



HELEN POWELL + MIKE SCOTT

above and beyond



174A Cames Road Mangawhai

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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.



HELEN POWELL + MIKE SCOTT

above and beyond



Private, Peaceful with Panoramic Views

This north facing, 2.9 acres (approx) bush block is private and peaceful set amongst magnificent native trees, delightful birdsong, and awe-inspiring water and island views. Tucked away from the road, the property offers a sense of seclusion and is sheltered from sou-westerlies. You have a choice of building platforms and with no building covenants you can design and build your unparalleled dream home.

Despite the idyllic tranquility, convenience is not compromised as the property is located approx 10 mins from the Te Arai beaches, and Mangawhai with its cafes, services, shops, golf courses and family fun and only about 90mins to Auckland.

To start your new adventure call Helen Powell or Mike Scott now.

**174A Cames Road
Mangawhai**

Price:

Asking Price \$749,000

Land Area:

11,861m²

View Online:

www.trinityrealestate.co.nz/property/174a-cames-road-mangawhai

Open Homes:

Please call for viewing times



PROPERTY MARKETING, NEGOTIATION AND CONSULTATION

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Address: 174A Cames Road, Mangawhai

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 TRANSFER DOCUMENT



TRINITY
NETWORK
REAL ESTATE

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)?

N/A

Is any other information provided by the Vendor?

Vendor: Sign: [Signature] Print Name: John Fraser Date: 1/7/23

Vendor: Sign: [Signature] Print Name: Geoff Sawyer Date: 1/7/23

Vendor: Sign: [Signature] Print Name: _____ Date: _____

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

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

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

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

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

Title & Further Information

Address: _____

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.

Listing Agent: Sign:  Print Name: _____ Date: _____





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

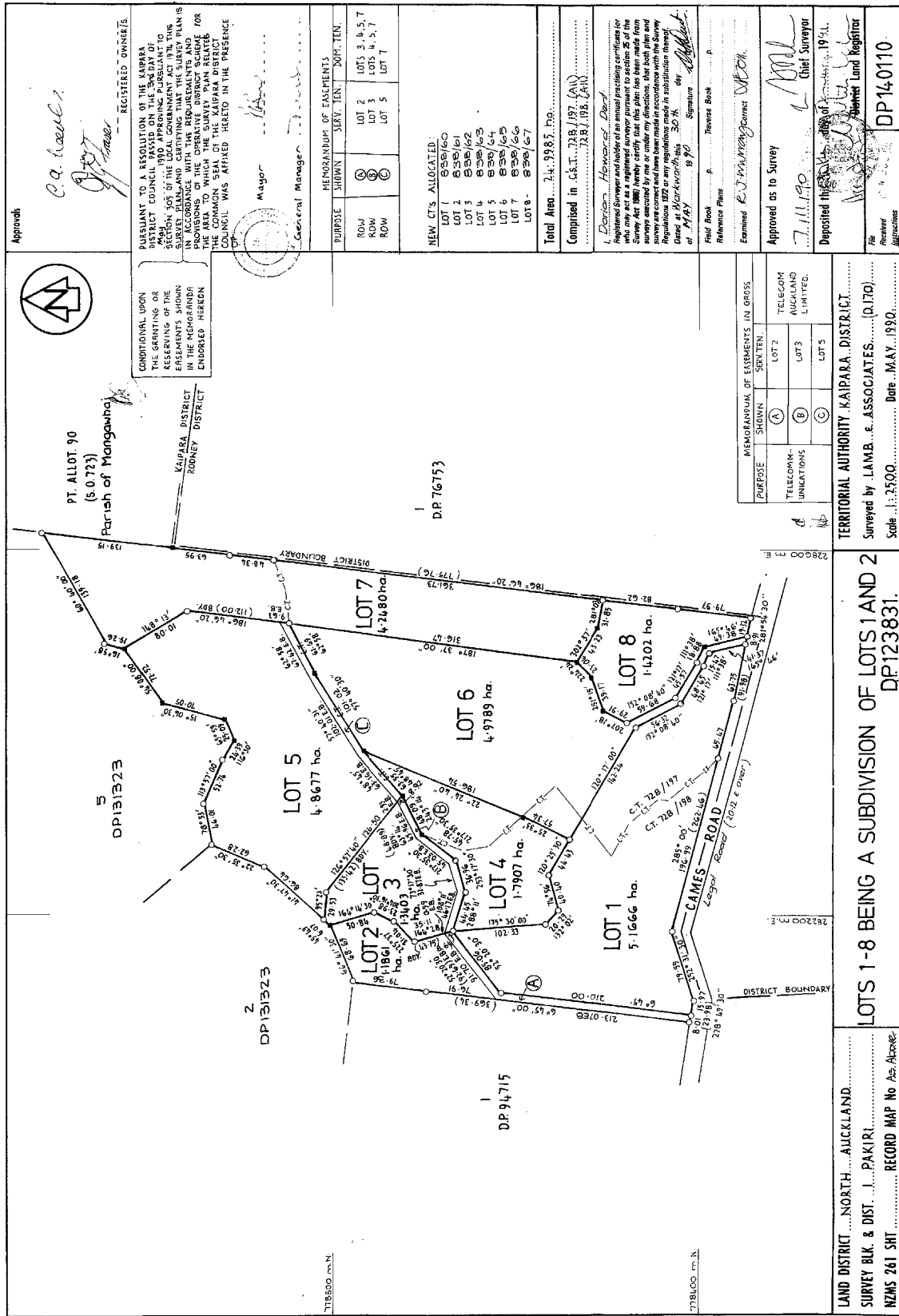
Identifier **NA83B/62**
Land Registration District **North Auckland**
Date Issued 30 January 1991

