



HELEN POWELL + MIKE SCOTT

*above and beyond*



# 248 Molesworth Drive Mangawhai Heads

**Helen Powell:** 021 644 234

✉ [helen.powell@trinitynetwork.co.nz](mailto:helen.powell@trinitynetwork.co.nz)

**Mike Scott:** 021 463 224

✉ [mike.scott@trinitynetwork.co.nz](mailto:mike.scott@trinitynetwork.co.nz)



Helen Powell + Mike Scott are  
(em)powered by

**Trinity Real Estate**

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



HELEN POWELL + MIKE SCOTT

*above and beyond*



## Prime Location & Water Views

Want stunning Island and water views, right in the mix of essential amenities and shops and with endless potential and possibilities? The three-level home features three spacious double bedrooms, two located on the lower level and the master suite located on the upper level, complete with an en-suite and walk-in robe. Also featuring a comfortable living area and a Juliet balcony, to give you the perfect spot to take in the stunning views to the Brynderwyns. The middle level features the kitchen, bathroom and an open plan living area with sliders that open to a spacious balcony perfect for entertaining and enjoying a morning coffee or a chilled beverage at sunset with stunning views of the coastal sights. Abundant windows ensure your home is light and bright and a log burner will keep you snug on the cooler evenings. Ample parking is available, providing plenty of space for guests or multiple vehicles and a garden shed provides additional storage. The property's prime location puts essential amenities and shops just a stone's throw away. Conveniently located just across the road from the Mangawhai Golf course, making it an ideal location for avid golfers. It is also within close proximity to the MAZ Park, providing endless opportunities for outdoor recreation. Packed with potential, this treasure won't wait. Call Helen Powell or Mike Scott now!

## 248 Molesworth Drive Mangawhai Heads

**Land Area:** 814m<sup>2</sup>  
**Floor Area:** 160m<sup>2</sup>  
**Rateable Value:** \$1,000,000

**View Online:**  
[www.trinityrealestate.co.nz/248-molesworth-drive-mangawhai-heads](http://www.trinityrealestate.co.nz/248-molesworth-drive-mangawhai-heads)

**Open Homes:**  
Please call for viewing times



### PROPERTY MARKETING, NEGOTIATION AND CONSULTATION

**Helen Powell:** 021 644 234  
✉ [helen.powell@trinitynetwork.co.nz](mailto:helen.powell@trinitynetwork.co.nz)  
**Mike Scott:** 021 463 224  
✉ [mike.scott@trinitynetwork.co.nz](mailto:mike.scott@trinitynetwork.co.nz)  
f @h&m.realestate @h&m.realestate  
[www.trinityrealestate.co.nz](http://www.trinityrealestate.co.nz)



# VENDOR TRANSPARENCY DOCUMENT



Address: 248 Molesworth Drive, Mangawhai Heads

**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?

fan in upstairs shower - does not work

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: 

Print Name: Paul Newing

Date: 13/4/2023

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.

# TITLE & FURTHER INFORMATION



**Address:** 248 Molesworth Drive, Mangawhai Heads

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.

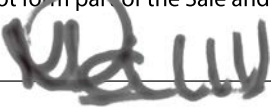
**Further Title, District Plan and LIM (if provided) information & any additional information about the property that has come to the Agent's attention. If there is not enough room below, additional pages may be attached.**

**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: Helen Powell Date: 01/05/23  
Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser: Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA31A/1166  
**Land Registration District** North Auckland  
**Date Issued** 17 December 1974

**Prior References**  
NA1998/80

---

**Estate** Fee Simple  
**Area** 814 square metres more or less  
**Legal Description** Lot 2 Deposited Plan 39994  
**Registered Owners**  
Paul Brian Newing

---

**Interests**

1166

||

Mangawhai

S.D.

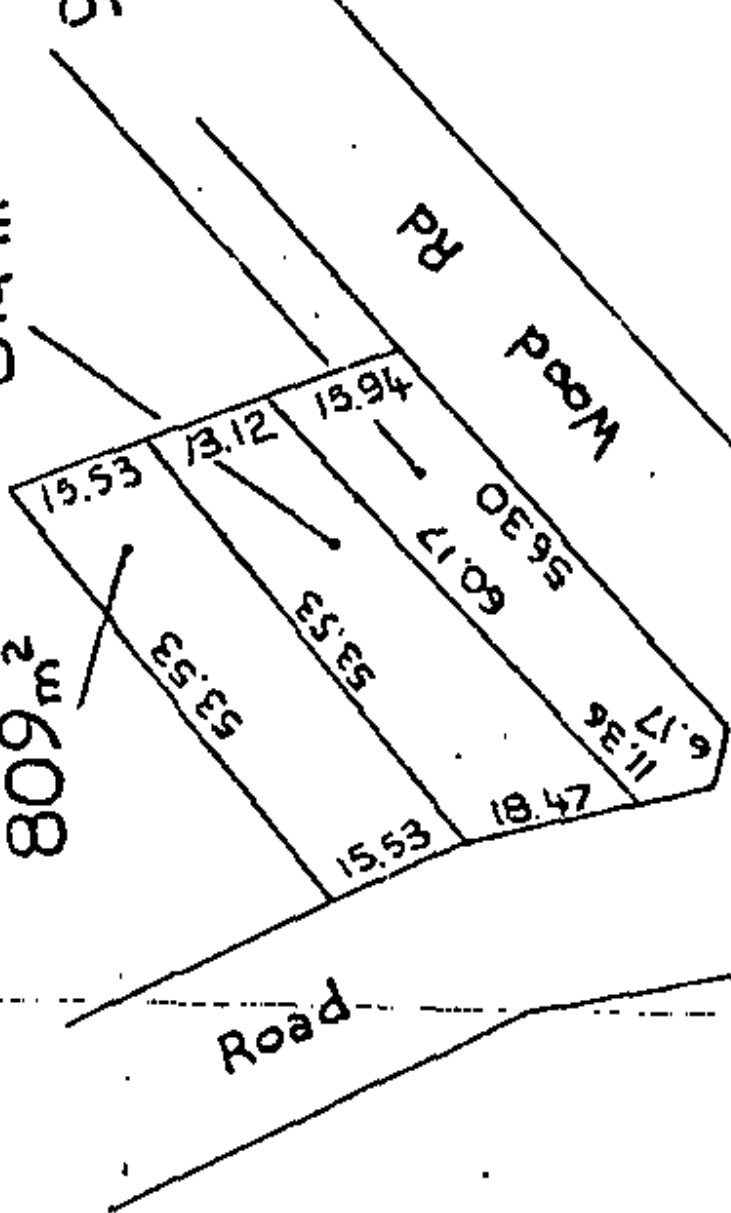
2

3

809m<sup>2</sup>

814m<sup>2</sup>

905m<sup>2</sup>



D.P. 39994



## Land Information Memorandum

### Application

Paul Newing	No.	L230098
11 Renway Rise	Application date	30/03/2023
Somerville	Issue date	3/04/2023
Auckland 2014	Phone	021 276 1185
	Fax	

**Please Note: This LIM report contains information for the entire legal description below.**

### Property

Valuation No.	0122137700
Location	248 Molesworth Drive, Mangawhai
Legal Description	LOT 2 DP 39994
Owner	Newing Paul Brian
Area (hectares)	0.0814

### Rates

Government Valuation	
Land	\$590,000
Capital Value	\$1,000,000
Improvements	\$410,000
Current Rates Year 2022 to 2023	
Annual Rates	\$4,813.39
Current Instalment	\$1,203.35
Current Year - Outstanding Rates	\$ 0.00
Arrears for Previous Years	\$ 0.00
Next Instalment Due	20/05/2023
<p>Note: Rates are charged in four instalments for the period commencing 1 July and ending 30 June each year.</p> <p>Mangawhai Wastewater Capital Contribution paid.</p> <p>Please refer to the Kaipara District Council <a href="#">Long Term Plan</a> 2021/2031 and in particular to the Wastewater Targeted Rates and to the Kaipara District Council <a href="#">Development Contribution Policy 2021</a> which can be found at the Council <a href="#">website</a>.</p>	

### Planning/Resource Management

Zoning:	<b>Kaipara District Plan 2013:</b> Residential - Mangawhai Harbour Overlay. See attached information regarding the District Plan.
<p>Full details of the zone requirements are found in the current District Plan. Relevant zone ordinance can be found at the Council <a href="#">website</a>.</p> <p>There is currently no information regarding the suitability of this site for urban development, as such a Site Suitability report would need to be undertaken.</p> <p>A Geotechnical report and/or specific design and engineering certification may be required for house foundations and on-site drainage.</p> <p>No other planning information located.</p>	

**Building**

13/05/09 BUILDING CONSENT 090233: Install Kent Quantum Clean Air Fireplace: Code Compliance Certificate Issued 14/08/09.

1/12/91 BUILDING PERMIT J 20156 P R PRESCOTT APPLICANT DWELLING.  
NOTICE TO FIX NF0080: non-complying deck pond and doorway entrance: Notice to Fix issued 13/08/09. Satisfied 21/04/10.

No other information located.

**Sewer and Water**

Sewer Connected – Mangawhai Wastewater.

Stormwater No information located.

Water Not available

Copy of drainage plan attached.

Public sewer line and manhole within property boundary.

No other information located.

**Land and Building Classifications**

No information located.

Refer to copy of map from District Plan for other classifications in the immediate vicinity.

**Compliance with Swimming Pool Bylaw**

21/04/10 Swimming Pool SW0322: Pool removed 14/06/13.

No other information located.

**Land Transport Requirements**

No information located.

**Special Land Features**

No information located.

**Licences/Environmental Health**

No information located.

**Network Utility Operators**

Information related to the availability of supply, authorisations etc (eg, electricity or gas) can be obtained from the relevant Network Utility Operator.

**Other Information**

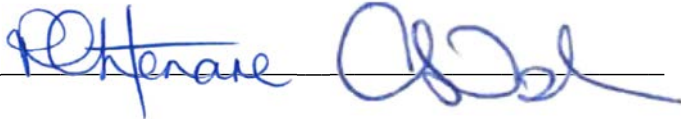
No title search has been done on this property.

**Notes**

1. Final inspections on buildings were not mandatory prior to 1 January 1993. Should an evaluation of the building be required an independent qualified person should be consulted. In the interests of safety, an inspection of any fireplace within the dwelling may be requested of Council at any time, after paying the appropriate fee.

