

ROB KEATLEY



Use your camera to
hover over code
for more
information

473C Tuateawa Road Coromandel

The Network Licensed REAA 2008



Rob Keatley

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www.trinityrealestate.co.nz

(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.

ROB KEATLEY



Enquiries Over \$745,000



Coastal Comfort

Escape to a place where the views of the Pacific Ocean and Mercury Islands are your daily backdrop. This property in Coromandel offers a lifestyle that is both relaxed and family friendly.

This well-maintained pole house offers an attractive dwelling set within native bush surroundings and sunny, wrap around decks, perfect for entertaining. With a generous land area of 6891 square metres established native bush and meandering walking tracks throughout, the peace and privacy here is unrivalled. You'll feel truly at one with nature in this unique setting and maybe even hear the Kiwi calling. Being set on poles, this dwelling has excellent storage and under cover parking with the potential to develop this space further to suit all your needs.

Inside you'll find a family friendly layout with three bedrooms, a light-filled living room, separate laundry and bathroom with wrap around decks to continually draw you back to the exceptional natural beauty of your environment.

473C Tuateawa Road Coromandel

Price: Enquiries Over \$745,000
Land Area: 6,891m²
Floor Area: 85m²

View Online:

<https://www.trinityrealestate.co.nz/property/coastal-comfort/>

Open Homes:

Contact Rob for viewing times



Rob Keatley
REAL ESTATE CONSULTANT

M: 0275 777 424
E: rob.keatley@trinitynetwork.co.nz
W: www.trinityrealestate.co.nz

Vendor Transparency Document

Address: 473C Tuatēawa Road, Coromandel

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

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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No



Vendor Transparency Document

Additional Information Provided by the Vendor:

Has the Vendor completed a Healthy Homes Assessment if tenanted? Yes No

Does the property have a Healthy Homes Certificate? Yes No NA

Are there any retaining walls on the property? Yes No

Has a Code of Compliance Certificate been issued Yes No NA

Is this a legal Home and Income? Yes No

Has a Code of Compliance Certificate been issued? Yes No NA

Is there a wood burner or other fire appliance? Yes No

Has a Code of Compliance Certificate been issued? Yes No NA

Is the property insulated? No Under Floor Walls Roof

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

1) Provided by vendor Yes No NA _____

2) Sited by the agent Yes No NA _____

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

Is any other information provided by the Vendor?

Vendor: Sign: [Signature] Print Name: Daryl Robert Hopkinson Date: 16/3/24

Vendor: Sign: [Signature] Print Name: Karen Ann Ichikawa Date: 16/3/24

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

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

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

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





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

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




R.W. Muir
Registrar-General
of Land

Identifier SA62B/81
Land Registration District South Auckland
Date Issued 25 February 1998