Prior References
NA72B/198

Estate Fee Simple
Area 1.3403 hectares more or less
Legal Description Lot 3 Deposited Plan 140110
Registered Owners
John Gibson Fraser

Interests

C233434.3 Resolution pursuant to Section 321(3) (c) Local Government Act 1974 - 30.1.1991 at 2.10 pm
Appurtenant hereto is a right of way specified in Easement Certificate C233434.5 - 30.1.1991 at 2.10 pm
Subject to a right of way over part marked B on DP 140110 specified in Easement Certificate C233434.5 - 30.1.1991 at 2.10 pm
The easements specified in Easement Certificate C233434.5 are subject to Section 309 (1) (a) Local Government Act 1974
C233434.6 Bond pursuant to Part xx Local Government Act 1974 - 30.1.1991 at 2.10 pm
Subject to a telecommunications right (in gross) over part marked B on DP 140110 in favour of Telecom Auckland Limited created by Transfer C233434.7 - 30.1.1991 at 2.10 pm
The easements created by Transfer C233434.7 are subject to Section 309 (1) (a) Local Government Act 1974
Land Covenant in Easement Instrument 9041674.2 - 20.6.2012 at 1:00 pm
Subject to a right to convey electricity over part marked B on DP 140110 created by Easement Instrument 9041674.3 - 20.6.2012 at 1:00 pm
Appurtenant hereto is a right to convey electricity created by Easement Instrument 9041674.3 - 20.6.2012 at 1:00 pm
Subject to a right to convey electricity in gross over part marked B on DP 454695 in favour of Vector Limited created by Easement Instrument 9041674.4 - 20.6.2012 at 1:00 pm



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

CENTIMETRES

8 FEB 1991

W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

View Instrument Details



Instrument No 9041674.2
Status Registered
Date & Time Lodged 20 June 2012 13:00
Lodged By Harris, Sarah Ann
Instrument Type Easement Instrument



Affected Computer Registers	Land District
NA83B/61	North Auckland
NA83B/62	North Auckland
NA83B/63	North Auckland
NA83B/64	North Auckland
NA83B/66	North Auckland

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Caveator under Caveat 9005995.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒
- I certify that the Mortgagee under Mortgage C233434.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by Geoffrey Malcolm Bilkey as Grantor Representative on 18/06/2012 12:29 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Geoffrey Malcolm Bilkey as Grantee Representative on 18/06/2012 12:30 PM

