons jointly and severally;
- (b) the schedule to this deed has the same effect as if set out in the body of this deed.



2. COVENANTS

- 2.1 As from the date of registration of this deed, the Owner covenants under section 77 of the Reserves Act 1977 that it will at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in Schedule 2, affecting the Covenant Area.

3. COUNCIL'S ACCEPTANCE

- 3.1 The Council accepts the terms of this covenant, but without limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this deed.
- 3.2 The Owner's liability under this deed will not be affected by any delay, extension of time or waiver by the Council, or by the Council failing to enforce any of the covenants.

4. BINDING ON SUCCESSORS

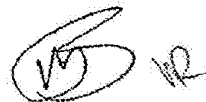
- 4.1 This covenant has effect in perpetuity and binds the Owner's successors in title as registered proprietors of the Land, but not so as to make the Owner personally liable for any breach of covenant committed after the Owner has parted with all interest in the Land.

5. ADDITIONAL WORK

- 5.1 The Council or Covenantor may at any time during the term of this covenant by mutual agreement, carry out any work or improvements, or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the Covenant Area PROVIDED HOWEVER such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Introduction to this covenant.

6. GENERAL

- 6.1 The Owner is to pay the Council's reasonable legal costs in the preparation and execution of this covenant and any release or modification of it.
- 6.2 Any officer or authorised agent of the Council may obtain access onto the Land to examine and record the condition of the Covenant Area or to carry out protection or maintenance work on the Covenant Area consistent with the objectives set out in this covenant. Before doing so, the Council or its officer or agent is to consult with the Owner.
- 6.3 Any consent, approval, authorisation or notice to be given by the Council may be given in writing signed by an officer of the Council holding delegated authority to do so, and may be sent by post or facsimile to the Owner's last known address or to the Owner's agent.


Handwritten signature and initials, possibly 'VJ' and 'WR', in black ink.

6.4 Where there is a separate covenant registered against the title to the Owner's Land in favour of the Council creating an obligation or restriction on the Owner and if there is a conflict or contradiction with the covenants set out in Schedule 2, then the obligation which is more restrictive or more onerous as may be will apply.

EXECUTION

**SIGNED by
MARIANNE BOULLE**
in the presence of:

) 
)
)

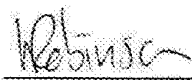

Witness Signature

Sue Cowie
Witness Name

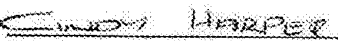
Management
Witness Occupation

Takapuna
Witness Address

**SIGNED for and on behalf of
KAIPARA DISTRICT COUNCIL**
by Wendy Robinson
in the presence of:

) 
)
)


Witness Signature


Witness Name


Witness Occupation


Witness Address

SCHEDULE 1

LAND AND COVENANT AREAS

Shown on Deposited Plan 571248	Description (All lots on Deposited Plan 571248)	Record of Title North Auckland Registration District
"C"	Lot 3	1034528
"D"	Lot 2	1034537
"E"	Lot 1	1034536

2066153/706387



SCHEDULE 2

COVENANTS

1. To ensure the ongoing protection of the Covenant Area, the Owner must manage the Covenant Area with the purpose of:
 - (a) protecting and enlarging its ecological value;
 - (b) eradicating feral cats, mustelids, rodents, rabbits, deer, goats and possums;
 - (c) eradicating noxious weeds, exotics and environmental plant pests;
 - (d) providing a suitable habitat for bird life;
 - (e) encouraging plants that are a food source to bird life; and
 - (f) encouraging the natural regeneration of native vegetation.
2. The Owner must not without the Council's prior written consent allow any of the following to occur or be on the Covenant Area:
 - (a) any domestic cats or dogs or grazing animals (including horses);
 - (b) any building, structure or hoarding (aside from what is existing);
 - (c) any excavation;
 - (d) the planting or sowing of any exotic species;
 - (e) the removal of any vegetation except for invasive and/or woody weeds;
 - (f) the entry by the general public (excluding invitees); or
 - (g) the accumulation of rubbish or other unsightly or offensive material.
3. The Owner must erect and maintain fencing in stock proof condition around the boundary of the Covenant Area as is necessary to prevent entry to the Covenant Area by grazing animals, but not closer to the bush than the drip-line of the outermost trees. The standard of that fencing is to be a 7-wire fence with posts no more than five metres apart and with a minimum of five battens between each post and otherwise is to be as defined in paragraph 6 of the second schedule to the Fencing Act 1978.
4. The Owner must undertake ongoing plant pest and animal pest control measures in accordance with the Ecological Planting and Weed Control Management Plan.
5. The Owner may not grant any easements or concessions in respect of the Covenant Area.
6. The Owner shall not light nor permit to be lit any fire within the Covenant Area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's control when there may be a risk of fire spreading into the Covenant Area.
7. The Owner may not do anything or allow anything to occur or to remain on the Covenant Area which in the Council's opinion is prejudicial to the aim and purpose of this Conservation Covenant.