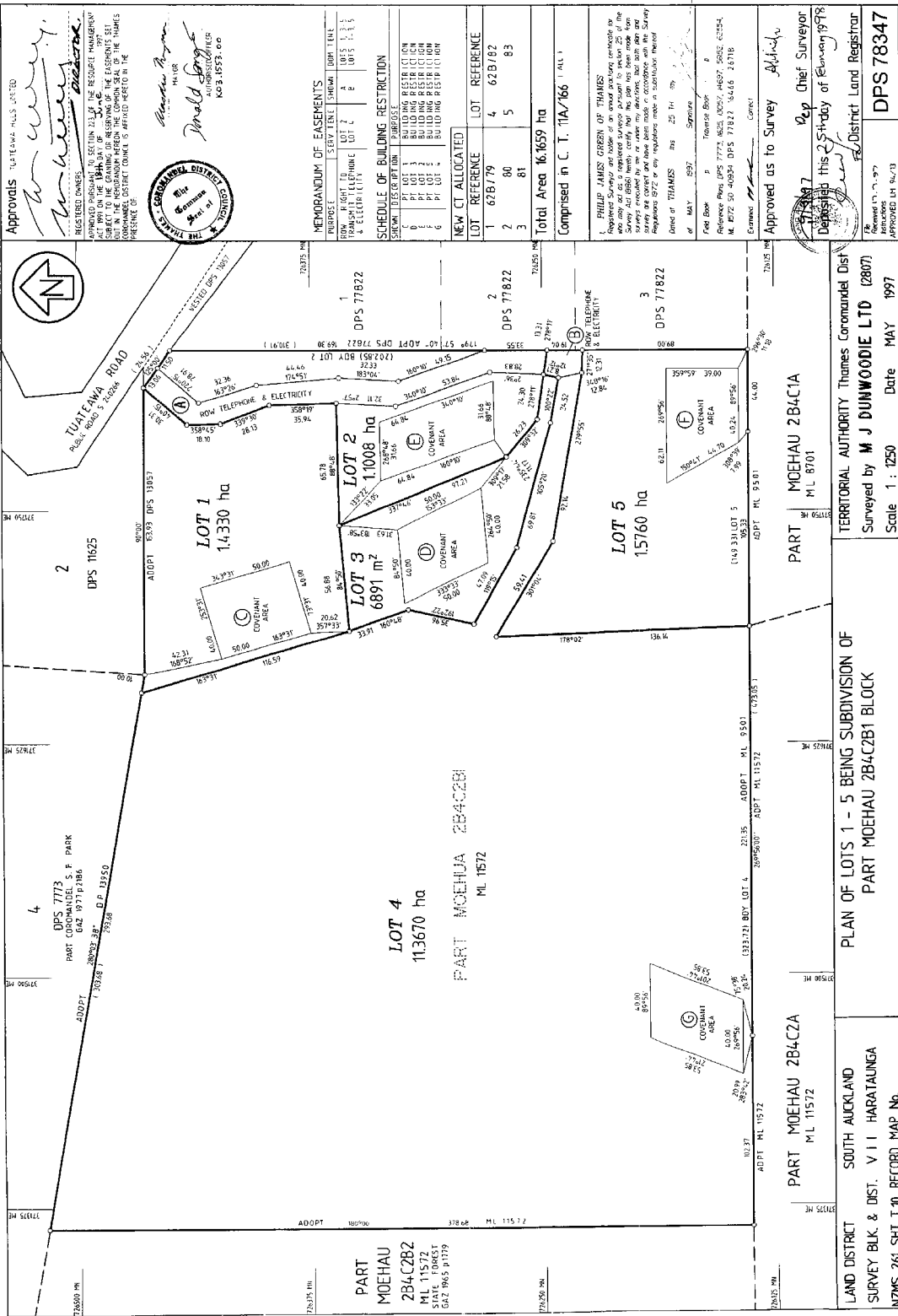
Prior References
SA11A/166

Estate Fee Simple
Area 6891 square metres more or less
Legal Description Lot 3 Deposited Plan South Auckland
78347

Registered Owners
Daryl Robert Hopkinson and Karen Ann Ichikawa

Interests

B465122.2 Consent Notice pursuant to Section 221 (1) Resource Management Act 1991 - 12.2.1998 at 3.24 pm
Appurtenant hereto are rights of way and telephone and electricity rights specified in Easement Certificate B467142.2 - 25.2.1998 at 9.37 am
The easements specified in Easement Certificate B467142.2 are subject to Section 243 (a) Resource Management Act 1991
B473087.1 Encumbrance to The Thames-Coromandel District Council - 27.3.1998 at 3.23 pm
11947716.3 Mortgage to ANZ Bank New Zealand Limited - 3.12.2020 at 4:19 pm



10 MAR 1998



B465122.2
CONO

THAMES COROMANDEL DISTRICT COUNCIL

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

IN THE MATTER of Deposited Plan S.78347

AND

**IN THE MATTER of Subdivision Consent of Plan S.78347
pursuant to sections 105, 220 and 221 of
the Resource Management Act 1991**

Pursuant to Sections 221 (1) of the Resource Management Act 1991 the Thames Coromandel District Council by resolution passed on the^{31st} day of^{July} 199⁸ imposed the following condition on the subdivision consent for Deposited Plan S.78347.

1. Only one house is permitted on each lot.
2. Each house is subject to the standards listed in the District Plan in Rule 412.13, or its successors in a new District Plan.
3. No further subdivision of Lots 1, 2 or 3 is permitted.
4. An encumbrance is to be registered against (each of) the Certificate(s) of Title to issue in respect of Lots 1 - 5 as follows:

An annual rental of \$2,000.00 cumulative to a maximum \$48,000.00 is payable to the Thames Coromandel District Council in respect of the native bush within each lot. This rental will be waived by the Thames Coromandel District Council provided that the native bush is protected to the Council's satisfaction.
5. Houses constructed within this land are to have foundations constructed in the manner set out in the report by Grant Crook Consulting Engineers Limited, numbered 946, and dated 27 March 1996, or to a similar standard as approved by Council's Building Advisory Officer.
6. Resource consent applications are required for the proposed felling of any native forest within each lot, for the house sites.

DATED this^{22nd} day of^{January} 199⁸.....