2. Every care has been taken to ensure that the information supplied by the Council on this form is accurate. The Council relies on information available to it and will not be held responsible for incomplete or inaccurate information provided, or for any errors or omissions made in good faith.
3. Please note that the property was neither inspected nor visited in the course of the preparation of this Land Information Memorandum.
4. Other information may be held by other authorities, for example the [Northland Regional Council](#) or [Heritage New Zealand](#).
5. This Land Information Memorandum is a disclosure of information (which may be historical) held by the Council at the time of application and is subject to change.
6. Any enquiry not accompanied by a fee will be invoiced separately. (All prices are GST inclusive).
7. No Record of Title was supplied with this application for this Land Information Memorandum. The Council therefore does not warrant that the information supplied is related to the correct property.
8. Any Resource or Building consents run with the land; if the project is incomplete, there may be existing/additional charges to pay for which the new owner will be liable.
9. A Development Contribution and or Financial Contribution may be payable if development is carried out, the effect of which is to require new or additional assets or assets of increased capacity and as a consequence Council incurs capital expenditure to provide appropriately for those assets and that capital expenditure is not otherwise funded or provided for. Future rating policies are outlined in Council's Long Term Plan 2021-2031.

Name:



Date: 3/04/2023.

**Performance Standards of the Kaipara District Plan 2013**

To view the performance standards (rules) for each zone please refer to the relevant chapter of the Kaipara District Plan 2013:

Rural - Chapter 12

Residential - Chapter 13

Business: Commercial and Industrial - Chapter 14

Maori Purposes: Maori Land – Chapter 15A

Maori Purposes: Treaty Settlement Land – Chapter 15B

Estuary Estates – Chapter 16

All Zones - Chapter 10 Network Utilities and Chapter 11 Transport Network

**How can I view the Kaipara District Plan 2013?**







If you have access to the internet and want access to the most up to date information, visit the website

[www.kaipara.govt.nz](http://www.kaipara.govt.nz)














If you do not have access to a computer you can visit one of the following locations to view a hard copy of the Plan:

Venue	Opening Hours
<b>Kaipara District Council Office - Dargaville</b> 42 Hokianga Road Dargaville Telephone (09) 439 7059	Monday - Tuesday 8.00am to 4.30pm Wednesday 9.00am to 4.30pm Thursday - Friday 8.00am to 4.30pm
<b>Kaipara District Council Office - Mangawhai</b> Unit 5, The Hub 6 Molesworth Drive Telephone (09) 431 3161	Monday - Tuesday 8.30am to 4.30pm Wednesday 9.00am to 4.30pm Thursday - Friday 8.00am to 4.30pm
<b>Kaiwaka Library</b> Corner State Highway 1 and Kaiwaka Mangawhai Road Kaiwaka Telephone: (09) 431 2539	Sunday -Tuesday Closed Wednesday – Saturday 10:00am to 2:00pm
<b>Maungaturoto Library</b> Centennial Building Hurndall Street Maungaturoto Telephone: (09) 431 8811	Monday to Thursday 10:30am to 12:00 noon Friday 10:30am to 4:00 pm Saturday 10:00am to 1:00pm Sunday Closed
<b>Paparoa Library</b> Brook House State Highway 12 Paparoa Telephone: (09) 439 2216	Monday 1:30pm to 4:30pm Wednesday 10:00am to 12:00 noon Friday 9:30am to 1:00pm Tuesday / Thursday Closed Saturday / Sunday Closed
<b>Ruawai Library</b> Ruawai College State Highway 12 Ruawai Telephone: (09) 439 2216	Monday to Friday 8:45am to 3:15pm Saturday / Sunday Closed
<b>Dargaville Library</b> Corner Poto and Normanby Streets Dargaville Telephone: (09) 439 3150	Monday to Friday 9.30am to 5.30pm Saturday 9.30am to 12.30pm Sunday Closed











**All Maps**

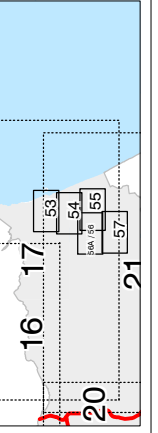
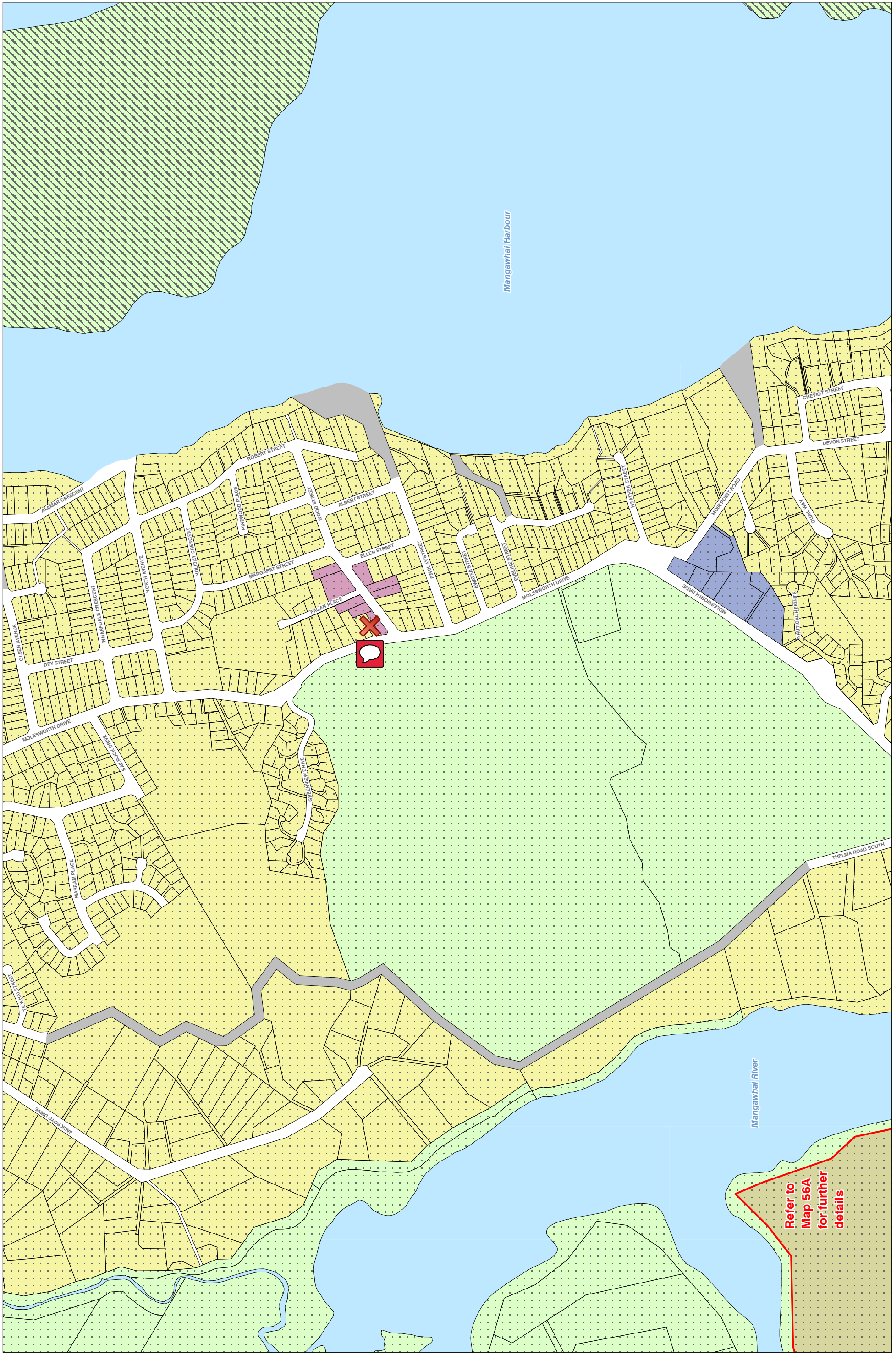
-  State Highway
-  Railway
-  Bridge or Causeway
-  Unformed Road
-  Sea, Lakes and Rivers
-  Parcel Boundary

**Map Series One - Land Use**

-  Estuary Estates
-  Rural
-  8m Height Restriction
-  Business: Commercial
-  Business: Industrial
-  Residential
-  Maori Land
-  Treaty Settlement
-  Estuary Estates
-  East Coast Overlay
-  Harbour Overlay
-  Kai Iwi Lakes Overlay
-  West Coast Overlay

**Map Series Two - Sites, Features and Units**

-  Heritage Resource
-  Notable Tree
-  Maungaturoto Dairy Factory Wastewater Pipeline
-  110-220 kV Electricity Transmission Line
-  50 kV Electricity Transmission Line
-  Designation Areas
-  Outstanding Natural Landscape
-  Reserve Management Units
-  Areas of Significance to Maori
-  Maungaturoto Dairy Factory Noise Contour Boundary (45dBA leq)



Map 54 of 60

KAIPARA DISTRICT PLAN - OPERATIVE VERSION - JULY 2013

# Map Series One

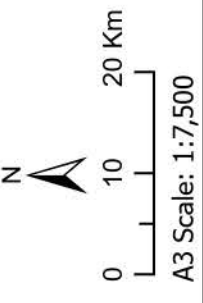
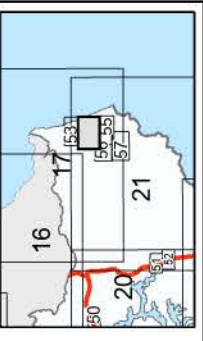
Land Use : Mangawhai

Scale: 1 : 7,500 @ A3

Contains Crown Copyright Data. Crown Copyright Reserved.



Refer to  
Map 56A  
for further  
details



**KAIPARA DISTRICT PLAN - OPERATIVE NOVEMBER 2013**

**Map Series Two  
Sites, Features and Units Mangawhai**

(C) Crown Copyright Reserved.  
 Transpower New Zealand makes no representations about the suitability of any information supplied to Kaipara District Council for any purpose. All intellectual property rights in this Database layer and the data in it belong exclusively to Transpower. While all reasonable efforts have been made to ensure the accuracy of the information provided to Kaipara District Council, Transpower New Zealand accepts no responsibility for any errors, omissions or inaccuracies in the information.  
 Cadastre from 10 March 2021.