2066153/706367

Handwritten signature and initials in black ink, consisting of a large stylized 'B' and the number '12'.

View Instrument Details



Instrument No 12534058.1
Status Registered
Date & Time Lodged 24 August 2022 09:36
Lodged By Vosseler, Ralph Henry
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
NA49/32	North Auckland

Annexure Schedule Contains 5 Pages.

Signature

Signed by Ralph Henry Vosseler as Territorial Authority Representative on 03/06/2022 09:32 AM

***** End of Report *****

IN THE MATTER of the Resource Management
Act 1991 ("Act")

A N D

IN THE MATTER of the subdivision of land
shown in Deposited Plan
571248 ("Plan")

CONSENT NOTICE
(Section 221 of the Act)

Kaipara District Council ("Council") being the territorial authority of the district within which the land described in the First Schedule below ("Land") is located has consented to the subdivision of the Land as shown in the Plan subject to the conditions of the Second Schedule below to be complied with on a continuing basis by the Owner (as defined in the Act).

FIRST SCHEDULE
(Land)

Allotment 121 Parish of Kaiwaka, Record of Title NA49/32

SECOND SCHEDULE
(Conditions)

The Owner (as defined in the Act) must, on a continuing basis, to the satisfaction of the Council, comply with the following conditions of the Council's Subdivision Consent number RM190302 ("Subdivision Consent"), namely:

In respect of Lots 1 – 3 (inclusive) on the Plan (each a "Lot"):

1. Earthworks, the location of buildings, building foundations and stormwater and wastewater disposal shall be subject to specific engineering design by a suitably qualified Chartered Professional Engineer having regard to any soil instability/saturation issues that may exist or arise as a result of the development. The design shall take into account the recommendations identified in the Subdivision Suitability Report prepared by Wilton Joubert, reference 88893, dated 29 November 2019 and the Flood Assessment prepared by Wilton Joubert dated 7 April 2020, submitted to Council with the Subdivision Consent.

2. At the time of lodging a building consent for a habitable building on the Lots and before issuing a Code of Compliance for that building, evidence of a driveway must be provided to the Council which meets the requirements of the Kaipara District Council Engineering Standards 2011.

Maintenance of planting

3. All planting on site shall be maintained in accordance with the approved Ecological Planting and Weed Control Management Plan dated August 2020. Evidence of compliance with this requirement shall be provided to Council in writing by a suitably qualified ecologist five years from the date of issue of titles for the Subdivision Consent. Maintenance of planting will be monitored by Council for a period of five years from the date of completion of planting. There will be a Council charge for this monitoring payable by the Lot owner.

Landscape and amenity planting

4. The planting undertaken within areas "F", "G", "H", "I", "J", and "K" as shown on the Plan shall be in accordance with the approved Landscape and Amenity Planting and Management Plan dated April 2022 prepared by Dream Planning Limited shall be maintained in perpetuity to the satisfaction of Council or their delegated authority. Should the vegetation be removed or die off, equivalent landscape planting is to be undertaken immediately for the purposes of softening the overall effect of the development and protecting rural amenity values in the area.

Note: No plants listed in Section 6 of the Northland Regional Pest and Marine Pathway Management Plan 2017- 2027 are permitted.