.....
Authorised Officer

13.24 12.FEB98 B 465122.2



DEPARTMENT OF LANDS
LAND REGISTRATION
ASST LAND REGISTRAR



B473087.1 ENC

IN THE MATTER of the Land Transfer
Act 1952

AND

IN THE MATTER of Lots 1, 2, 3, 4
and 5 on Deposited Plan S.78347

MEMORANDUM OF ENCUMBRANCE

SUMMARY OF TERMS OF ENCUMBRANCE AND COVENANT:

- (i) The Encumbrancer is required, as a condition of subdivision consent, to take certain steps to protect the bush on the land.
- (ii) If the Encumbrancer fails to take the required steps to protect the bush, an annual payment will become due to the Council. This provides an incentive to take the required steps, and provides a penalty if those steps are not taken.
- (iii) If the required steps are taken by the Encumbrancer, no penalty or other payment will become due under this encumbrance and covenant.

WHEREAS:

- A. TUATEAWA HILLS LIMITED ("the Encumbrancers") are registered as proprietors of an estate in fee simple in all the land in Certificates of Title Volume 62B Folio 79, Volume 62B Folio 80, Volume 62B Folio 81, Volume 62B Folio 82 and Volume 62B Folio 83 (South Auckland Registry) ("the Land").
- B. The Encumbrancers wish to render the said land available for the purposes of securing to and for the benefit of THE THAMES-COROMANDEL DISTRICT COUNCIL a body corporate under the Local Government Act 1974 ("the Council") the covenants of the owners contained in the schedule hereto by way of rent charge hereinafter mentioned.



NOW THIS MEMORANDUM WITNESSES THAT:

1. That the Encumbrancers HEREBY ENCUMBER each of the parcels of land contained in the said titles for the benefit of the Council forever with the annual rent of TWO THOUSAND DOLLARS (\$2000.00) for each parcel of land to be raised and paid at the times and in the manner following that is to say in one annual sum on the 1st day of July in each year during the currency hereof commencing with a payment on the 1st day of July 1998 PROVIDED ALWAYS that if during the period of twelve (12) months immediately preceding any such payment date there has been no breach by the Encumbrancers (in respect of any parcel of land) of any of the obligations, covenants or agreements of the Deed of Covenant a copy of which is set out in the Second Schedule hereto then the annual rent charge of TWO THOUSAND DOLLARS (\$2000.00) or the accumulated sum payable hereunder on such payment date in respect of that such parcel of land shall be deemed to have been paid and the Encumbrancers shall be entitled to an acknowledgement from the Council to that effect PROVIDED FURTHER HOWEVER that the rent charge payable by the Encumbrancer if not collected in any one year shall increase by the sum of \$2000.00 each year against each parcel of land until the rent charge has reached the sum of \$48000.00 for each parcel of land and then the accumulation shall cease AND PROVIDED FURTHER that this Memorandum of Discharge thereof executed under the Common Seal of the Council against either parcel of land.

2. Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent charger or encumbrance);
 - (a) The Council shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and

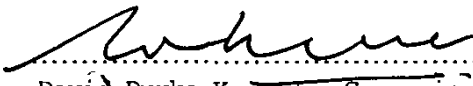


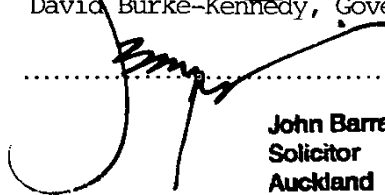
(b) No covenant on the part of the encumbrancers and their successors in title share implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

3. The Encumbrancers will pay the costs and disbursements of and incidental to the preparation, stamping and registration of this Encumbrance.

IN WITNESS WHEREOF this Memorandum of Encumbrance has been executed on the 10th day of MARCH 1998

SIGNED for and on behalf of)
TUATEAWA HILLS LIMITED)
as Encumbrancer in the presence)
of:)

 Director
David Burke-Kennedy, Governing Director

 Director
John Barratt - Boyes
Solicitor
Auckland

~~**THE FIRST SCHEDULE**~~



~~Estate in fee simple in all the land in Certificates of Title Volume Folio,
Volume Folio, Volume Folio, Volume Folio
and Volume Folio (South Auckland Registry).~~



THE ~~SECOND~~ SCHEDULE

THIS DEED is made the *10th* day of *MARCH* *1998*

BETWEEN: TUATEAWA HILLS LIMITED ("the Owners") of the one part;
AND: THE THAMES-COROMANDEL DISTRICT COUNCIL a body corporate under the Local Government Act 1974 ("the Council") of the other part.

