



13A Nottingham Ave Halswell

Debbie Yu

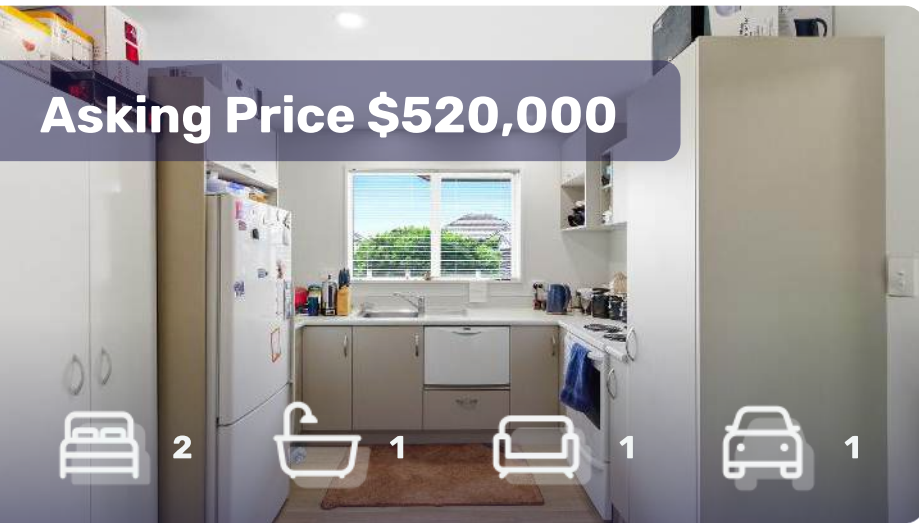
Real Estate Strategist

022 019 1754

email debbie@changeagents.co.nz

web changeagents.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.



Asking Price \$520,000



Easy Living for Over 60's

Set on Nottingham Avenue, this well-presented over 60's unit enjoys a great position with a park at the end of the street, nearby reserves, and the supermarket, medical centre and library all within easy reach. With excellent amenities, green spaces and transport links close by, this is a location that makes everyday living easy.

The low-maintenance brick and iron home is light, warm and comfortable, featuring double glazing, good insulation and a heat pump. Inside, you'll find generous bedrooms and easy open-plan living. An easy-care garden and single internal-access garage complete the package. As the front unit, it offers an open outlook and a welcoming feel.

If you're looking for bright, modern over-60s living, this home is well worth your time. Come along to the open home and see for yourself what makes this property such a great option.

Source: Please be aware that this information may have been sourced from third parties and we have not been able to independently verify the accuracy of the same. Land and Floor area measurements are approximate and boundary lines are indicative only. We highly recommend you to complete your own research and seek independent legal and/or technical advice.

Floor Area: 86m²
Rates: \$3173
CV: \$500000

View Online:

<https://changeagents.co.nz/property/easy-living-for-over-60s/>

Open Homes:

Contact Debbie for viewing times

Debbie Yu

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web changeagents.co.nz

Vendor Transparency Document

Address: 13A Nottingham Ave, Halswell

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.

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 Licensee 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 Licensee may be noted at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included as an appendix 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, duct 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?

headboard light in the bedroom by driveway is not working

☒ 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)?

N/A

Is any other information provided by the Vendor or the Licensee (eg Title, District Plan, LIM Disclosures)

N/A

✓ Vendor: Sign: [Signature] Print Name: Rebecca Elizabeth Sinclair Date: 19/01/2026

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

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

IMPORTANT NOTE FOR PURCHASERS: Any Consents and Compliance Certificates or Reports that have been made available to the Licensee 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 Licensee). 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 and the Licensee may not have specialist knowledge or expertise to comment on aspects of the property. As such, this document is not represented as including everything that a purchaser 'should' be aware of. 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.



Understanding Your Title

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.

Easements

An easement is the granting or benefit of rights in land that do not include possession. Usually easements allow one party to cross another party's land for a particular purpose, such as rights of way, rights to convey water, gas, electricity or telecommunications, or rights to drain stormwater or sewage. The location of such easements will usually be shown on the plan of the property attached to the certificate of title. "Subject to" means the property gives the benefit to another property. "Appurtenant hereto" means the property has the benefit of the easement.

Easements are not always for the benefit of neighbouring land. An easement in gross has no beneficiary. It is usually in the form of a grant to a territorial authority, or a utility company such as Spark or Vector. The territorial authority or utility company will have the right to access the land for maintenance work.

It must be noted that some easements, such as old drainage easements, may not be recorded on the certificate of title, but will usually appear on district plan maps. There are also a number of "universal" easements, such as those protecting against the undermining of a neighbour's property through excavation. These are common law easements, and not normally registered on the title. May affect use of the property so it is highly recommended to investigate further and seek legal advice.

The easements created by Easement Instrument.... are subject to Section 243 (a) Resource Management Act 1991

The reference s243(a) of the Resource Management Act 1991 simply means that the easement created under easement instrumentcannot be surrendered by the owner of the title without prior consent of the council.

Resource Management Act 241(2)

Refers to details in the RMA section 241(2) likely in relation to the subdivision of the property.

Consent Notice pursuant to Section 221 Resource Management Act 1991

A consent notice registered against the Title gives notice of the conditions of the subdivision consent under which the land was subdivided which bind the owners going forward. This may affect your use of the property so it is highly recommended to seek further legal advice and view any relevant documentation.