Weed and pest control

5. Ongoing weed and pest control shall be undertaken in accordance with the approved Ecological Planting and Weed Control Management Plan dated August 2020 prepared by Rural Design 1984 Ltd in perpetuity. Evidence of compliance with this requirement shall be provided to Council in writing by a suitably qualified ecologist five years from the date of issue of titles for the Subdivision Consent. Weed and pest plant control will be monitored by Council for a period of five years from the date of issue of titles for the Subdivision Consent. There will be a Council charge for this monitoring payable by the lot owner.
6. The keeping of cats, mustelids and rodents on the Lots is prohibited.

Building areas

7. All buildings must be located within the identified building areas "L", "M", and "N" as shown on the Plan.

Design guidelines

8. The following design guidelines shall apply to development on the lots and shall be confirmed via a design statement from a suitably qualified and experienced landscape architect in support of a building consent application:

(a) **Building Form, Design and Finishing:**

- (i) Glazing is to be non-reflective; and
- (ii) The houses and accessory buildings shall be constructed out of materials that complement the rural character and setting and shall be designed to fit in with the natural contours/topography of the site, including consideration of rooflines.

(b) Refer to BS2525 – The colour of all buildings and structures must be made from the following indicators:

- (i) Hue (colour) - All the colours from 00-24 are acceptable;
- (ii) Reflectance Value (RV) and Greyness Groups - The predominant wall colours have a RV rating of no more than 60% for greyness groups A and B and no more than 40% for greyness group C; and
- (iii) Roofs – A RV rating of no more than 40% within greyness groups A, B and C1.

(c) **Lighting:**

- (i) Exterior lighting shall be discrete.

(d) **Infrastructure Services:**

- (i) Where ground conditions allow, water tanks shall be situated predominantly underground and located at the rear of the dwelling and shall be screened by vegetation; and
 - (ii) Any utilities such as refuse collection and small detachable sheds shall be located within close proximity to the dwelling and be situated in a manner or screened to ensure that this is not visible from adjacent sites or from public vantage points.
- (e) Fencing:
- (i) Any fencing shall be restricted to rural fencing typology, e.g., post and rail or post and wire fencing to complement the rural character of the site.
- (f) Retaining Structures / Walls:
- (i) Any retaining structures or walls shall be constructed of materials or finished in dark recessive colours or screened by vegetation.
- (g) Accessways:
- (i) Proposed accessways and driveways should follow the natural contour of the land and not be situated on any prominent ridgeline;
 - (ii) Roads, accessways and driveways should suit the rural character of the site;
 - (iii) Chip seal or metal with natural swales is considered to be more suitable than concrete or asphalt; and
 - (iv) if concrete is used, concrete with a black oxide additive or exposed aggregate finish is required.
- (h) Earthworks:
- (i) Cut and fill batters shall be contoured to naturally fit into the original landscape; and

- (ii) Earthwork cut and fill batters should be re-grassed and revegetated as soon as practical following earthworks.

Firefighting

- 9. Sufficient firefighting water supply shall be provided for any single residential dwelling on the lot(s) with a minimum volume of 10,000 litres and shall remain accessible and available all year round.

Protection against inundation

- 10. The lots have been identified as being susceptible to inundation in a 100-year Annual Average Recurrence Interval (ARI) flood event.
- 11. To provide for a 500mm freeboard above the 100-year ARI flood level, the finished floor levels OTP (One Tree Point) datum required for any new dwelling within the lots shall be at least 34.87m.
- 12. To provide for a 300mm freeboard above the 100-year ARI flood level, wastewater disposal fields and the finished floor levels OTP (One Tree Point) datum required for any Commercial and Industrial Buildings and non-habitable buildings such as garages and sheds within the lots shall be at least 34.67m.

DATED the 21st day of April 2022

SIGNED by the Council
by its authorised signatory

) _____
)
 Dina Tetzner

View Instrument Details



Instrument No 12534058.4
Status Registered
Date & Time Lodged 24 August 2022 09:36
Lodged By Vosseler, Ralph Henry
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1034536	North Auckland
1034537	North Auckland
1034538	North Auckland

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Ralph Henry Vosseler as Covenantor Representative on 13/09/2022 09:34 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Ralph Henry Vosseler as Covenantee Representative on 13/09/2022 09:34 AM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Marianne Boulle

Covenantee

Marianne Boulle

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant as set out in annexure schedule 1	NA	1034536 1034537 1034538	1034536 1034537 1034538

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule ____].

