



# Schrader

REAL ESTATE



## 858A East Coast Road Pinehill

**Leon Schrader**

BLUEPRINTS, BONES & BEAUTIFUL HOMES

📞 027 278 8763

✉️ [leon@schrader.co.nz](mailto:leon@schrader.co.nz)

The documents provided in this information pack are review copies only, many provided by third parties and may not be current or complete. The records and reports are subject to update at any time. The information contained is therefore only being provided for basic introductory purposes and should not be relied upon by purchasers. Purchasers are encouraged to obtain their own copies of any records and seek independent legal and professional advice.



## Modern Living Redefined – Brand-New Stand-Alone

Discover a low-maintenance, sophisticated lifestyle in these new, stand-alone homes, designed for luxury and convenience. Nestled in a picturesque neighborhood, each home offers freehold titles with no body corp fees.

### Key Features:

- ✓ Spacious Layouts – 4 bedrooms , 3 bathrooms (incl. 2 en-suites)  
The downstairs room, is perfect for a boarder, or teenagers.
- ✓ Contemporary Design – Sleek, modern architecture with seamless indoor-outdoor flow.
- ✓ Light-Filled Interiors – Large windows for an airy, sunlit ambiance.
- ✓ Gourmet Kitchens – High-end appliances, ample storage, and stylish finishes.
- ✓ Prime Location – Across from Northcross Intermediate & Sherwood School, minutes from Albany Mega Centre.

Don't miss this incredible opportunity! Contact us today to schedule a private viewing.

**Land Area:** 188m<sup>2</sup>

**Floor Area:** 201m<sup>2</sup>

### View Online:

<https://schrader.co.nz/property/858a-east-coast-road-pinehill/>

### Open Homes:

Contact us for viewing times

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# Vendor Transparency Document

Address: \_\_\_\_\_

**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: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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.





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 1174323  
**Land Registration District** North Auckland  
**Date Issued** 27 November 2024

**Prior References**  
NA1518/77

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**Estate** Fee Simple  
**Area** 188 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 602015  
**Registered Owners**  
Fortune Tree Property Investment Limited

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**Interests**

13172813.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.11.2024 at 10:47 am  
Subject to a right (in gross) to convey telecommunications over part marked A on DP 602015 in favour of Chorus New Zealand Limited created by Easement Instrument 13172813.4 - 27.11.2024 at 10:47 am  
Subject to a right of way and a right to convey electricity and telecommunications over part marked A and a right to convey water and gas over part marked A and SE all on DP 602015 created by Easement Instrument 13172813.5 - 27.11.2024 at 10:47 am  
Appurtenant hereto is a right of way created by Easement Instrument 13172813.5 - 27.11.2024 at 10:47 am  
The easements created by Easement Instrument 13172813.5 are subject to Section 243 (a) Resource Management Act 1991





# Title Plan - LT 602015

**BARFOOT & THOMPSON DISCLAIMER**  
 This document has been obtained on behalf of the client and is made available to customers for general information purposes only. Neither Barfoot & Thompson nor their client warrant the accuracy, completeness or currency of this document nor do they accept liability for any errors or omissions in this document. All customers should obtain and rely on their own documents and legal advice.

**Survey Number** LT 602015  
**Surveyor Reference** G3559  
**Surveyor** Zhenchao Lin  
**Survey Firm** Lim Surveyors Ltd (Auckland)  
**Surveyor Declaration**

**Survey Details**

**Dataset Description** LOTS 1 - 5 BEING A SUBDIVISION OF LOT 20 DP 40450  
**Status** Initiated  
**Land District** North Auckland **Survey Class** Class A  
**Submitted Date** **Survey Approval Date**  
**Deposit Date**

**Territorial Authorities**

Auckland Council

**Comprised In**

RT NA1518/77

**Created Parcels**

Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 602015	Fee Simple Title	0.0188 Ha	1174323
Lot 2 Deposited Plan 602015	Fee Simple Title	0.0143 Ha	1174324
Lot 3 Deposited Plan 602015	Fee Simple Title	0.0143 Ha	1174325
Lot 4 Deposited Plan 602015	Fee Simple Title	0.0146 Ha	1174326
Lot 5 Deposited Plan 602015	Fee Simple Title	0.0188 Ha	1174327
Area A Deposited Plan 602015	Easement		
Area B Deposited Plan 602015	Easement		
Area C Deposited Plan 602015	Easement		
Area D Deposited Plan 602015	Easement		
Area E Deposited Plan 602015	Easement		
Area F Deposited Plan 602015	Easement		
<b>Total Area</b>		<b>0.0808 Ha</b>	