Lease of Flat 1 & 2

Relate to the cross lease of the property. This may affect your use of the property so it is highly recommended to view memorandum of lease for further details and to seek further legal advice.

Fencing Covenant

Fencing covenants are used by subdividers and developers to enable them to avoid their contribution to a fence between their property and adjoining land, as provided for in the Fencing Act 1978.. Fencing covenants are recorded on the certificate of title, but expire at the time of sale of the adjoining land by the first purchaser, or at the end of 12 years. However, the covenant is not automatically removed from the certificate of title. Please note that fencing covenants registered on titles that adjoin Crown lands – for example, reserves – may run with the land. Do not confuse a Fencing Covenant with a Fencing Agreement (below).

Fencing Agreement

Is an agreement between adjoining neighbours to do or not do something that would otherwise be permitted. (It contains rules about fencing etc that must be adhered to by various parties.). May affect use of the property so it is highly recommended to view the relevant document and seek further legal advice if there is a Fencing Agreement registered on the title.

Land Covenant

Contains various rules/regulations in relation to the property as private agreements between parties or imposed by the council. This may affect your use of the property so it is highly recommended to view relevant documentation for specific details and it is recommended to seek further legal advice and a full explanation from your solicitor.

Building Line Restriction

A building line restriction may limit where you can build on the property. Recommended to investigate further based on your requirements for the property and to confirm there are no obvious encroachments from existing dwellings. Note that some building line restrictions may not be included on the title but are included on the District Plan. It may affect your intended use of the property so it is highly recommended to view relevant documentation and to seek further legal/technical advice for the full details.



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. It is highly recommended to seek further legal/technical advice.

Identifying & Managing Property Risks

Buying a property is a significant investment, and it's essential to be aware of potential risks before making a decision. This guide helps buyers identify key issues in a property and understand the necessary due diligence steps to avoid costly surprises.

It's important to note that real estate agents and vendors are not specialists in identifying structural, environmental, or legal issues. While they may provide general advice, it is important to seek professional advice from building inspectors, surveyors, and legal experts and other specialist reports.

Recognising Property 'Warning Signs'

If a property exhibits any of the following warning signs, further investigation is necessary before proceeding with a purchase.

Structural and Material Concerns:

- Monolithic or Weatherside cladding – These materials may pose water-tightness issues.
- Cracks, chips, or bubbling of cladding – Could indicate structural or moisture problems.
- Flat roof or narrow/no eaves – May require more maintenance and have lower weather resistance.
- Recessed or sloping windows sealed by silicone – Check for leaks or improper sealing.
- Concealed guttering and downpipes – Hidden drainage systems can lead to undetected damage.
- Complex architectural designs – More intricate designs may require specialized inspections.

Interior and Plumbing Issues:

- Signs of dampness – Look for mold, water stains, or musty odors as potential moisture indicators.
- Scrim wall linings – These older materials can be a fire hazard.
- Asbestos materials – Professional assessment may be required for safety.
- Dux Quest plumbing – This type of plumbing has known failure risks and may need replacement.

Structural Risks and Compliance Issues:

- Decks over 1m in height – Ensure they meet stability and council compliance standards.
- Retaining walls over 1.5m – Structural integrity should be carefully assessed and CCC requirements.
- Subsidence concerns – Investigate land stability and foundation strength.
- Obscure boundary lines – Verify property boundaries to avoid legal disputes.

Legal and Unpermitted Work:

- No flashings on windows or doors – This can lead to leaks and weatherproofing failures.
- Signs of unauthorized work – Ensure all renovations or extensions have council approvals.
- Built in the early 1990s to early 2000s – Some properties from this era may have known building issues such as untreated timber.
- Possible criminal activity (drug use/manufacturing) – Look for signs such as chemical odors, covered vents, or unusual wiring.





Scan to access

- S&P Agreement Guide
- Agency Agreement Guide
- Code of Conduct
- In-house Complaints prodecure





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




R.W. Muir
Registrar-General
of Land

Identifier 301670
Land Registration District Canterbury
Date Issued 15 December 2006

Prior References
CB723/86

Supplementary Record Sheet
327641

Estate Stratum in Freehold
Legal Description Unit A Deposited Plan 374858
Registered Owners
Robyne Elizabeth Sinclair

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet

6933132.1 Encumbrance to Christchurch City Council - 4.7.2006 at 9:00 am

[illegible]

**SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972****Search Copy**

Identifier 327641
Land Registration District Canterbury
Date Issued 15 December 2006
Plan Number DP 374858

Subdivision of
Lot 18 Deposited Plan 18621

Prior References
CB723/86

Unit Titles Issued

301670	301671	301672	301673
--------	--------	--------	--------

Interests**OWNERSHIP OF COMMON PROPERTY**

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

407090 Notice imposing Building Line Restriction - 26.10.1954 at 10.24 am

Subject to a right to convey electric power over part marked X-Y on DP 374858 created by Transfer 452759 - 5.2.1957 at 11:07 am

7177008.1 Change of rules of the Body Corporate - 22.12.2006 at 9:00 am

Encumbrance instrument
Section 101, Land Transfer Act 1952

ENC 6933132.1 Encumbri

Cpy - 01/03, Pgs - 006, 04/07/06, 08:17



DocID: Z11794206

Land registration district

CANTERBURY

Unique identifier(s)

or C/T(s)

All/part

Area/description of part or stratum

CB723/86

All

Encumbrancer

Surname(s) must be underlined.