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017.

ANNEXURE SCHEDULE 1

The Covenantor HEREBY COVENANTS in favour of the Benefited Land that in respect of the Burdened Land the Covenantor shall:

1. Ensure that completion of construction of improvements shall not extend beyond 15 months from the date of commencement of the date of construction
2. Not to permit any excessive growth of grass and weeds so that the same becomes long and unsightly including frontage to the public road and right of way adjoining the Burdened Land
3. Not to permit any rubbish, old motor vehicles, machinery or any used chattels to accumulate or be placed upon any of the Burdened Land
4. Not to interfere with or remove any survey pegs, or markers on the Burdened Land in the event of the Covenantors or their agents, workmen, contractors, guests or invitees of the Covenantor doing so, the Covenantor will reimburse the Covenantee for all costs and expenses in having such pegs or markers replaced by a registered surveyor
5. Not to operate business of any type on the Burdened Land which is not compatible with the residential environment
6. Re-instate, replace and be responsible for all costs arising from damage to the landscape, roading (driveway), concrete or other structures in the subdivision arising from the Covenantor's use of the Burdened Land including indirectly through the Covenantor's agents or invitees
7. If there should be any breach of any of the covenant contained in this schedule and without prejudice to any other liability which the Covenantor may have to the Covenantee and any person having the benefit of such covenants the Covenantor will upon written demand being made by the Covenantee or the registered proprietor(s) of the Benefited Land:
 - (a) Pay to the person making such demand as liquidated damages the sum of \$100.00 (one hundred dollars) per day for every day that such breach or non-observance continues after the date upon written demand has been made; and
 - (b) Do or cause to be done anything necessary to remedy any such breach
8. In the event that the Covenantor does not comply with paragraph (b) of the preceding clause within a reasonable period of time after demand has been made then the Covenantor hereby authorises the Covenantee or the registered proprietor making demand together with their employees and agents to enter and remain on the Burdened Land to do anything necessary to remedy such breach at the Covenantor's costs and with out being liable for any damage or deterioration occasioned by the Burdened Land in exercising these powers

PROVIDED HOWEVER that the Covenantee shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained in this schedule nor be liable to the Covenantor for any breach thereof by any registered proprietor of any other Benefited Land



8 August 2019

Lucan Heron

mangawhaiexcavations@gmail.com

RE: Geotechnical Investigation for Proposed Pole Shed at 767 Settlement Road, Hakaru

Wiley Geotechnical Limited (WGL) was requested by Lucan Heron to provide a geotechnical investigation and guidance on foundation design for a proposed new build of a pole shed. We understand the dwelling is proposed to be constructed on timber pile foundation with a concrete floor.

WGL visited the site on 24 July 2019 and made the following observations:

- The site is located on a small knoll and is relatively flat and is currently grassed
- The ground is slightly elevated and is approximately 4 m above the small creek which flows to the north.
- The building platform for the dwelling has not been formed; however the location was marked out on site.
- No obvious signs of instability were noted.
- Two hand augers and a Scala Penetrometer (Scala) test were undertaken within potentially suitable building sites to a maximum depth of 3 m below ground level.

Geology

The GNS map for the site indicates that it is underlain by alluvium of the Tauranga Group comprising "Partly consolidated mud, sand, gravel and peat or lignite of alluvial, colluvial, lacustrine, swamp and estuarine origins".

Seismic Hazards

Since there are no known active faults crossing the property, it is our opinion that ground rupture is unlikely at the subject property. Granular soils, such as sand, are susceptible to liquefaction in the event of future earthquakes. This may result in settlement or lateral deformation. Based on the regional earthquake risk (discussed further below) and depth to groundwater, it is our opinion that there is a relatively low risk of liquefaction induced settlement or lateral movement such that specific liquefaction design is not required.