## Rates Information - 2022/23

Valuation ID	0122137700		
<b>Property Description</b>			
Location (GIS)	248 Molesworth Drive, Mangawhai		
	<a href="#">View in Google Maps</a>		
Legal Description	LOT 2 DP 39994		
Certificate of Title	31A/1166		
Use	91 Residential: Single Unit (other than bach)	Category	RD199
TORAS	111000	Category Group	Residential Dwelling fully or semi detached
Tenure	Property is not leased. Owner is also occupier.		
Ownership	Private: Individual	Ward	4
Rateability	Rateable	Region	1
Apportionment	Std property - Not Applicable, Not apportionment	Zone	9A

## Valuations

Area (Hectares)	0.0814	Land Value	590,000
Improvements	410,000	Capital Value	1,000,000
Nature of Improvements	DWG OI		
Valuation Date	1/09/20		

## Rates for Current Year - 2022/23

Type	Description (Basis)	Factor	Amount \$
002	Uniform Annual General Charge - Rating Unit	1.00	764.00
012	Mangawhai Stormwater - (L)	590,000.00	573.95
081	Mangawhai Harbour Restoration (MHR) - Rating Unit	1.00	80.00
233	General Rate Residential & Small Sized Lifestyle - (L)	590,000.00	1,642.44
201	Mangawhai Wastewater Connected - SUIP	1.00	1,162.61
	<b>** Kaipara District Council Sub-Total</b>		<b>4,223.00</b>
250	NRC Targeted Council Services Rate - (U)	1.00	169.14
253	NRC Pest Management Rate - (U)	1.00	86.69
254	NRC Targeted Flood Infrastructure Rate - (U)	1.00	33.24
255	NRC Targeted Emergency and Hazard Management Rate - (U)	1.00	48.50
256	NRC Targeted Emergency Services Rate - (U)	1.00	11.60
257	NRC Targeted Regional Sporting Facilities Rate - (U)	1.00	16.60
259	NRC Targeted Land and Freshwater Management Rate - (L)	590,000.00	210.34
260	NRC Targeted Regional Economic Development Rate - (L)	590,000.00	14.28
	<b>** Regional Council Sub-Total</b>		<b>590.39</b>
	<b>Total Rates Levied 2022/23</b>		<b>4,813.39</b>
	<b>(GST on Rates Levied)</b>		<b>627.83</b>
	<b>Rates Last Year 2021/22</b>		<b>4,471.37</b>
	<b>Last Year's Final Instalment</b>		<b>1,117.84</b>

Rates Last Year 4,471.37 Instalments YTD 3,610.05 Current Instalment 1,203.35

## History

Year	Land Value	Capital Value	Annual Rates
2021/22	590,000	1,000,000	4,471.37
2020/21	480,000	780,000	4,416.05
2019/20	480,000	780,000	4,189.96
2018/19	480,000	780,000	3,976.54
2017/18	295,000	520,000	3,371.68
2016/17	295,000	520,000	3,310.40
2015/16	295,000	520,000	3,265.08
2014/15	280,000	485,000	3,109.08
2013/14	280,000	485,000	3,082.71
2012/13	280,000	485,000	3,089.45



## Code Compliance Certificate 090233

Form 7, Section 95, Building Act 2004

P B Newing  
 11 Renway Rise  
 Howick  
 Manukau 2014

Issue Date: 14/08/09  
 Overseer: Central

**THE BUILDING:**

<b>Street Address of Building:</b>	248 MOLESWORTH DRIVE, MANGAWHAI
<b>Valuation Number:</b>	0122137700
<b>Legal Description:</b>	LOT 2 DP 39994
<b>Building Name:</b>	
<b>Location of Building within site/block number:</b>	
<b>Level/Unit Number:</b>	
<b>Current Lawfully Established Use:</b>	Housing - detached - fireplace
<b>Year First Constructed:</b>	

**THE PROJECT:**

<b>Description:</b>	Install Kent Quantum Clean Air Fireplace DOMESTIC FIREPLACES
<b>Type of Work:</b>	
<b>Intended Use:</b>	Housing - detached fireplace
<b>Intended Life:</b>	Indefinite, but not less than 50 years
<b>Stages:</b>	Being Stage 1 of an intended 1 Stages

**THE OWNER:**

<b>Owners Name:</b> P B Newing			
<b>Owners Mailing Address:</b> 11 Renway Rise, Howick, Manukau 2014			
<b>Street Address/Registered Office:</b>			
<b>Phone Number</b>	<b>Landline:</b> 095348213	<b>Daytime:</b>	<b>After Hours:</b>
	<b>Mobile:</b>	<b>Fax:</b>	
<b>Email:</b>		<b>Website:</b>	

**FIRST POINT OF CONTACT:**


<b>First Point of Contact:</b> As above
---

**BUILDING WORK:**

<b>Building Consent Number:</b> 090233
<b>Issued By:</b> Kaipara District Council

This Code Compliance Certificate is issued by the Kaipara District Council. As the Building Consent Authority it is satisfied, on reasonable grounds that:

- The building work complies with the Building Consent 090233

Signature  Date: «IssueDate» Position Building Services Officer

On behalf of: Kaipara District Council



Kaipara te Oraoanui - Te Ōceani Te Hāhau

ENTERED

090233

Solid Fuel Heater Building Consent Application

KAIPARA DISTRICT COUNCIL

<b>Owner Details</b>	<b>Applicant Details</b>
Owner: P.B. NEWING	Applicant: P.B. NEWING
Postal Address: 11 RENWAY RISE HOWICK	Postal Address: 11 RENWAY RISE HOWICK
Phone No: 09 534 8213	Phone No: 09 534 8213 021 276 1185
Fax No: /	Fax No: /

Post Information to

Owner

Applicant

**Project Location** 248 Malesworth Drive  
 Street Address: Mangawhai Heads  
 Legal Description\* Lot 2 DP: 39994  
 Valuation No\*: 0122137700 Area of Site(m<sup>2</sup>/ha):  
 \*Refer to your rates notice

**Heater Details** KENT  
 Make: Model: Quantum Clean Air Wood Heater  
 Total Value of Work (estimated): \$ 550  
 Wetback  Freestanding  Inbuilt  Existing Flue   
 New  Existing  Second Hand   
 The make and model listed above complies with national environmental standards (for more info to the National clean Air Standards at [www.mfe.govt.nz](http://www.mfe.govt.nz))  
 The appliance is to be installed on a lot larger than 2 hectares in size (please provide proof)  
**Tradesmen Details:**  
 Installers Name: BARRY CURTIS  
 Address: \_\_\_\_\_  
 Plumbers/ Gasfitters Name: BARRY CURTIS REG No: 12748  
 Address: PO BOX 160 MANGAWHAI

TO AVOID DELAYS IN PROCESSING OF YOUR APPLICATION PLEASE ENSURE YOU HAVE ATTACHED/PROVIDED THE FOLLOWING INFORMATION:

- Fire manufacturers installation instructions and specifications (2 copies).
  - Secondhand fires require a certificate from Craftsman plumber or Home Heating Association Member
- Floor plan as described above (2 copies, if applicable). With smoke alarm locations
- Receipt for payment of fee for this application.
  - Please check ALL details on this form are filled out and **ENSURE YOU HAVE SIGNED the declaration at the bottom of page one.**
  - Application fee of \$253.00 (includes Wetback) or \$143.00 (excludes wetback) when installed by a member of the New Zealand Home Heating Association and a Producer Statement submitted to Council.

Declaration: 'This Heater will be installed to Building Code Requirements'

Signed: [Signature]

Date: 1/5/09

Receipt Number 574373

Date: 1/5/09

3117.0



Kaipara te Oraoanau - Two Oceans Two Harbours

KAIPARA DISTRICT COUNCIL

**Producer Statement Construction (PS3)**

**CONSTRUCTION**

ISSUED BUILDING CONSENT NUMBER..... 090233 .....

THIS PS3 IS ISSUED BY: Barry Curtis .....

TO: KAIPARA DISTRICT COUNCIL

IN RESPECT OF: FIRE PLACE INSTALLATION .....

AT (Address): 248 Malesworth Drive .....

LEGAL DESCRIPTION - LOT..... DP..... SO.....

FROM: .....

LICENSED BY: Barry Curtis .....

engaged by: .....

In respect of clause(s) B1, B2, & E2 of the Building Regulations 1992 for the building work described by the drawings and specifications prepared by the design firm titled;

PC 090233  
numbered.....

authorised variation(s).....(copies attached) have been issued during the course of the works.

I have sighted the issued building consent and read the conditions. As the contractor/builder I can confirm that the building works have been carried out in accordance with the requirements of the New Zealand Building Code, the conditions of the building consent, the design drawings and specifications and in accordance with the listed variations (if any).

I understand that if this producer statement is accepted, that it may be used to verify that the building work All / Part only as specified in the attached particulars, the subject of this building consent meets, based on reasonable grounds, the requirements of this building consent and the requirements of the Building Code in respect to clauses B1, B2, E2.....of the Building Regulations 1992.

Name: Barry Curtis .....

Signature: [Signature] .....

Date: 11-08-09 .....

Address: .....

Contractor/Applicator: .....

Phone: 0272514884 (bus.) .....

## PREPARING WOOD FOR BURNING

To get the best possible heating value out of your wood, you will need to season it properly. This is best accomplished by planning ahead. Wood can take up to two years to dry out fully. A fresh cut tree can be up to 50% water, which means half of the weight of the log you are carrying is of no use to you. After 12 months of seasoning, the moisture content may have dropped to between 10 and 20%, which will be about as low as it can go without artificial drying.

The shorter the piece of wood and the greater the surface area exposed to the air, the faster it will dry. A good way to prepare your wood is to cut it to heater-sized lengths and split any pieces over 150mm (6 inches) diameter as soon as the tree is felled. The location of your wood pile will greatly assist or hinder the drying process. Obviously you will want it adjacent to the house or wood storage area, but you should also select an area that is free of long grass and away from large bodies of water in order to provide good circulation of dry air. Place the wood piles so that the prevailing winds will blow through the spaces between the pieces of wood, and leave 600-1200mm between the faces of parallel wood piles. Be sure to have your wood stacked in full sunlight to take advantage of the sun's drying rays.

A two or three sided wood shed is the most convenient place to store wood, but if you have to store it outside over winter, cover the top but not the sides. Allow 300mm overhang on the roof or cover to minimise rain entry. Wood kept in an enclosed garage or basement and not exposed to the wind will take longer to dry than that stored in an open shed.

## A WORD ABOUT FLUES

The Installation section of this manual talks about the flueing requirements for your heater. **KENT** heaters are designed for use with a 150mm diameter full length flue. Flues larger than this can cause less than optimum performance.

The reason that larger flues can create problems is that they take longer to warm up to operating temperature to provide proper draft, and have a greater surface area which causes greater heat loss, leading to more condensation of creosote. When large flues do heat up, or when extremely cold weather and high atmospheric conditions exist, larger flues can over-draft an appliance. If your heater is not performing up to expectations when operated according to these instructions, have your dealer or installer check the draft level of your flue with a draft meter. The correct draft reading, when the heater is operating on high and has been running until it is up to temperature, is 0.1 Water Column Inches.

## CREOSOTE FORMATION AND NEED FOR REMOVAL

When wood is burned slowly, it produces tar and other organic vapours, which combine with the moisture released during the burning process, forming creosote. The creosote vapours may condense in the relatively cool flue of a slow burning fire. As a result a build-up of creosote occurs that in the worst instance may ignite and burn inside the flue causing an extremely hot fire. The flue of your heater should be inspected at least every two months during the heating season, and preferably before beginning to use the heater at the start of the season. When you are able to operate the heater without creating creosote deposits, the interval between inspections may be increased, but the flue must always be inspected and cleaned at least once a year.

The flue should be swept by a professional chimney sweep to remove any build-up of creosote and soot. A professional sweep should also advise of any problems that may be detected in his inspection of the flue.