*** End of Report ***

Form B

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

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

Grantor

Geoffrey Wilkinson Sawyer, John Gibson Fraser, Christopher Andrew Leeves

Grantee

Geoffrey Wilkinson Sawyer, John Gibson Fraser, Christopher Andrew Leeves

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant – Schedule B	-	Lot 7 DP140110 – NA83B/61	Lot 2 DP140110 – NA83B/61 Lot 3 DP140110 – NA83B/62 Lot 4 DP140110 – NA83B/63 Lot 5 DP140110 – NA83B/64
Land Covenant – Schedule C	-	Lot 5 DP140110 – NA83B/64	Lot 2 DP140110 – NA83B/61 Lot 3 DP140110 – NA83B/62 Lot 4 DP140110 – NA83B/63 Lot 7 DP140110 – NA83B/61

Schedule A (continued)

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant – Schedule D	-	Lot 3 DP140110 – NA83B/62	Lot 2 DP140110 – NA83B/61 Lot 4 DP140110 – NA83B/63 Lot 5 DP140110 – NA83B/64 Lot 7 DP140110 – NA83B/61
Land Covenant – Schedule E		Lot 2 DP140110 – NA83B/61 Lot 3 DP140110 – NA83B/62 Lot 4 DP140110 – NA83B/63 Lot 5 DP140110 – NA83B/64 Lot 7 DP140110 – NA83B/61	Lot 2 DP140110 – NA83B/61 Lot 3 DP140110 – NA83B/62 Lot 4 DP140110 – NA83B/63 Lot 5 DP140110 – NA83B/64 Lot 7 DP140110 – NA83B/61

Form B - continued

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

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

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

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule

Covenant provisions

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

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

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

[Annexure Schedule]

Form L

Annexure Schedule

Page 4 of 6 Pages

Insert instrument type

Easement instrument

The Grantor, so as to bind the servient tenement for the benefit of the dominant tenement hereby covenants and agrees with the Grantees that:

SCHEDULE B

The Grantor will not:

1. Permit any trees, shrubs or plants (including shelter belts)
2. Deposit any soil, sand or organic material
3. Store or place any equipment or vehicle
4. Allow any object or thing whatsoever (other than light and air and a primary dwelling)

on the servient tenement that exceeds a horizontal plane at a height of 8 metres above the natural ground measured from the ground level (as at the date of registration of this instrument) at its highest point along the boundary between Lots 5 and 7 DP140110.

SCHEDULE C

The Grantor will not:

1. Permit any trees, shrubs or plants (including shelter belts)
2. Deposit any soil, sand or organic material
3. Store or place any equipment or vehicle
4. Allow any object or thing whatsoever (other than light and air)

on the servient tenement that exceeds a horizontal plane at a height of 8 metres above the natural ground measured from the ground level (as at the date of registration of this instrument) at its highest point 55 metres along the boundary between Lots 3 and 5 DP140110 starting at the south-east end of that boundary.

The Grantor will trim and maintain any shelter belt located on the servient tenement or its boundary and remove all debris, trimmings, prunings and toppings leaving the same in a clean and tidy condition.

Form L

Annexure Schedule

Page 5 of 6 Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***SCHEDULE D**

The Grantor will not:

1. Permit any trees, shrubs or plants (including shelter belts)
2. Deposit any soil, sand or organic material
3. Store or place any equipment or vehicle
4. Allow any object or thing whatsoever (other than light and air)

on the servient tenement that exceeds a horizontal plane at a height of 4.5 metres above the natural ground measured from the ground level (as at the date of registration of this instrument) at its highest point along the boundary between Lots 3 and 4 DP140110.

The Grantor will trim and maintain any shelter belt located on the servient tenement or its boundary and remove all debris, trimmings, prunings and toppings leaving the same in a clean and tidy condition.