BRUCE EDWARD FLETT AND RACHAEL VIVIEN FLETT

Encumbrancee

Surname(s) must be underlined.

CHRISTCHURCH CITY COUNCIL

Estate or interest to be encumbered

Insert, eg. fee simple; leasehold in lease number, etc.

Fee Simple

Encumbrance memorandum number

Not applicable

Nature or security

State whether sum of money, annuity, or rentcharge, and amount.

Bond Sum \$5,000.00

Operative clause

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above certificate(s) of title or computer register(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the [above encumbrance memorandum] [Annexure Schedule(s)] **and** so as to incorporate in this encumbrance the terms and other provisions set out in the [above encumbrance memorandum] [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Dated this 1 day of June

20 06

Attestation

R V Flett

Signature [common seal] of Encumbrancer

Signed in my presence by the Encumbrancer

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Benjamin Joseph Delargey
Leitham

Occupation

Solicitor

Address

Christchurch

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Encumbrancee

Annexure Schedule 1

Encumbrance
instrument

Dated

1 June 2006

Page 1 of 4 pages

Terms

(Continue in additional Annexure Schedule(s) if required.)

- 1 Length of term Two hundred (200) years commencing on the date of this Encumbrance instrument.
- 2 Payment date(s) On demand.
- 3 Rate(s) of interest The Bank of New Zealand base rate on the payment date plus (5%) five percent.
- 4 Event(s) in which the sum, annuity, or rentcharge becomes payable
If the Encumbrancer is in breach of a Covenant or Condition contained in this Encumbrance Instrument.
- 5 Events(s) in which the sum, annuity, or rentcharge ceases to be payable
If all of the Covenants and Conditions have become obsolete, unnecessary or are no longer enforceable.

Covenants and conditions

(Continue in additional Annexure Schedule(s) if required.)


See Annexure Schedule 2

Modification of statutory provisions

(Continue in additional Annexure Schedule(s) if required.)

See Annexure Schedule 2

All signing parties and either their witnesses or solicitors must sign or initial in this box.

 Rv7 B.S.L.

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

1 June 2006

Page

2

of

4

pages

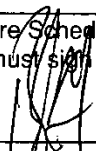
(Continue in additional Annexure Schedule, if required.)

(Continuation of "Modification of statutory provisions")

1. Section 104 of the Property Law Act 1952 applies to this Encumbrance Instrument but otherwise the Encumbrancee shall be entitled to none of the powers and remedies given to mortgagees by the Land Transfer Act 1952 and the Property Law Act 1952.
2. The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Property:
 - (a) The creation, variation or surrender of an easement (Section 90E(3) Land Transfer Act 1952);
 - (b) The variation of a mortgage instrument or priority of mortgages (Section 102(4) and Section 103(3) Land Transfer Act 1952);
 - (c) The registration of a lease, a lease variation instrument or the surrender of a lease, (Section 115(4), Section 116(7) and Section 120 Land Transfer Act);
 - (d) The disposal of a licence or shares to which the licence relates (Section 121I(1) Land Transfer Act);

and this consent shall be deemed to be the consent of the mortgagee (which term includes Encumbrancee), as specified in the Land Transfer Act 1952, to the registration of a particular instrument specified in subparagraph 2(a), (b), (c) and (d) above.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

 RRG B.S.L

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

1 June 2006

Page

3

of

4

pages

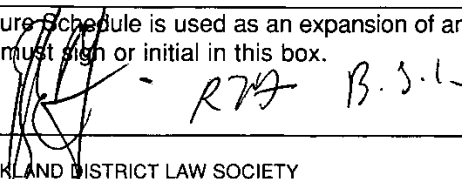
(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

(Continuation of Covenants and Conditions)

1. The Encumbrancer agrees that the use of the Elderly Persons Housing Unit will be confined to Elderly Persons.
2. The Bond Sum shall be reviewed annually on 1 June during the Term and increased in line with the Consumer Price Index (all groups). The Bond Sum is exclusive of GST and where demanded the Encumbrancer shall pay the Encumbrancee the Bond Sum plus GST.
3. The Encumbrancer is only liable for breaches of the Covenants and Conditions where these breaches have occurred while the Encumbrancer is the Registered Proprietor of the Elderly Persons Housing Unit but without prejudice to the Encumbrancer's liability for any breach of the Covenants and/or Conditions arising before the Encumbrancer ceases to be the registered proprietor of the Elderly Persons Housing Unit.
4. The Encumbrancer agrees to pay interest to the Encumbrancee at the Rate of Interest on the amount of the Bond Sum that is not paid in full on the Payment Date. Interest shall commence from the Payment Date and shall continue to accrue on such unpaid amount until the Bond Sum payable under this Encumbrance Instrument is fully paid.
5. For the avoidance of doubt the Encumbrancer agrees that it is liable to pay the Bond Sum on each and every occasion that it is in breach of a Covenant or Condition contained in this Encumbrance Instrument. Where a breach of a Covenant or Condition is not remedied by the Encumbrancer within three months of being requested to do so by the Encumbrancee then the Encumbrancer will, on demand from the Encumbrancee, pay a further Bond Sum to the Encumbrancee and the Encumbrancer further agrees that it is liable to pay to the Encumbrancee further Bond Sum(s), on demand from the Encumbrancee, at the expiry of each month thereafter until the breach is remedied to the satisfaction of the Encumbrancee.
6. The Encumbrancer shall pay the costs of preparation, registration and discharge of this Encumbrance Instrument.
7. The Encumbrancer shall also pay the reasonable legal costs (as between solicitor and client) incurred by the Encumbrancee in relation to:
 - (a) the enforcement or attempted enforcement of any of the Covenants or Conditions;
 - (b) the recovery by legal action of the Bond Sum or any other monies and interest payable to the Encumbrancee under this Encumbrance Instrument.
8. Where there is more than one Encumbrancer, the obligations contained in this Encumbrance Instrument shall bind them jointly and severally.
9. The Encumbrancee agrees to discharge this Encumbrance Instrument where all the Covenants and Conditions become obsolete, unnecessary or are no longer enforceable.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