## MAINTENANCE

Your **KENT** heater requires minimal maintenance, and will keep its good looks for a long time with just a little attention.

### Cleaning:

The exterior surfaces of the heater should be cleaned when needed with a damp cloth and non-abrasive cleaner. Use of caustic or abrasive cleaners will damage the finish on the heater.

If, due to continued burning at low temperature, the door glass is dirty, use a paper towel moistened with water and dipped in the cold ashes from the fire to lightly scrub the inside of the glass. Remember that a properly operated heater will keep the glass clean by itself.

### Door Replacement:

In the unlikely event that your door glass should break, obtain a complete replacement door from your **KENT** dealer. Use of incorrect glass may cause injury or property damage. **Never operate the heater with a broken door glass or with the door missing.**

### Door Sealing:

It is important to the correct operation of the heater that the door is sealing properly. If the seal is damaged, obtain the correct replacement part from your **KENT** dealer.

### Baffle Plate:

The baffle plate should be inspected monthly during the heating season for any signs of damage or deterioration such as extreme distortion.

### Lubrication:

The door hinges, door handle spindle and air slide mechanism should be lubricated every few months of use with a suitable high temperature grease. Do not use too much as this can melt and drop down onto the hearth staining it.

### Other maintenance:

Any other maintenance required should be carried out by qualified service staff. Please consult your **KENT** dealer for local service people. Any replacement parts used must be original **KENT** parts. The appliance should not be modified in any way except in accordance with instructions supplied by **KENT**.

### Manufactured for:

The BBQ Factory Limited  
tel 0800-800-836  
sales.info@bbqfactory.co.nz  
www.bbqfactory.co.nz

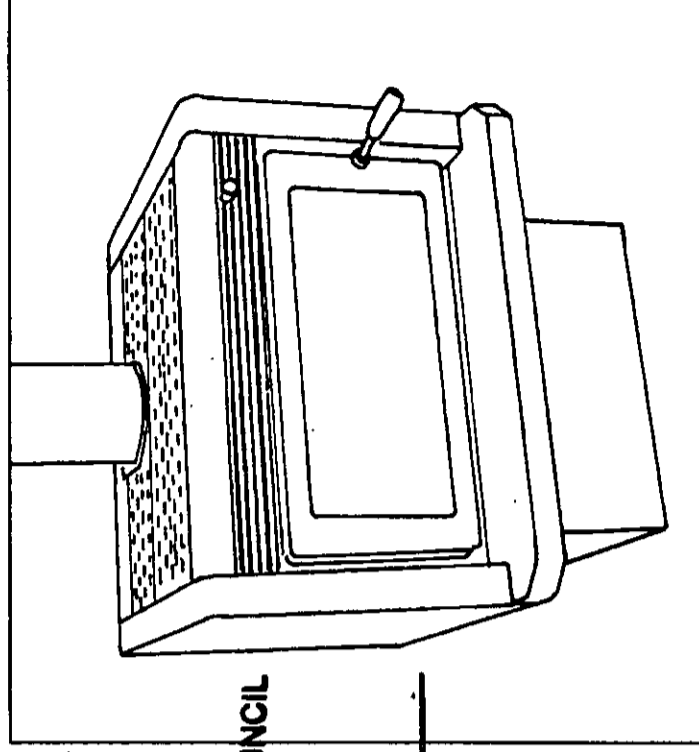
Smoke alarms to comply  
with clause F7 NZBC



# KENT Quantum

CLEAN AIR

FREESTANDING WOOD HEATER



KAIPARA DISTRICT COUNCIL

BC 090733



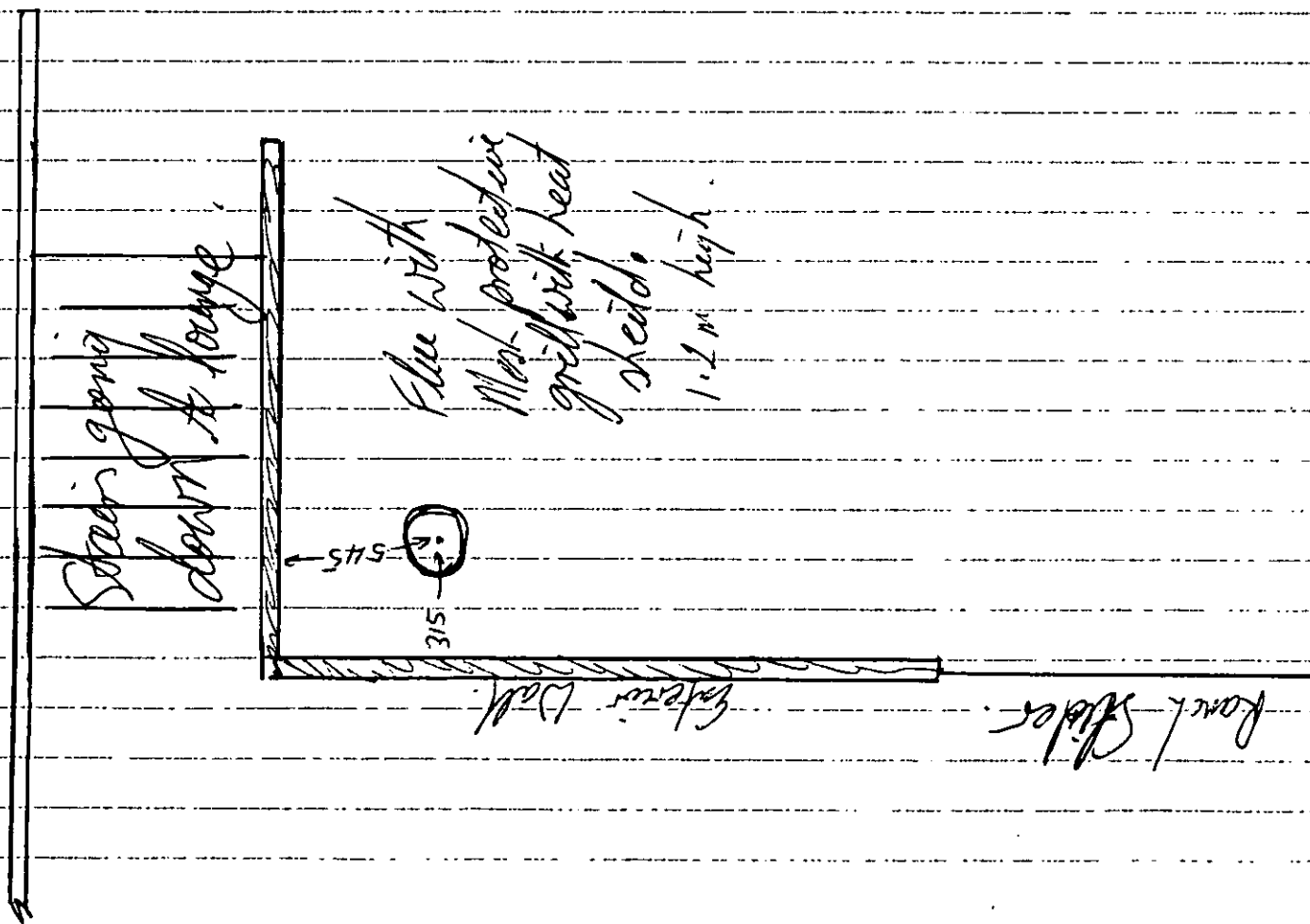
BUILDING INSPECTOR

## ASSEMBLY, INSTALLATION AND OPERATION INSTRUCTIONS

- PLEASE READ AND UNDERSTAND THESE INSTRUCTIONS BEFORE ASSEMBLING, INSTALLING AND USING THIS APPLIANCE.
- RETAIN THESE INSTRUCTIONS WITH THE APPLIANCE FOR FUTURE REFERENCE.

COUNCIL

Bed Room.

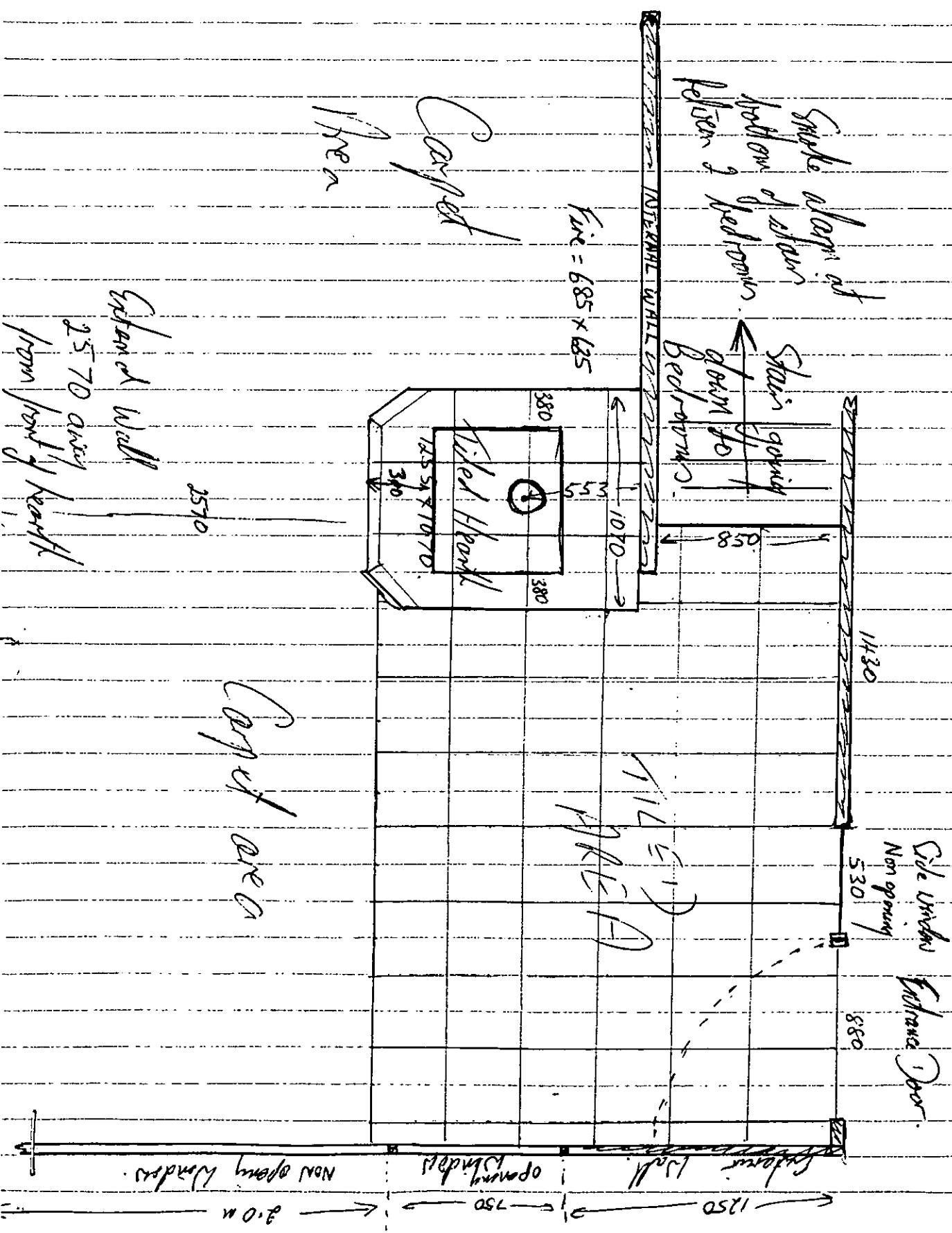


090232

COUNCIL

# COUNCIL

09-02-33



APPLICATION FOR A BUILDING PERMIT

Valuation reference :