SCHEDULE E

The Grantor will not:

1. Plant, or allow to grow, any exotic plants or trees within 5 metres of any boundary.
2. Erect or place (or permit to be erected or placed) on the servient tenement any dwelling or building which exceeds a maximum height of 8 metres above the natural ground level measured from the highest point on the approved building site.
3. Erect or place (or permit to be erected or placed) on the servient tenement any dwelling or building other than a new residential home or new ancillary building or relocatable home. No temporary building or structure shall be erected on the servient tenement except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the servient tenement upon completion of the work.
4. Allow any caravan to be used on the servient tenement as a dwelling or temporary dwelling for a period exceeding 2 years.

Form L

Annexure Schedule

Page 6 of 6 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

In relation to all the covenants set out in this instrument:

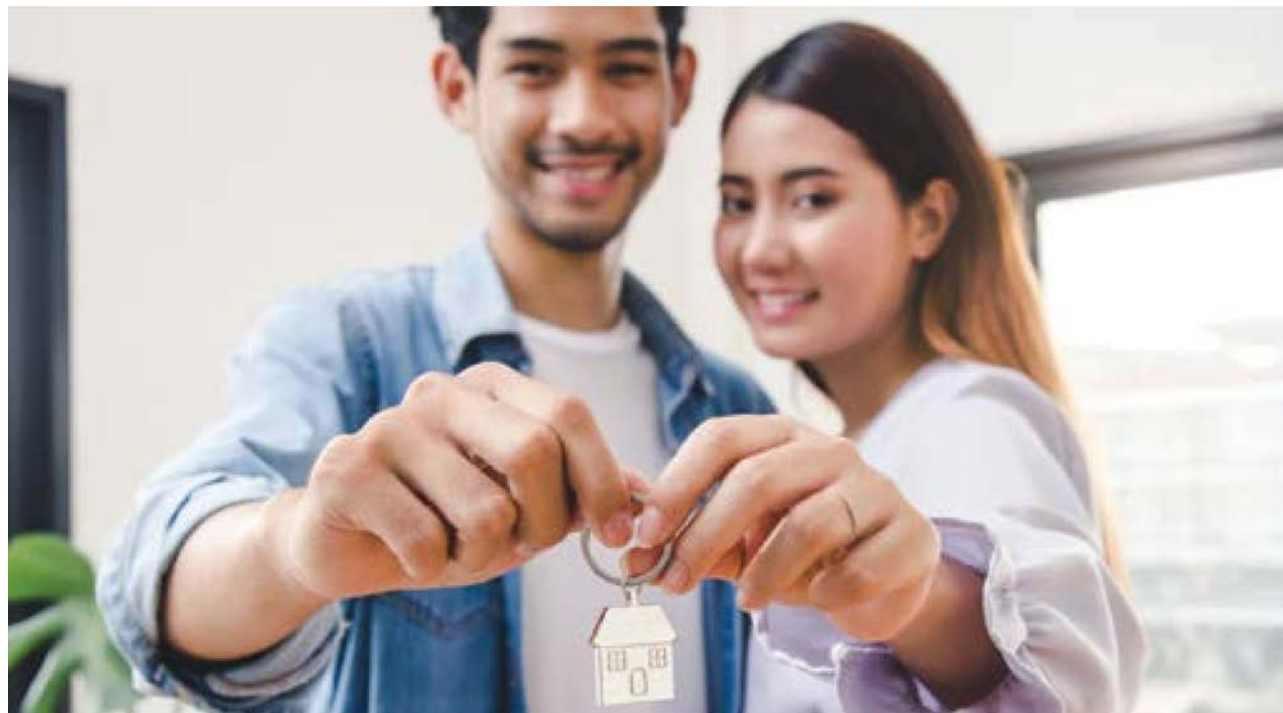
1. The Grantor, without prejudice to any other liability the Grantor may have to the Grantee or any person having the benefit of the within covenants and restrictions, shall breach any of the covenants contained herein then the Grantor shall upon written demand, being made by the Grantee or the Grantee's Solicitor a) pay to the Grantee the sum of \$100.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and take all steps as are required to ensure that the non-compliance with covenants specified in the notice ceases immediately.
2. If a dispute in relation to any covenant arises between parties who have a registered interest under the covenant:
 - (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties)---
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society (being the New Zealand Law Society that has its headquarters closest to the land).

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 and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the 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.

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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