WHEREAS:

- A. TUATEAWA HILLS LIMITED are the Registered Proprietors of an estate in fee simple in all that parcel of land situated in the Land Registration District of South Auckland and being all the land comprised and described in Certificate of title Volume 11A Folio 166 ("the land").
- B. THE OWNERS wish to subdivide the land in the manner shown on the Scheme Plan lodged with the Council and the subdivision was completed and is now shown on Deposited Plan S.
- C. The Council (within whose jurisdiction the land is situated) approved the said Scheme Plan subject (inter alia) to a condition pursuant to the provisions of Section 279 of the Local Government Act 1974 that THE OWNERS enter into this Deed for the purposes of ensuring the retention of all the indigenous vegetation on the subdivided lots as follows:
- On all that part of:-
- (a) Lot 1 marked Covenant Area "C"
 - (b) Lot 2 marked Covenant Area "E"
 - (c) Lot 3 marked Covenant Area "D"
 - (d) Lot 4 marked Covenant Area "G"
 - (e) Lot 5 marked Covenant Area "F"

DRK

NOW THEREFORE THIS DEED WITNESSES that in consideration of the Council's approval of the said Scheme Plan of Subdivision and in compliance with the above recited term of the conditions of approval stipulated by the Council the Owners HEREBY COVENANT AND AGREE with the Council as follows:

1. The Owners shall execute in favour of the Council a Memorandum of Encumbrance affecting those Covenant Areas of Lots 1, 2, 3, 4 and 5 as previously mentioned in paragraph 3C above to secure the performance of the Covenants hereof such Memorandum to be prepared by the Council's solicitors as the cost in all things of the Owners.

2. The Owner shall:
 - (a) At all times hereafter CARRY OUT AND DO SUCH WORK (if any) as shall be necessary upon and around and manage in a husbandlike manner all those parts of "the Covenant Areas" to preserve all the indigenous species including emergent understorey associations. The Council requires the owner to apply to Council to obtain a resource consent as a discretionary activity in regard to the area to be cleared for a house site and the access to the house site if this requires the felling of any area of indigenous forest.

 - (b) EXCEPT AS abovementioned NOT IN ANY WAY CLEAR any such growth or any plant tree or shrub growing marked in the Covenant Areas as shown on the attached plan whether by cutting, trimming, felling, grubbing out or removal in any way whatsoever.

 - (c)
 - (i) Will in the event of loss or destruction of existing growth thereon as a result of any wilful act on the part of the Owners in breach of the Covenants herein contained replace, nurture and maintain appropriate replacement planting of a nature and kind approved by Council.

 - (ii) Will in the event of loss or destruction of existing growth thereon, other than by the wilful act of the Owners in

OK

breach of the Covenants herein contained, encourage and permit the natural regeneration and regrowth to occur and to become established and thereafter permit the same to remain within the covenanted area.

- (d) NOT TO CAUSE PERMIT OR SUFFER the entry of any domestic stock or of any person other than the owner and the invitees on the Covenanted areas.
- (e) ERECT AND MAINTAIN in good and stockproof condition such fences on the boundaries of all the Covenant areas and the boundaries of any necessary access strips over any such areas as may be necessary to promote and ensure the continued and unimpeded growth of indigenous vegetation on the Covenanted areas.
- (f) NOT CAUSE PERMIT OR SUFFER to be lit any fire within any of the Covenanted Areas or on any adjacent land owned or occupied by the Owner or under his control when there may be a risk of fire spreading into any of the Covenanted areas.
- (g) PERMIT THE INSPECTORS or other officers or staff of the Council to enter at any reasonable time upon the Covenant areas or any part thereof and upon any adjacent or nearby lands in which the Owners have any interest so as to ascertain whether the covenants herein are being complied with.
- (h) NOT PERMIT any change in the character of the topography of any part of the Covenant areas.
- (i) NOT WITHOUT THE COUNCIL'S PRIOR WRITTEN APPROVAL PERMIT the replacement or erection of any poles structures or hoarding on the Covenant areas or any part thereof nor the laying or placing of any pipes or cables under the surface thereof.



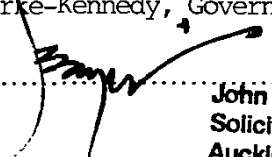
- 3. The Covenants herein shall be enforceable only against the Registered Proprietors of the land or any part thereof (and not otherwise against the Owners or their successors).
- 4. The said Memorandum of Encumbrance shall be prepared by the Council's solicitors at the cost in all things of the Owners.