1221/377

Prescott

Molesworth Drive Manaawhai

Dw

Fee

375

Y/N

(g) Other (eg copy of Design Certificate, calculations etc) Y/N

- 7. Foundation inspection requested R/NR 19
- 3. Foundation inspection carried out by County Inspector *[Signature]* 17.12 1991
- 9. Prelining inspection requested R/NR 19
- 10. Prelining inspection carried out by County Inspector 19
- 11.  Plumbing and  drainage inspection requested *[Signature]* R/NR 19
- 12. Plumbing and Drainage inspection carried out by County Inspector 19
- 13. Any additional inspection of property Reason

*Earthwork deposit OK to refer out to Department 22 2 - 94*

Application completed and approved for filing

(signed) County Inspector

19

- 14. Checked and all sections correctly completed

(signed) SAO

19

- 15. Date application completed and filed

19

11520



137

# KAIPARA DISTRICT COUNCIL

Dargaville Office  
Private Bag, Dargaville  
Phone (0884) 7059

Paparua Office  
P.O. Box 1, Paparua  
Phone (089) 4317019

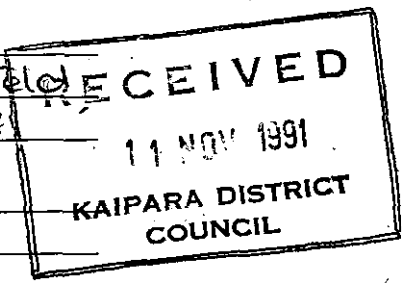
## APPLICATION FOR BUILDING PERMIT

To the Engineer (ATTENTION: Building Inspector)

I hereby make application to erect/re-erect/extend/alter/repair the building(s) according to the site plan, detailed plans, elevations, cross sections and specifications deposited herewith in duplicate.

Particulars of the land and buildings are:

OWNER Name Peter Richard Prescott  
Postal Address P.O. Box 40090, Glenfield  
Auckland Phone (09) 4835698



BUILDER Name as above  
Postal Address \_\_\_\_\_  
Phone \_\_\_\_\_

EXISTING USE OF SITE AND BUILDINGS Holiday Home. remove kitchen.  
NATURE OF PROPOSED BUILDING WORK New Dwelling

e.g. additions to Dwelling, Bedroom, Lounge extensions etc.

VALUATION DEPT. ASSESSMENT No: (from rate demand) 1 221-37700

LEGAL DESCRIPTION OF SITE (from rate demand or title deeds) Lot 2 DP 39994

ADDRESS OF SITE Molesworth Rd Mangawhai

AREA OF SITE ~~8.4~~ Hectares 814 sq. metres

NATURE OF SOIL (rock, clay, sand, loam etc) Sand.

FLOOR AREA (proposed work-square metres)	Basement	Ground Floor	Other Floors	Total
Main Building	<u>21.6</u>	<u>60.1</u>	<u>43.8</u>	<u>125.5 sq.m.</u>

ESTIMATED VALUE OF WORK AND FEES	VALUE	FOR OFFICE USE ONLY			
		Fees	Receipt No.	Date	Permit No.
Main Buildings (excluding plumbing and drainage)	\$ <u>38677.61</u>	\$ <u>425</u>	<u>59457</u>	<u>11/12/91</u>	
Accessory Buildings (excluding plumbing and drainage)	\$ <u>0%</u>				
Plumbing	\$ <u>0%</u>				
Drainage	\$ <u>1 000</u>	\$ <u>78</u>			
Sub Total	\$ <u>45,865.61</u>	\$ <u>47</u>			
Building Levy Fee (on Sub Total Value)		\$ <u>500</u>			
Vehicle Crossing Deposit					
Vehicle Crossing Payment					
Footpath and Street Damage Deposit					
Sewer Connection					
water Connection					
Other: e.g. Hoarding Licence, Stormwater Inspection, Off Street Parking					
<b>TOTAL FEE \$</b>		<u>1128</u>			

CERTIFICATE:

I hereby certify that the above information is correct in every respect and do hereby agree to abide by all provisions of the Kaipara District Council Bylaws governing and regulating all matters the subject of the foregoing.

I

Signature of Applicant @ Prescott

Date 8/11/91



K A I P A R A D I S T R I C T C O U N C I L

APPLICATION FOR PERMIT FOR SANITARY PLUMBING OR DRAINAGE WORK

To: The Engineer (Attn. Plumbing & Drainage Inspector)  
Kaipara District Council

RECEIVED  
11 NOV 1991  
KAIPARA DISTRICT  
COUNCIL  
P.O. Box 1  
PAPAROA

Private Bag  
DARGAVILLE

I, the undersigned Peter Richard Prescott (full name) P.O. Box 40090 Glenfield Ak. (full postal address) hereby apply for a permit for the work described herein, and set out in the plans attached hereto, to be carried out in the premises situated at:

Valuation Number: 1221-37700 Legal Description:  
Street or Road: Molesworth Lot No.: 2  
District: Otamatea Deposited Land: 39994  
Survey District: \_\_\_\_\_

Name and Address of Person for whom work is to be carried out:  
Peter Richard Prescott

Name and Address of Registered Craftsman Plumber, or Registered Drainlayer:  
Plumber: Ciff Coxs Drainlayer: Jim Lee  
12 St Ives Road 80 Riddle Rd  
Marrangi Bay Ak Glendowie Ak

Registration Number: 05100 Registration Number: 7440

DESCRIPTION OF WORK  
State type of premises: Domestic Dwelling  
State extent of work: Septic - household plumbing