 - RWA B.S.L.

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

1 June 2006

Page

4

of

4

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Annexure Schedule 2

10.1 In the event of any dispute or difference between the parties in relation to or arising out of this Encumbrance Instrument:

- (a) then, if the parties so agree, the dispute or difference may be referred to mediation with such mediation to be conducted on such a basis as the parties agree; or
- (b) the dispute or difference not being referred to, or resolved by, mediation, then that dispute or difference will be determined by a single arbitrator, if one can be agreed upon by the parties. If the parties cannot agree to the appointment of an arbitrator, the dispute or difference shall be determined by an arbitrator appointed by the President for the time being of the Canterbury District Law Society. The arbitration will be otherwise conducted in accordance with the Arbitration Act 1996 or any Statute enacted in substitution and for the time being in force.

11. Where the context requires or admits in this Encumbrance Instrument and its Schedules:

11.1 Reference to "the Encumbrancer" and "the Encumbrancee" shall include their respective executors, administrators, successors (including successors in title) and assigns.

11.2 "Elderly Persons Housing Unit" means one of a group of Residential Units used for the accommodation of Elderly Persons whether the group is held under one title or as unit titles under the Unit Titles Act with a body corporate and which is encumbered by a Bond or other appropriate legal instrument which ensures that the use of the unit is confined to elderly persons.

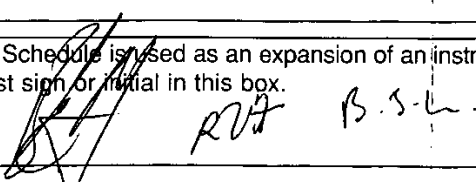
11.3 "Elderly Person" means a person over the age of 60 years or a person who qualifies for a permanent invalid's benefit on health grounds and extends to include the partner, spouse, dependants or caregiver of such a person, notwithstanding that the partner, spouse or caregiver may be under the age of 60 years.

11.4 "Residential Unit" means a self-contained building (or group of buildings including accessory buildings) used for a residential activity by one or more persons who form a single household unit. For the purposes of this definition:

- a building used for emergency or refuge accommodation shall be deemed to be used by a single household;
- where there is more than one kitchen on a Site (other than a kitchen in a Family Flat) there shall be deemed to be more than one Residential Unit; and
- a Residential Unit may include no more than one Family Flat as part of that Residential Unit.

11.5 "Site" has the meaning given in the Christchurch City Plan and refers to all the land described in Certificate of Title CB723/86.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

 RUT B.S.L.

Landonline User ID: **K Blue**

LODGING FIRM: **City Solutions**

Address: **PO Box 237**

Christchurch

Uplifting Box Number: **137**

ASSOCIATED FIRM:

Client Code / Ref: **401/105/34**

13 Northcote Ave

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / S UD Number:

(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

ENC 6933132.1 Encumbri
Cpy - 02/03, Pgs - 006, 04/07/06, 08-17

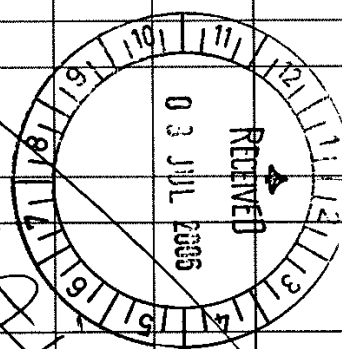
Copies
(inc. original)
DocID: 211794206

Rejected Dealing Number:

6891414

Plan Number Pre-Allocated or
to be Deposited:

Priority Order	CT Ref.	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	723/86	ENC	BE & RV Flett and CCC	50.00						20.00	50.00 20.00
2											
3											
4											
5											
6											



Annotations (LINZ use only)

Subtotal (for this page)

Total for this dealing

Less Fees paid on Dealing #

Cash Cheque enclosed for

\$50.00

\$50.00

\$50.00

\$20.00

Original Signatures? _____

Fees Receipt and Tax Invoice

GST Registered Number 17-022-836

LINZ Form P005

LINZ Form P005 - PDF

Pre-contract disclosure statement for existing units

This is a sample template for providing the information required under Regulation 33(1) of the Unit Titles Regulations 2011 (the Regulation) for a pre-contract disclosure statement for existing units. There is currently no prescribed form for this statement, the specific wording and layout used in this template are not requirements of the Regulation.