IN WITNESS WHEREOF this Deed has been executed this
1998

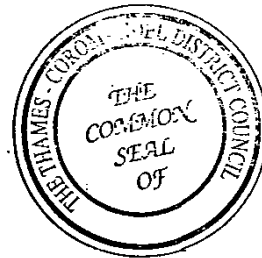
10th day of MARCH


SIGNED for and on behalf of)
TUATEAWA HILLS LIMITED)
in the presence of:)


.....Director
David Burke-Kennedy, Governing Director


.....~~Director~~
John Barratt - Boyss
Solicitor
Auckland

THE COMMON SEAL of THE)
THAMES-COROMANDEL)
DISTRICT COUNCIL)
was hereunto affixed in the)
presence of:)




.....Councillor


.....Chief Executive

DATED

1998

BETWEEN TUATEAWA HILLS LIMITED
THE ENCUMBRANCERS

A N D THE THAMES-COROMANDEL
DISTRICT COUNCIL
THE COUNCIL

MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of
the Land Transfer Act 1952

R Randall

Solicitor for the Council

MILLER POULGR
SOLICITORS
CORNER SEALEY & MACK

THAMES
R RANDALL



REGISTER

PARTICULARS OF THE
LAND REGISTERED

13.23 27.MAR98 B 473087-1

Title & Further Information

Address: 473c Tuatewa Road, Coromandel

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.



Title & Further Information

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.

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

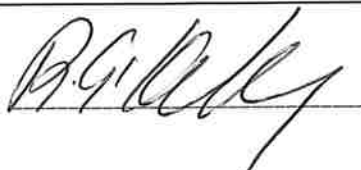
Additional interests may not be common interests on a title and the salesperson may not be familiar with the implications of these interests. These interests are noted below and it is highly recommended to seek further legal/technical advice.

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.

B473087 Encumbrence to TCDC 1998

Listing Agent: Sign:



Print Name:

Rob Keatley

Date:

17-3-24



Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

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

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

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at [rea.govt.nz](https://www.rea.govt.nz).

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

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

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

Remember...

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

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

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



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

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

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

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

Pre-settlement inspection

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

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

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

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

Buying a tenanted property

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

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

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

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

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

About settled.govt.nz



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

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

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



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

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

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

What we do

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

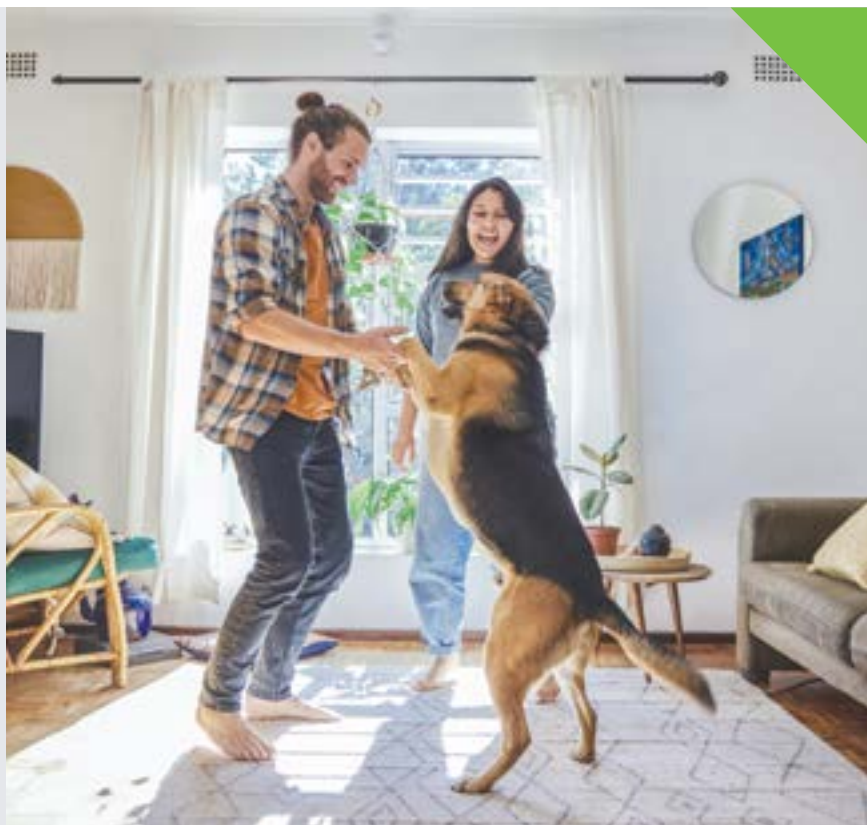
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

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

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

For more information

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



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