We recommend that the future structures and improvements are designed to account for seismic shaking and ground motions. For seismic design at the site and in line with NZS 1170.5:2004 the corresponding design peak ground accelerations (PGA) for the site have been calculated from NZS 1170.5:2004 using the recommendations of the New Zealand Geotechnical Society as follows:

$$a_h = Z R C$$

In which:

Z = base PGA called “Hazard factor” and is given by Table 3.3 and Figures 3.3 and 3.4 of NZS 1170.5:2004. Z = 0.13 for areas north of Auckland.

R = “Return period factor” and is given by Table 3.5 of NZS 1170.5:2004 (R = 1.0 for 500 year return period and R = 0.25 for a 25 year return period)

C = Site response factor called “Spectral shape factor” in NZS 1170.5:2004 and is based on the seismic site classification. We consider this site to be **Class C**, based on soil depth and therefore C = 1.33.

The design PGA at the site is given as:

$$\text{ULS: } a_h = 0.13 \times 1.00 \times 1.33 = 0.17 \text{ (i.e. PGA = 0.17 g)}$$

$$\text{SLS: } a_h = 0.13 \times 0.25 \times 1.33 = 0.04 \text{ (i.e. PGA = 0.04 g)}$$

Field Exploration and Subsurface Conditions

WGL carried out a shallow subsurface investigation consisting of two hand augers with shear vane testing and four Scala Penetrometer (Scala) tests within the approximate areas shown on the site plan below.



Figure 1: Approximate Subsurface Exploration Locations

The hand augers were carried out to depths of 2.1 and 3.0 m. The subsurface material encountered in our hand auger investigation generally consisted of topsoil underlain by moderately clayey and moderately plastic silt with occasional limonitic staining and nodules. Desiccation cracking was observed up to 0.5 m depth. The measured undrained shear strengths generally ranged from 101 kPa to an inferred > 200 kPa. The results of the individual Scala tests are shown below.

Groundwater was not encountered during our testing. The groundwater level may vary from the depth measured at the time of exploration, as a result of seasonal change, recent precipitation and/or irrigation practices.

Based on this, it is our opinion that the material encountered in our subsurface investigation is broadly consistent with published geologic mapping. The bore logs are / is presented as an appendix to this report and is / are written in general accordance with the New Zealand Geotechnical Society field classification guidelines (NZGS, 2005).

Scala Results

Scala blows/100mm at 767 Settlement Road, Hakaru				
(m)	Scala 1 (SP1)	Scala 2 (SP2)	Scala 3 (SP3)	Scala 4 (SP4)
0.1	1	2	1	1
0.2	2	2	1	1
0.3	4	4	4	3
0.4	4	3	5	3
0.5	4	4	4	3
0.6	3	3	5	3
0.7	4	2	5	3
0.8	3	4	5	3
0.9	3	2	6	3

Expansive Soils

Expansive clay and silt soils are common in the wider Northland region and have the tendency to shrink and swell, particularly with seasonal fluctuations of soil water content. This behavior has implications for foundation design and surface structures and should be incorporated during foundation design.

Based on our visual and field assessment of the soils encountered onsite, and our experience in the area, we consider that the Expansive Site Class for this site is "M - moderate" - in accordance with AS 2870. Accordingly, the minimum footing depth is 600 mm below cleared ground level.

Conclusions and Recommendations

It is our opinion that the proposed development is feasible from a geotechnical point of view, provided the recommendations presented in this report and standard development practices are incorporated in the design and construction of the project.

The soil underlying the site does **not** reach “good ground” in the upper metre as defined in NZS 3604 (2011) based on the Scala results as the requirement is 5 blows per 100 mm with a Scala Penetrometer; however the shear vane readings indicate a suitable bearing capacity is available for the proposed house, with readings generally greater than 100 kPa.

Concrete Foundation

We recommend that a minimum 300 mm layer of compacted hard fill is placed prior to applying blinding sand for any reinforced concrete slab and foundation elements have a minimum embedment depth of 0.6 m. All topsoil and fill material must be removed before foundation construction commences.