Important: If the information required under Regulation 33(1) of the Unit Titles Regulations 2011 is not provided, or is inaccurate but is not corrected as the information required to complete this pre-contract disclosure statement or to correct the inaccuracy does not exist or cannot be found despite reasonable efforts, then this must be noted in this pre-contract disclosure statement.

If the requirements of Section 146 of the Unit Titles Act 2010 (the Act) are not met, the settlement date agreed to in an agreement for sale and purchase may be delayed in accordance with Section 149 of the Act, or the agreement may be cancelled in accordance with Section 149A of the Act.

For more information on delaying a settlement or cancelling an agreement for sale and purchase, refer to the pre-disclosure disclosure delay or cancel flowchart on the Unit Title Services website: unittitles.govt.nz

Pre-contract disclosure statement for existing units

Section 146, Unit Titles Act 2010

Unit number:	Unit [number] and accessory unit(s) [number(s)]	Unit A
Unit Plan:	Deposited Plan [number]	374858
Body Corporate number:	[number]	374858

Pre-contract disclosure statement for existing units

- 1 This pre-contract disclosure statement is provided to prospective buyers of the property in accordance with Section 146(1) of the Unit Titles Act 2010.

Financial information

- 2 The amount of the contribution levied by the body corporate under Section 121 of the Unit Titles Act 2010 in respect of the unit is \$(~~amount~~) 0

- 3 The period covered by the contribution in paragraph 2 is ~~period~~ N/A

- 4 The body corporate has the following accounts: BNZ 02-0876-0138303-097, \$7,288.41

(Set out details of every account held by the body corporate, including the details of every fund or bank account held or operated by or on behalf of the body corporate together with the balance of every fund or bank account as at the last financial statement – attach an extra sheet if required)

- 5 The body corporate financial statements and audit reports for the last three years.

December 2025
Year ended ~~(insert financial year)~~

The immediate past financial year.

The body corporate financial statement (select one)

is attached

~~is not attached because (select one) it does not exist / it cannot be found~~

The body corporate audit report (select one)

~~is attached~~

~~is not attached because (select one) it does not exist / it cannot be found / at the AGM on [date] the Body Corporate resolved not to appoint an auditor~~

Year ended ~~(insert financial year)~~

One year prior to the immediate past financial year.

The body corporate financial statement (select one)

~~is attached~~

~~is not attached because (select one) it does not exist / it cannot be found~~

The body corporate audit report (select one)

~~is attached~~

~~is not attached because (select one) it does not exist / it cannot be found / at the AGM on [date] the Body Corporate resolved not to appoint an auditor~~

Year ended [*insert financial year*]

The body corporate financial statement (*select one*)

Two years prior to the immediate past financial year.

~~is attached~~

is not attached because (*select one*) **it does not exist / it cannot be found**

The body corporate audit report (*select one*)

~~is attached~~

is not attached because (*select one*) **it does not exist / it cannot be found / at the AGM on [date] the Body Corporate resolved not to appoint an auditor**

[Attach the relevant financial statements and audit reports]

Maintenance, weathertightness and related matters

For the purposes of this statement, a unit title is considered to have a **weathertightness issue** if water has penetrated it because of some aspect of its design, construction, alteration, or of materials used in its construction or alteration, and the penetration of water is likely to cause or has caused damage to it.

6 Select the statement that applies:

~~The long-term maintenance plan is attached~~

The long-term maintenance plan is not attached because (*select one*) **it does not exist / it cannot be found**

[Attach the long-term maintenance plan]

7 The next review date for the long-term maintenance plan is [*insert date*] **N/A**

8 The body corporate proposes to carry out or begin the following works under the long-term maintenance plan in the next three years: **N/A**

[Set out details of proposed maintenance under the long-term maintenance plan and the estimated cost of the works - attach an extra sheet if required]

9 The body corporate proposes to carry out the following maintenance on the unit title development in the year following the date of the disclosure statement: **N/A**

[Set out details of maintenance that the body corporate proposes to carry out and how the cost of that maintenance will be met - attach an extra sheet if required. This includes maintenance whether or not it is set out in the long-term maintenance plan - so there may be some overlap with the answer to question 9]

10 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development has weathertightness issues for which a claim has been made under the Weathertight Homes Resolution Services Act 2006.

The body corporate or committee has no knowledge of any part of the unit title development currently, or ever having had, weathertightness issues for which a claim has been made under the Weathertight Homes Resolution Services Act 2006.

[Provide details of the claims if any]

N/A

11 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development had weathertightness issues that have been remediated without a claim under the Weathertight Homes Resolution Services Act 2006 or other proceedings.

The body corporate or committee has no knowledge of the unit title development having weathertightness issues that have been remediated without a claim under the Weathertight Homes Resolution Services Act 2006 or other proceedings.

[Provide details of the weathertightness issues, if any, and remediation]

N/A

12 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development has weathertightness issues that have not been remediated.

The body corporate or committee has no knowledge of the unit title development having weathertightness issues that have not been remediated.

[Provide details of the weathertightness issues, if any]

N/A

13 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development has earthquake-prone issues.

The body corporate or committee has no knowledge of the unit title development having earthquake-prone issues.