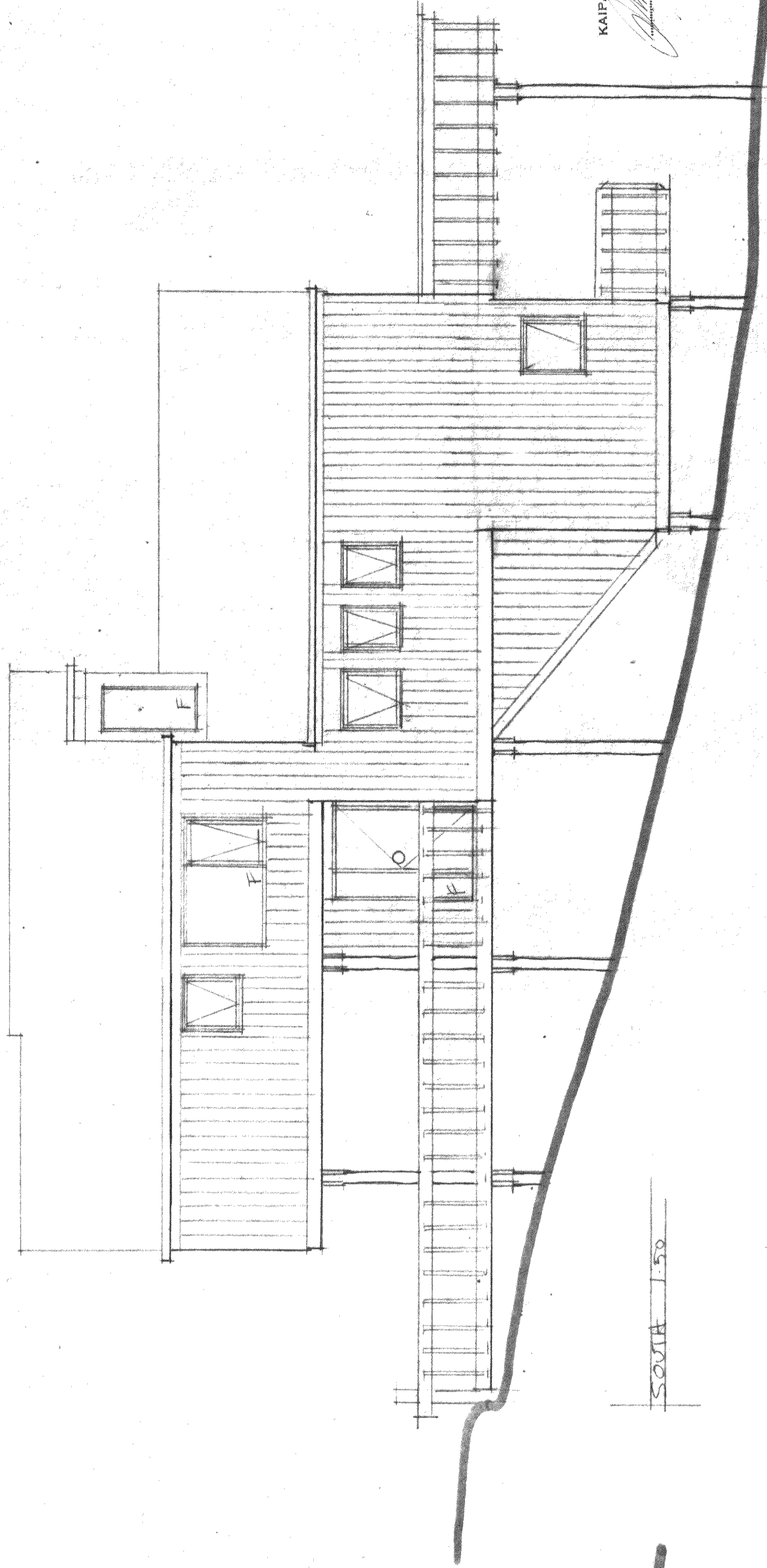
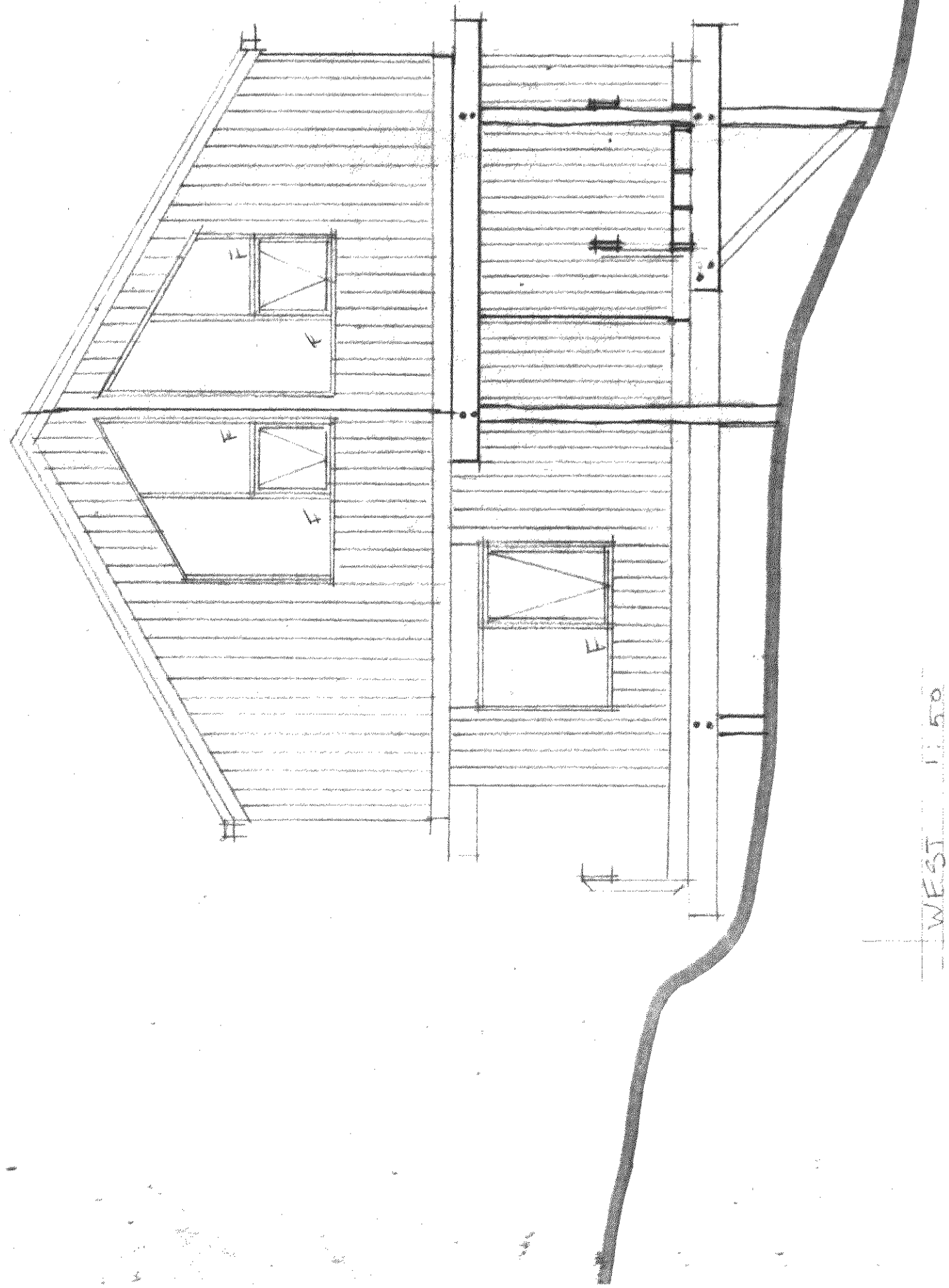
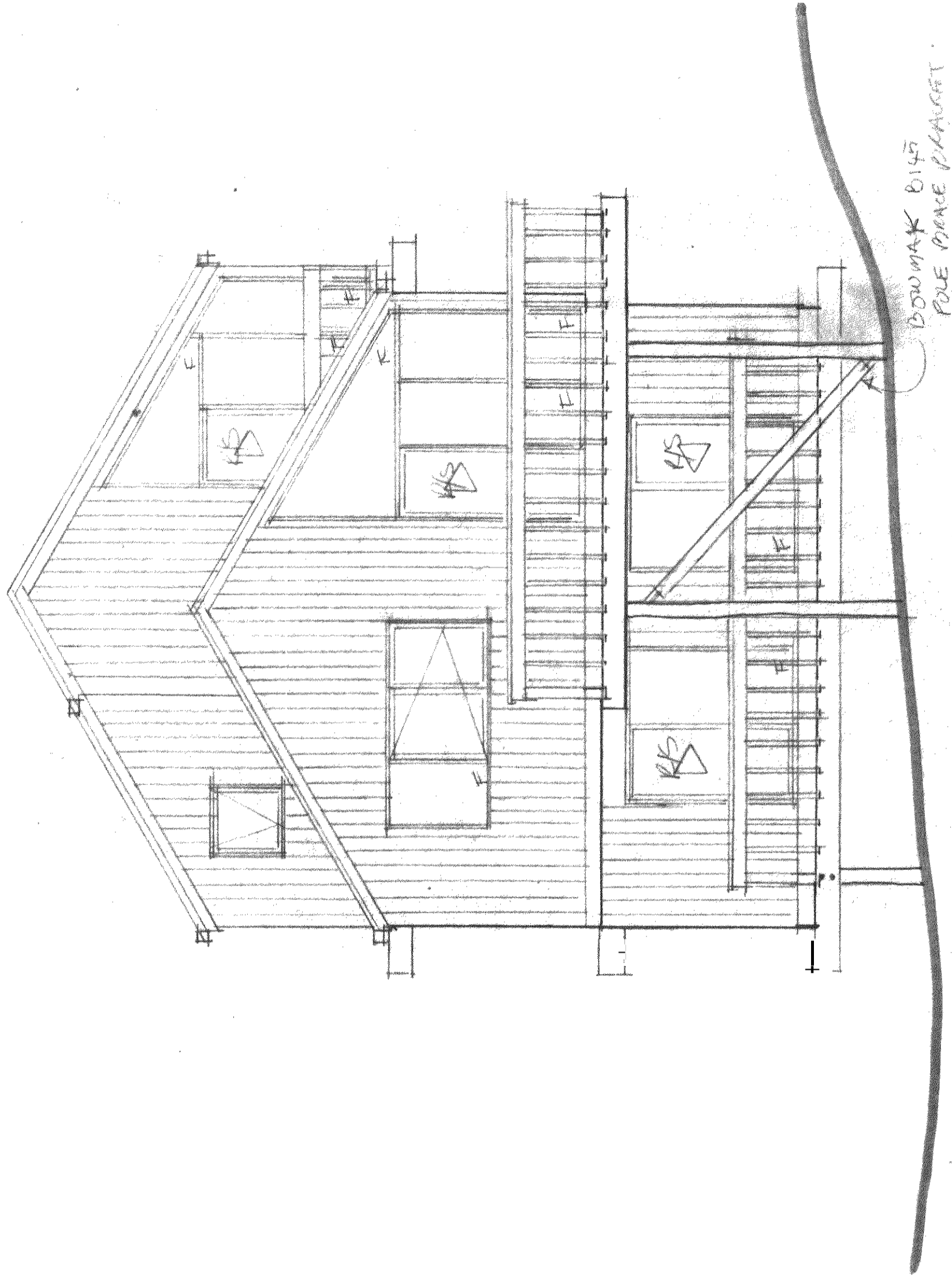
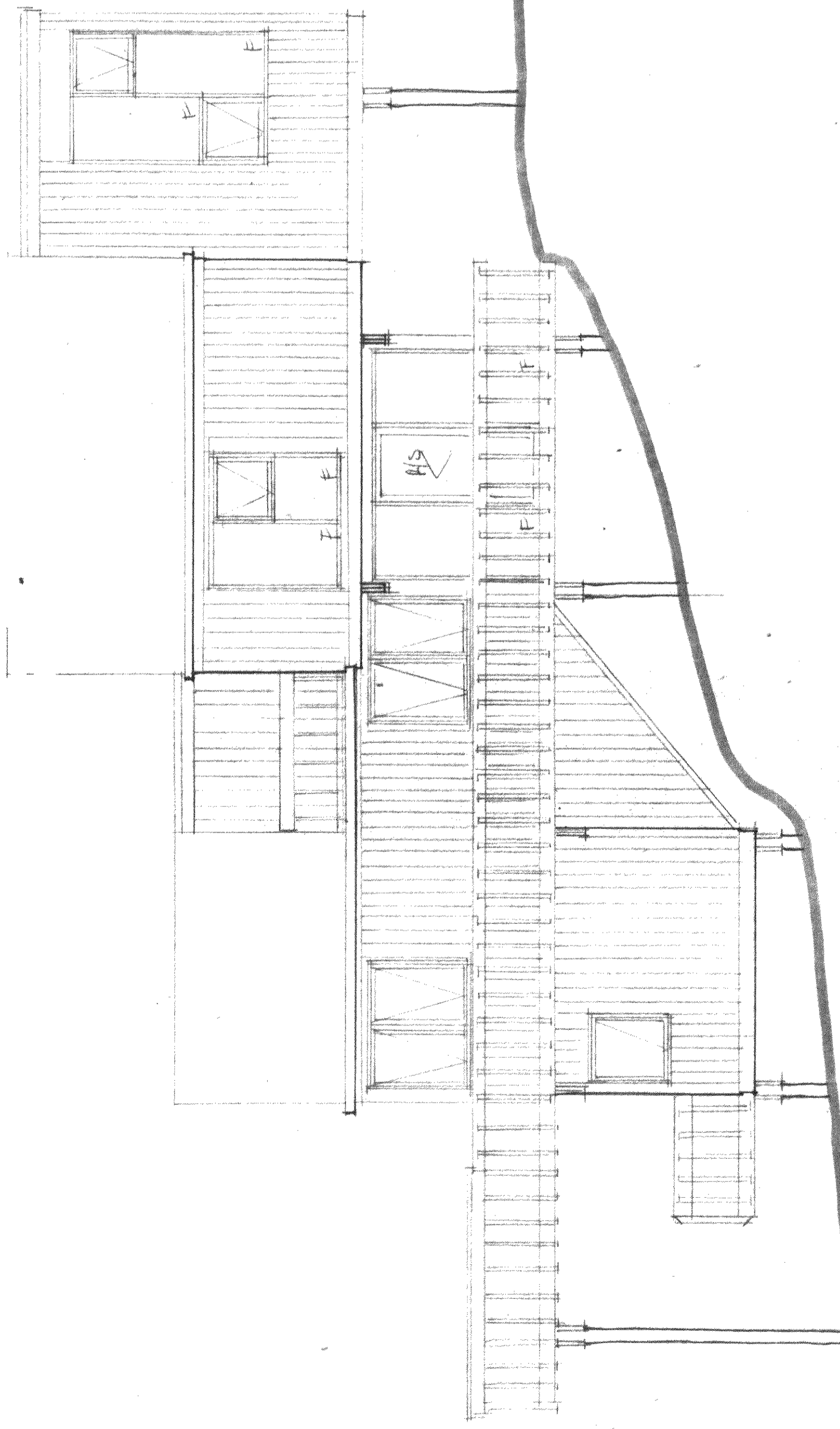
ESTIMATED VALUE OF WORK