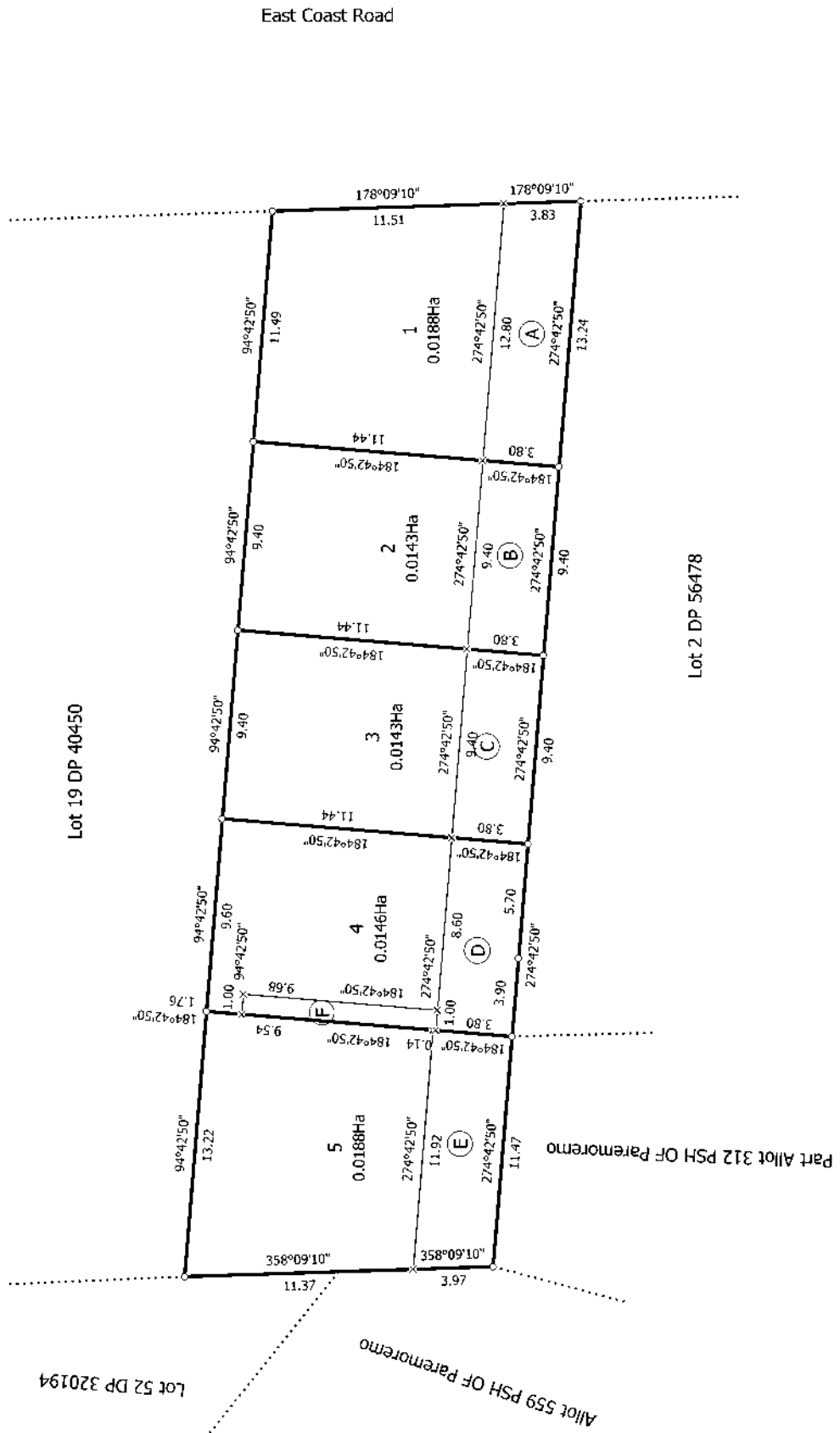
<b>MEMORANDUM OF EASEMENTS</b>			
<b>PURPOSE</b>	<b>SHOWN</b>	<b>SERVIENT TENEMENT (BURDENED LAND)</b>	<b>DOMINANT TENEMENT (BENEFITED LAND)</b>
RIGHT OF WAY RIGHT TO CONVEY ELECTRICITY, TELECOMMUNICATIONS & CONVEY WATER & GAS	A	LOT 1 HEREON	LOTS 2 – 5 HEREON
	B	LOT 2 HEREON	LOTS 3 – 5 HEREON
	C	LOT 3 HEREON	LOTS 1, 2, 4, 5 HEREON
	D	LOT 4 HEREON	LOTS 1, 2, 3, 5 HEREON
RIGHT OF WAY	B	LOT 2 HEREON	LOT 1 HEREON
RIGHT TO CONVEY WATER	E	LOT 5 HEREON	LOTS 1 – 4 HEREON
BUILDING MAINTENANCE OVERHANGING EAVES	F	LOT 4 HEREON	LOT 5 HEREON

<b>SCHEDULE OF EASEMENTS IN GROSS</b>			
<b>PURPOSE</b>	<b>SHOWN</b>	<b>SERVIENT TENEMENT (BURDENED LAND)</b>	<b>GRANTEE</b>
RIGHT TO CONVEY TELECOMMUNICATIONS	A	LOT 1 HEREON	CHORUS NEW ZEALAND LTD
	B	LOT 2 HEREON	
	C	LOT 3 HEREON	
	D	LOT 4 HEREON	





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# Buying or selling your property?

**REA**  
REAL ESTATE AUTHORITY  
TE MANA PAPAWHENUA

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New Zealand Residential Property  
Sale and Purchase Agreement Guide





## This guide tells you...

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what a sale and purchase agreement is

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what's in a sale and purchase agreement

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what happens after you sign the sale and purchase agreement

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what happens if you have a problem

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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

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- 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

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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

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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

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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

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### 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)

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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.