[Provide details of the earthquake-prone issues, if any. The Building Act defines what an earthquake-prone building is, and whether a building or part of it is earthquake-prone is determined by the local authority]

N/A

14 Select the statement that applies:

The body corporate or committee has actual knowledge that any part of the unit title development has any other significant defects in the land (including the unit title development) that may require remediation.

The body corporate or committee has no knowledge of the unit title development having any other significant defects in the land (including the unit title development) that may require remediation.

[Provide details of the significant defects, if any]

N/A

15 Select the statement that applies:

The remediation report/s commissioned by the body corporate in the last three years is attached.

No remediation report/s commissioned by the body corporate in the last three years are attached, because (select one) **no such reports have been commissioned / they cannot be found.**

Governance information

16 The notices and minutes of body corporate general meetings and body corporate committee meetings for the last three years.

Year ended [insert financial year]

The immediate past financial year.

The body corporate and committee meeting notices, minutes and supporting documentation (select one)

~~are attached~~

are not attached because (select one) ~~it does not exist~~ / **it cannot be found**

Year ended [insert financial year]

One year prior to the immediate past financial year.

The body corporate and committee meeting notices, minutes and supporting documentation (select one)

~~are attached~~

are not attached because (select one) ~~it does not exist~~ / **it cannot be found**

Year ended [insert financial year]

Two years prior to the immediate past financial year.

The body corporate and committee meeting notices, minutes and supporting documentation (select one)

~~are attached~~

are not attached because (select one) ~~it does not exist~~ / **it cannot be found**

[Attach the relevant notices of general meetings prepared under regulations 5, 6, 7, 8 and 8A and 9, and all supporting documentation, and minutes prepared for general meetings and body corporate committee meetings, and all supporting documentation (includes agendas or similar) Note any information that is not available.]

Note: information may be excluded if disclosing the information would breach the Privacy Act 2020 or any other enactment, if the information is subject to legal professional privilege or the confidentiality of the information must be

protected because of commercial sensitivity. It should be noted if information has been excluded.

17 Select the statement that applies:

~~The body corporate manager(s) is/are [organisations and individuals] and their contact details are [contact details].~~

The body corporate has not currently engaged a body corporate manager.

18 The body corporate holds the following insurance cover for the unit title development: **N/A**

[Set out or attach details of

- the insurer's name and contact details
- the type and amount of cover, the annual amount payable for the insurance, and the excess payable on any claim under the insurance
- any specific exclusions from cover; and
- a statement of where and how the insurance policy can be viewed.]

19 Select the statement that applies:

The body corporate is not involved in any proceedings in any court or tribunal as at the date of this pre-contract disclosure statement.

~~The body corporate is involved in proceedings in a court or tribunal. Details of the proceedings are.~~

[Set out or attach details of any proceedings brought by or against the body corporate. This could include any kind of dispute where the body corporate is a complainant or a defendant. It could also include any instance where the body corporate is suing or being sued – attach extra sheets if required]

General information

20 The following section contains a brief explanation of important matters relevant to the purchase of a unit in a unit title development. You should read and understand the information contained in this section and this statement before signing a contract to buy a unit in a unit title development.

Further information on buying, selling a unit and living in a unit title development can be obtained by:

- reading the publication "Short guide to unit titles", which is available on the Unit Title Services website: unittitles.govt.nz
- contacting the Ministry of Business, Innovation & Employment service centre: 0800 UNIT TITLES (0800 864 884)

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing a unit or your prospective rights and obligations as a member of a body corporate.

Unit title property ownership. Unit titles are a common form of multi-unit property ownership. They allow owners to privately own an area of land or part of a building and share common property with other unit owners. Unit title developments may also be structured in varied ways including staged unit title developments and layered unit title developments.

This combination of individual and shared ownership of land and buildings, often in an intensive built environment, means owning a unit title involves a different set of rights and responsibilities than traditional house and land ownership.

Unit title developments have a body corporate management structure to ensure decisions affecting the development can be made jointly by the unit owners. The creation and management of unit title developments is governed by the Unit Titles Act 2010 and supporting regulations.

Unit plan. Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The unit plan is the formal record of all of the boundaries of the units, and the common property.

Ownership and utility interests. Each unit is allocated an ownership interest and a utility interest and such interests are relevant to the determination of many of the unit owner's rights and responsibilities under the Unit Titles Act 2010.

Ownership interest is a number that reflects the relative value of each unit to the other units in the development, and is used to determine a range of matters including the unit owners' beneficial share in the common property, and share in the underlying land if the unit plan is cancelled.

By default, the utility interest of a unit is the same as the ownership interest (unless it is otherwise specified on the deposit of the unit plan or subsequently changed), and is used to calculate how much each owner contributes to the operational costs of the body corporate.

Body corporate operational rules. The body corporate for a unit title development can make its own operational rules on the use of the development, and governance of the body corporate. These operational rules are subject to the provisions of the Unit Titles Act 2010 and regulations made under that Act.

All unit owners, occupiers, tenants and the body corporate must follow the body corporate operational rules that apply to their unit title development.