	Materials	Labour	Subtotal
Orainage		<u>7325</u>	
Plumbing		<u>\$400-00</u>	
		TOTAL	

Signed: [Signature] Date: 5/11/91

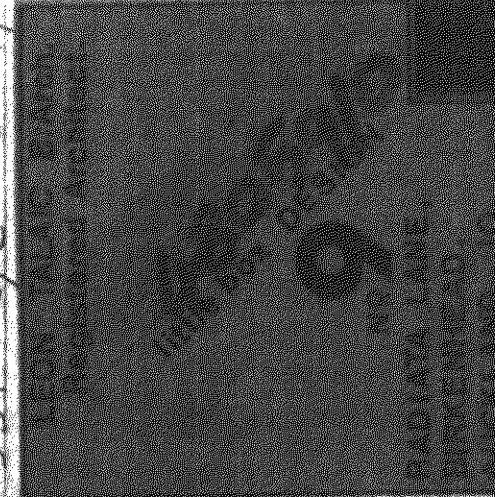
- SEE NOTES ON REVERSE -

OFFICE USE ONLY  
Fee Paid: \_\_\_\_\_ Receipt Number: \_\_\_\_\_ Date: \_\_\_\_\_



KAIPARA DISTRICT COUNCIL  
APPROVED  
*William R. A.*  
BUILDING INSPECTOR

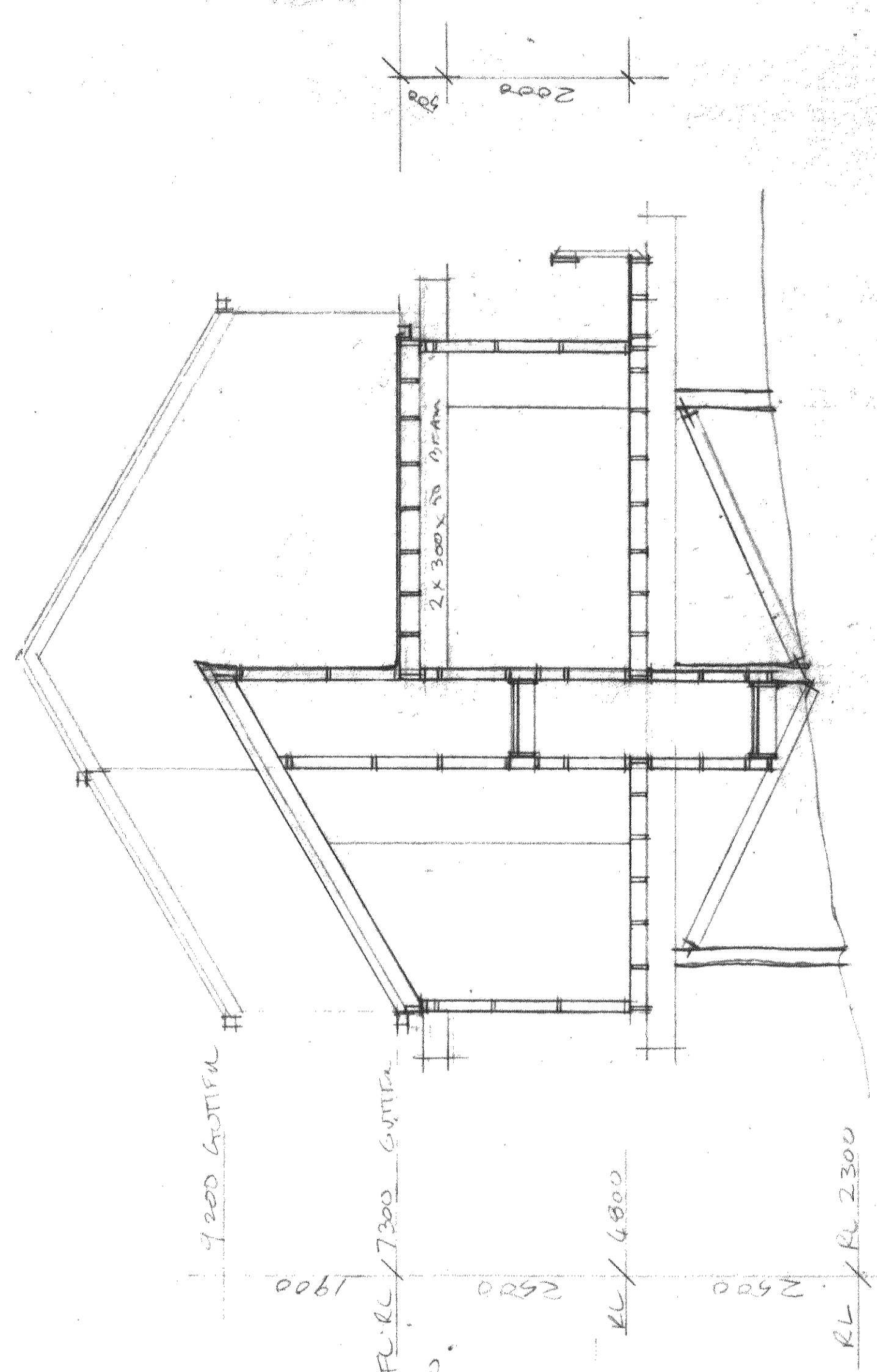
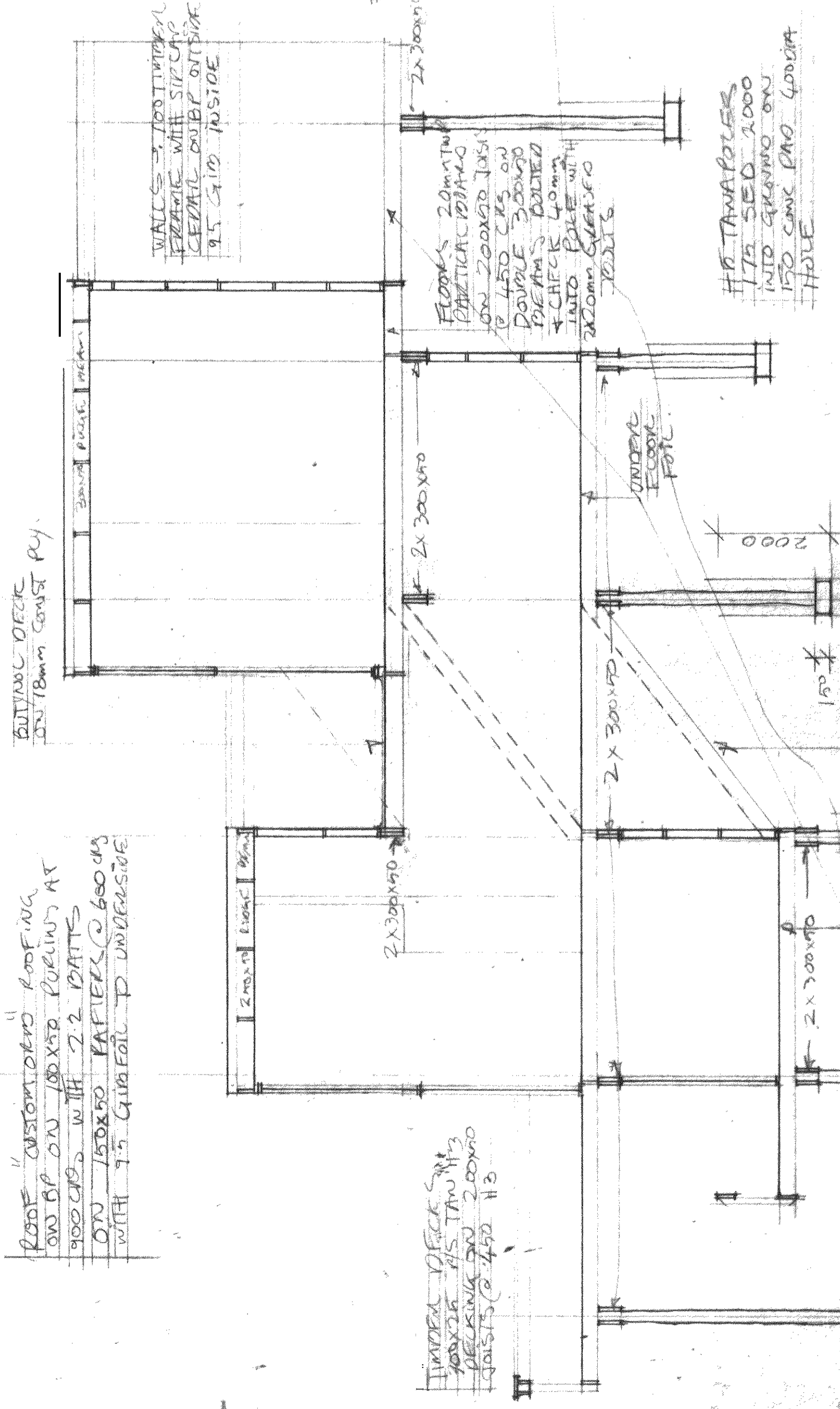
PRESCOTT HOUSE  
2011-2/13 02/91



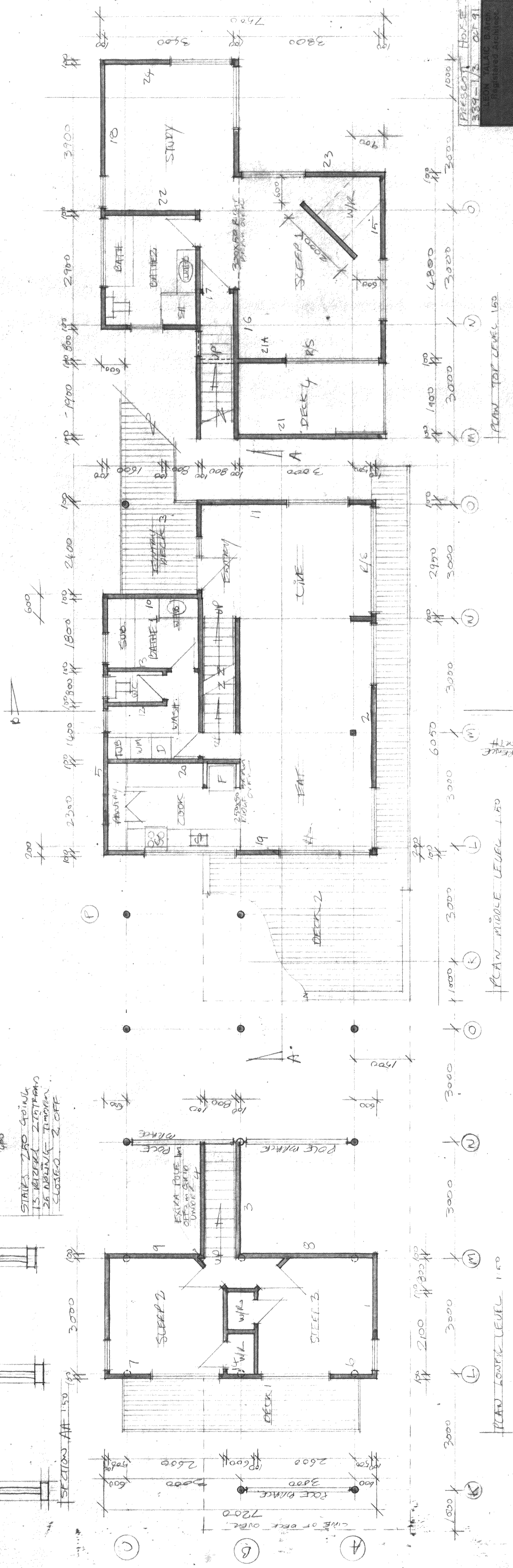
L M N O F

ROOF DESIGNATED ROOFING ON TOP ON BRXTR LUMBER AT 800000 WITH 2-2 BRATS AND 150X200 PAPER @ 600MS WITH 1.5 GUEFOIL UNDERSIDE