We recommend the following regarding hard fill and its placement:

- Underslab hard fill comprising GAP40/GAP65, or an equivalent approved product, should be placed across the building platform in 100 mm lifts and compacted using appropriate compaction plant (e.g. a hand held or excavator mounted vibrating compaction plate), and brought up to the finished design levels. We would recommend a high quality gravel without too many fines.
- For fills greater than 0.6 m. Every third layer of hard fill lift should be observed and tested by WGL to confirm that it has been placed to an appropriate specification. At this stage it is anticipated that compaction should be to achieve 95% of the maximum dry density (MDD) of the material, to be confirmed onsite using either a NDM (nuclear densometer) or Impact Hammer testing (Target 15 CBR).

A geotechnical ultimate bearing capacity of 300 kPa may be used in the design of a reinforced concrete slab, while a waffle slab (i.e. Rib Raft) design may use an ultimate bearing capacity of 150 kPa. These ultimate bearing capacities should be available provided that the hard fill has been placed and certified according to the construction specification. We recommend WGL, or a qualified geotechnical engineer, inspect any excavations prior to the placing of any fill or foundation elements.

Pile Foundation

It is our opinion that wooden piles designed in accordance with NZS3604 (2011) will provide a suitable foundation for the proposed dwelling. We recommend all piles are H5 treated and have a minimum 125 x 125 mm dimensions. We recommend that anchor piles are embedded to a minimum depth of 0.9 m, and all other piles are embedded to a minimum depth of 0.6 m. Pile holes should be bored with a minimum diameter of 400 mm.

The piles should meet NZS3640 Class H5, and cut surfaces should be retreated with a protective coating in accordance with the manufacturer’s recommendations. The pole length should be sufficient to extend to the design foundation level, and provide the stick-up length necessary for the super-structure and planned floor levels. Piles should not be spliced.

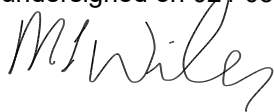
All bored holes should be inspected by WGL, or a qualified geotechnical engineer, prior to continuing with foundation construction

A geotechnical ultimate bearing capacity of 450 kPa should be available.

LIMITATIONS

- (i) This report has been prepared for the use of our client, Lucan Heron and his professional advisers and the relevant Regional Authorities in relation to the specified project brief described in this report. No liability is accepted for the use of any part of the report for any other purpose or by any other person or entity.
- (ii) Assessments made in this report are based on the ground conditions indicated from published sources, site inspections and subsurface investigations described in this report based on accepted normal methods of site investigations. Variations in ground conditions may exist between test locations and therefore have not been taken into account in the report. If variations are found during excavation or at foundation preparation stage WGL should be notified immediately so we can amend our recommendations.
- (iii) This Limitation should be read in conjunction with the IPENZ/ACENZ Standard Terms of Engagement.

We trust that this information meets your current requirements. Please do not hesitate to contact the undersigned on 021 0399 385 or matt@wileygeotechnical.co.nz if you require any further information.



Matt Wiley, CPEng

Principal Engineer

Attachments:

- Bore Logs



WILEY GEOTECHNICAL LTD

BOREHOLE No. 1

SITE: 767 Settlement Road, Hakaru

REF: 19145

Sheet 1 of 1

REDUCED LEVEL (RL) INFERRED GEOLOGY	DESCRIPTION OF SOIL	SOIL SYMBOL	DEPTH (m)	SAMPLE TYPE	WATER CONTENT (%)	WATER LEVEL	CORRECTED VANE SHEAR STRENGTH (kPa)			SCALA PENETROMETER BLOWS / 100 mm		
							● Peak Field Vane	○ Remoulded Field vane	50 100 150	5 10 15		
Alluvium of the Tauranga Group	TOPSOIL to 150 mm, dark brown											
	SILT moderately clayey, slightly plastic light orange/brown desiccation cracking to 0.5 m light grey, orange/brown staining decreasing clay		0 1 2 3 4 5									
	E.O.B: 3.0 m											

CORRECTED VANE SHEAR STRENGTH (kPa)

● Peak Field Vane
○ Remoulded Field vane

50 100 150

SCALA PENETROMETER BLOWS / 100 mm

5 10 15



NOTES Groundwater was not encountered.

LOGGED BY: MW & CS
 DATE DRILLED: 24-Jul-19
 DRILL METHOD 50 mm Hand Auger

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



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.