Pre-settlement disclosure statement. Before settlement of the sale of a unit, the seller must provide a pre-settlement disclosure statement to the purchaser, which includes information on:

- the unit number and body corporate number
- the amount of the contribution levied by the body corporate for that unit
- the period covered by the contribution
- how the levy is to be paid
- the date on or before which the levy must be paid
- whether any amount of the levy is currently unpaid and, if so, how much
- whether legal proceedings have commenced in respect of any unpaid levy
- whether any metered charges (eg, for water) are unpaid and, if so, how much
- ~~whether any costs relating to repairs to building elements or infrastructure contained in the~~
unit are unpaid and, if so, how much
- the rate of interest accruing on any unpaid amounts

- whether there are any legal proceedings pending against the body corporate
- whether there are any legal proceedings initiated by the body corporate or intended to be initiated by the body corporate
- whether there is any written claim by the body corporate against a third party that has not been resolved
- whether there have been any changes to the body corporate rules since the pre-contract disclosure statement was provided.

There are legal consequences on the seller for failing to provide the pre-settlement disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Records of title. Previously known as a computer register or certificate of title, for a unit title development this document records the ownership of a unit, contains a legal description of the unit boundaries and records any legal interest which is registered against the title to the unit (for example a mortgage or easement). A copy of the record of title for a unit should come with:

- the unit plan attached. Unit title plans were discussed earlier in this section.
- a supplementary record sheet attached. A supplementary record sheet records the ownership of the common property, any legal interests registered against the common property or base land, and other information such as the address for service of the body corporate and the body corporate operational rules.

The common property in a unit title development does not have a record of title.

Land Information Memorandum. A land information memorandum (LIM) is a report which provides information held by the local council about a particular property. You must order and pay for a LIM from the applicable local council. Delivery times vary between councils. The information contained in a LIM will vary between councils, but is likely to include details on:

- rates information
- information on private and public stormwater and sewerage drains
- any consents, notices, orders or requisitions affecting the land or buildings
- District Plan classifications that relate to the land or buildings
- any special feature of the land the local council knows about including the downhill movement, gradual sinking or wearing away of any land, the falling of rock or earth, flooding of any type and possible contamination or hazardous substances
- any other information the local council deems relevant

Full details of what a local council is obliged to provide in a LIM is contained in section 44A of the Local Government Official Information and Meetings Act 1987.

~~**Easements and covenants.** An easement is a right given to a landowner over another person's property (for example, a right of way, or right to drain water). A land covenant is an obligation contained in a deed between two parties, usually relating to the use of one or both properties (for example a covenant to restrict one party using their property in a certain way).~~

Easements or covenants may apply to:

- a unit and are usually recorded on the record of title for that unit.
- common property and will be recorded on the supplementary record sheet for the unit title development.

Further information about the matters set out above can be obtained from:

Unit title property ownership	Ministry of Business, Innovation and Employment www.unittitles.govt.nz 0800 UNIT TITLES (0800 864 884)
Unit plan	Land Information New Zealand
Ownership and utility interests	www.linz.govt.nz
Record of title	0800 ONLINE (0800 665 463)
Easements and covenants	
Body corporate operational rules	The body corporate of the unit title development
Pre-settlement disclosure statement	
Land Information Memorandum	Your local council

For detailed information on any of the above matters relating to your specific circumstances, the Ministry of Business, Innovation and Employment recommends you obtain independent legal advice from your lawyer.

Corrections

20 Select the statement that applies:

This disclosure statement, including any additional information that forms part of this disclosure, does not have any known inaccuracies.

This disclosure statement, including any additional information that forms part of the disclosure, does have any known inaccuracies. Details of the known inaccuracies are:

[If you have included any information in this disclosure statement that is inaccurate, you must explain where and what the known inaccuracies are below and add a correction here or explain what information cannot be corrected because either it does not exist, or despite reasonable efforts, cannot be found – attach extra sheets if required]

Signed by seller or person authorised
by seller:

[signature] *robynesinclair*

Name:

[name] *Robyne E. Sinclair*

Date:

[day, month, year] 02/10/2026

This form has been created by the Ministry of Business, Innovation and Employment as an example of a pre-contract disclosure statement that complies with the requirements of regulation 33(1) The information contained in the form is intended as an example of how these sections may be completed, and the specific wording used is not a requirement of the Unit Titles Regulations 2011.

Body Corporate 374858
13B NOTTINGHAM AVENUE
HALSWELL
CHRISTCHURCH 8025

Bank of New Zealand
Rangiora Store
74 High Street
Rangiora
Telephone 0800 800 468
Facsimile 03 313 4273
WWW www.bnz.co.nz

Statement of Accounts as at 09 December 2025

Your Accounts at a Glance

Account	Account Number	Maturity Date	Balance
Bus First Oncall Account	02-0876-0138303-097		7,288.41

Our investment statements and current disclosure statement may be obtained free of charge from any Bank of New Zealand store, or viewed at www.bnz.co.nz.

BODY CORPORATE NO: 374858

13 NOTTINGHAM AVENUE
CHRISTCHURCH

**NOTICE OF AN ORDINARY RESOLUTION TO BE PASSED BY THE BODY CORPORATE
WITHOUT A GENERAL MEETING
S104 Unit Titles Act 2010**

1. The Resolutions below are to be decided by the Body Corporate without a general meeting.
2. The Resolutions relate to the appointment of a Body Corporate Secretary.
3. Following the resignation of Kiri McKenzie from the secretary position, Unit 2 owners have offered to take on the role of Body Corporate secretary. These Resolutions will authorise Steven Darnold to proceed with the secretary role.
4. A Proprietor who is not in arrears with Body Corporate levies is entitled to vote on these Ordinary Resolutions. It is noted no levies have yet been invoiced for this Body Corporate.
5. Please complete and sign the form below and return it to me no later than Tuesday 27th September 2022.
6. An Ordinary Resolution must be agreed by the majority of eligible voters who vote in order to be passed.