WOOD DECKS 15 TAW 113 150X200 BRXTR 2000MS @ 450 113



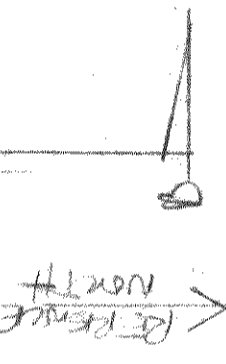
SECTION D10 1:50



PLAN MIDDLE LEVEL 1.50

PLAN TOP LEVEL 1.50

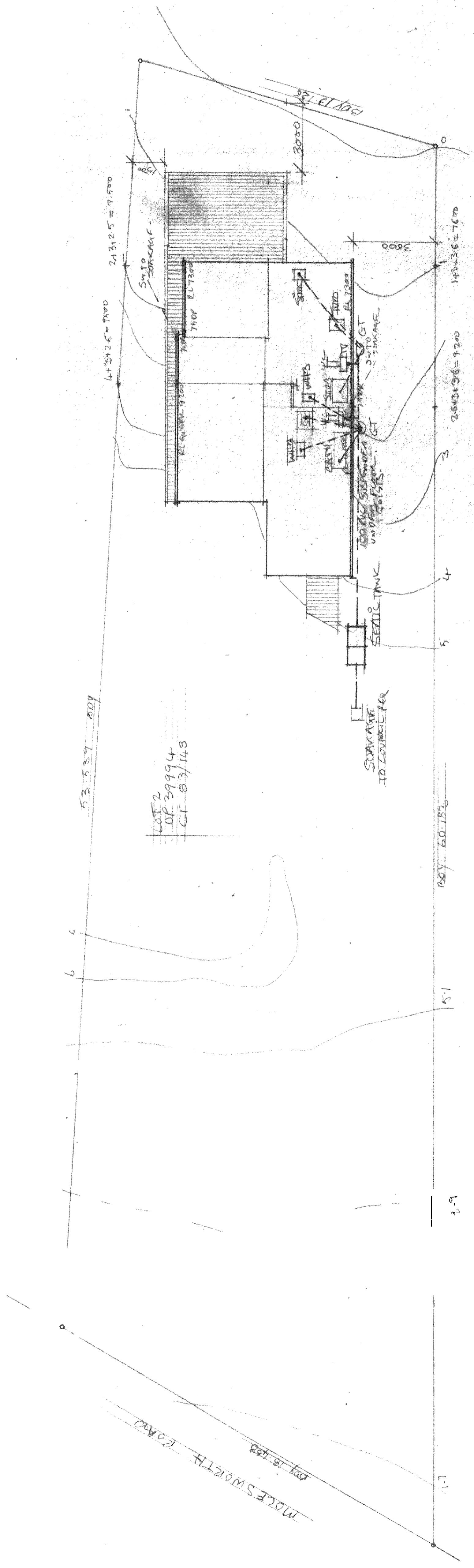
PLAN LOWER LEVEL 1.50



REVERSE

PROSCON HOV-E 389-1/3 00791

RFF  
 NORTH  
 ↑





AMENDED  
19.05.09

BLANKED  
CONNECTION

NEW I.J.

New 110mm SS

250

Cut in new IB  
on Ex. line

Existing 100mm SS

248

COPY

WOOD STREET

Drainage Construction Plan

248 Molesworth Drive

REV 1

- Sewer Points
- Blanked Con.
  - ⊗ Ex. Pump
  - ⊗ Grinder Pump
  - ▲ Intersection
  - Outlet
  - ⊙ Property Connection
- House connections
- ⋯ Existing 110mm SS
  - ⋯ Existing 32mm LP HDPE
  - ⋯ New 110mm SS
  - ⋯ New 32mm LP HDPE
- Structures
- ▭ Sump Tank
  - ▭ Structure
  - ▭ Boundary
- Sewer mains jan2009.shp



Water Infrastructure Group




Water Infrastructure Group  
 Unit 13  
 6 Molesworth Drive  
 Mangawhai Village  
 MANGAWHAI 0540  
 New Zealand

Designed SS  
 Checked MW 2009  
 Approved  
 Scale 1:200



# Asset Map 0122137700

## Legend

### Stormwater Point

-  Catch Pit
-  Dummy Node
-  Manhole

### Stormwater Line

-  Other Drain
-  Gravity Main





### Water Point

-  Meter






### Water Line

-  Pipe Main

### Wastewater Point

-  Dummy Node
-  Inspection Shaft / Manhole
-  Inspection Shaft / Manhole
-  Valve

### Wastewater Line

-  Gravity Main
-  Rising Main
-  Service
-  Property Boundaries
-  Parcel Boundaries



The information provided is an indication only and needs to be validated in the field. Kaipara District Council accepts no responsibility for errors or omissions for loss or damage resulting from the reliance or use of this information. Cadastral information is derived from LINZ's Digital Cadastral Record System (CRS) CROWN COPYRIGHT RESERVED.

# Asset Map 0122137700

### Legend

**Stormwater Point**

- CatchPit
- Dummy Node
- Manhole

**Stormwater Line**

- Other Drain
- Gravity Main

**Water Point**

- Meter

**Water Line**

- Pipe Main

**Wastewater Point**

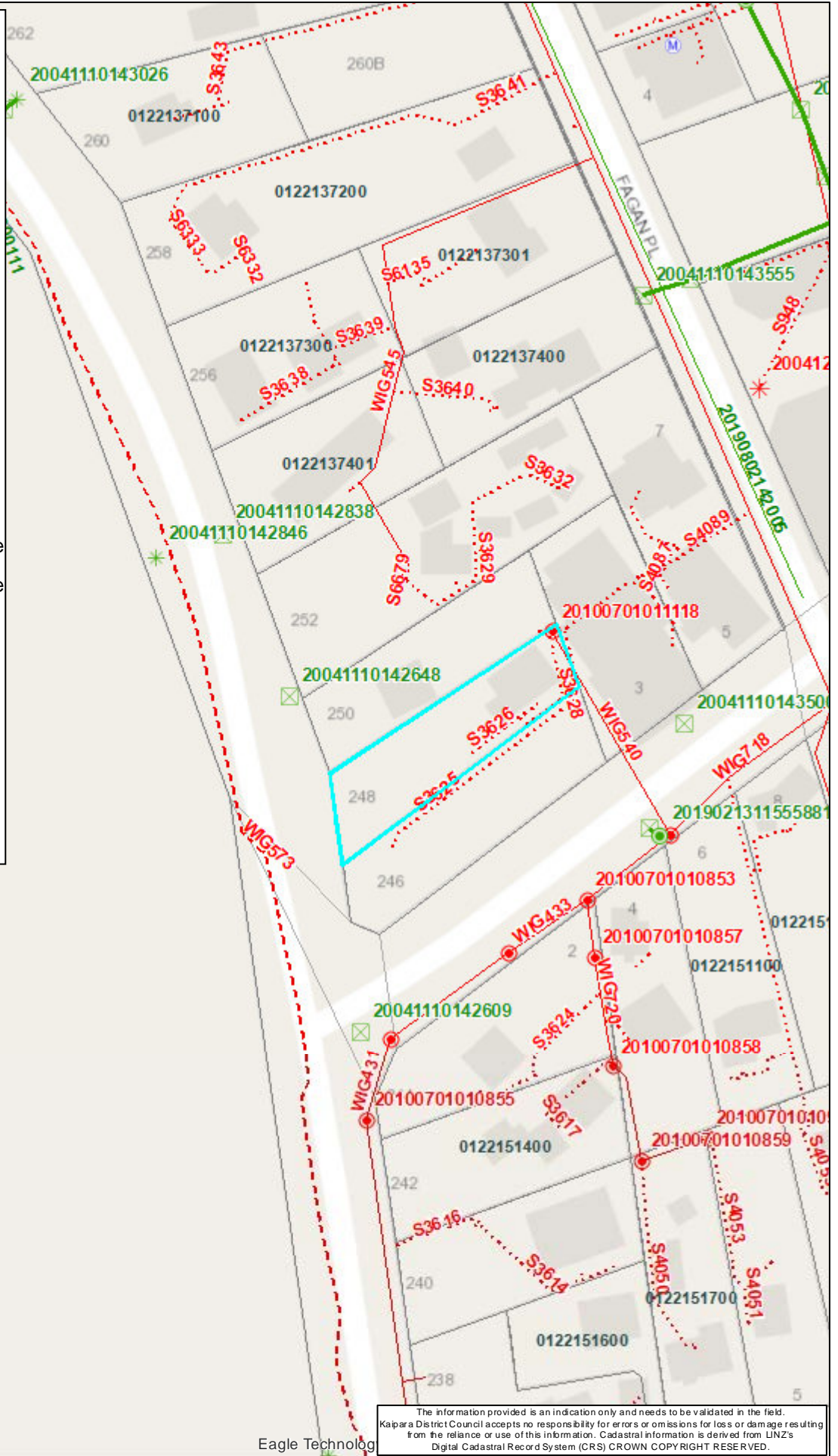
- Dummy Node
- Inspection Shaft / Manhole
- Inspection Shaft / Manhole
- Valve

**Wastewater Line**

- Gravity Main
- Rising Main
- Service

Property Boundaries

Parcel Boundaries



The information provided is an indication only and needs to be validated in the field. Kaipara District Council accepts no responsibility for errors or omissions for loss or damage resulting from the reliance or use of this information. Cadastral information is derived from LINZ's Digital Cadastral Record System (CRS) CROWN COPYRIGHT RESERVED.

# 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](mailto:info@rea.govt.nz) or visit us online at [rea.govt.nz](http://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](http://settled.govt.nz) or email [info@settled.govt.nz](mailto: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](https://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](https://rea.govt.nz), call us on 0800 367 7322 or email us at [info@rea.govt.nz](mailto:info@rea.govt.nz)



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