RESOLUTIONS FOR POSTAL VOTING BY MEMBERS:

1. *"That the Body Corporate agrees to appoint Steven Darnold as Secretary to the Body Corporate at 13 Nottingham Ave".*

I agree

3. *"That the Body Corporate agrees to Steven Darnold taking on the executive officer role with IRD".*

I agree

4. *"That the Body Corporate agrees to Steven Darnold and Robyne Sinclair (Unit 1 owner) becoming signatories of the BNZ bank accounts. Kiri McKenzie and Ken Newsome will be removed as signatories"*

I agree

5. *"That the Body Corporate agrees the existing insurance will end on 30th November 2022 and individual owners will arrange own unit insurance effective from 1 December 2022"*

I agree

Signature: R. E. Sinclair
Name: R. E. Sinclair
Date: 27 September 2022
Unit No: 1

PLEASE NOTE: Your completed voting form needs to be returned to: kiri.mckenzie@gmail.com

BASIC OPERATING RULES

AMENDMENTS TO THE THIRD SCHEDULE TO THE UNIT TITLES ACT 1972

The Rules set out below shall be substituted in their entirety for the existing Rules. These Rules and any additions thereto or amendments thereof may be added to, amended or repealed by resolution of the Body Corporate at a general meeting.

1. A Proprietor or occupier or any unit shall not:
 - (a) Use or permit that Proprietor's unit to be used for any purpose which is illegal or may be injurious to the reputation of the Body Corporate.
 - (b) Bring into or keep in any unit or on the common land any pet or animal which may unreasonably interfere with the quiet enjoyment of the other proprietors or occupiers or which may create a nuisance;
 - (c) Create any noise likely to interfere with the peaceful enjoyment of the Proprietor or occupier of any other unit or of any person lawfully using the common property;
 - (d) Allow trees or roots to encroach under, upon or above any other unit or the common property;
 - (e) Deposit or throw upon the property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another unit or of any person lawfully using the common property;
 - (f) Hang any washing, towels, bedding, clothing or other article on any part of the unit (other than on a clothesline designed for this purpose) in such a way as to be visible from outside the unit;
 - (g) Except with the approval in writing of the Committee use or store upon the unit or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than that in the fuel tank of a motor vehicle;
 - (h) Park or stand any motorcar or other vehicle upon the common property except for the purposes of loading and unloading. Proprietors' and occupiers' vehicles are to be parked in garages where available. Garage doors are to be kept closed whenever possible;
 - (i) Damage any lawn, garden, tree, shrub, plant or flower situated upon the common property;

p70

- 2
- (i) Mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Committee.

2. A Proprietor or occupier of any unit shall:

- (a) Take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another unit or of any person lawfully using the common property;
- (b) Keep clean all glass windows and doors on the boundary of the unit including so much thereof as is common property;
- (c)
 - (i) Maintain within the unit in clean and dry condition an adequate covered receptacle for garbage;
 - (ii) Ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
 - (iii) Promptly remove anything which he or the refuse collector may have spilled from the receptacle and take such action as may be necessary to clear the area within which the spillage occurred.
- (d)
 - (i) Ensure that garbage bags or containers deposited on the roadside awaiting collection are in sound condition and securely closed;
 - (ii) Ensure that garbage bags are placed on the roadside in good time for collection on the collection date;
 - (iii) Ensure that household goods and material of any kind other than garbage containers are not deposited on the roadside.
- (e) Leave in a clean and tidy condition any of the common property which may have any mud or residue as a result of a proprietor or occupier washing down his vehicle.

3. The Committee may from time to time make regulations that will remain in effect until the next annual general meeting or extraordinary general meeting at which time the regulations made by the Committee shall be put before the Body Corporate to either be adopted as an amendment to the Third Schedule to the Unit Titles Act or alternatively rejected in which case such regulation shall have no further force to effect. The Committee may, pursuant to the foregoing power, make regulations for all or any of the following purposes:

- (a) regulating the use or enjoyment of the common property and its amenities;
 - (b) ensuring or enhancing the use and enjoyment by the proprietors of their respective units;
 - (c) prohibiting practices likely to cause damage to or misuse of the common property and promoting practices that are likely to preserve and improve buildings, installations, equipment and apparatus comprised or contained in the common property;
 - (d) maintaining good relations between proprietors and occupiers;
 - (e) maintaining the grounds and gardens of the common property in a neat and tidy condition and preserving and enhancing the character and appearance of buildings and common areas.
4. The Committee shall retain a firm of solicitors and/or architects (as the Committee deems appropriate) to advise the Committee when it makes a regulation pursuant to Clause 3.
5. Regulations made by the Committee under Clause 3 shall have the same status and effect as rules established under the Third Schedule to the Unit Titles Act 1972. Notwithstanding the foregoing, regulations made by the Committee pursuant to Clause 3, shall not overrule any other rules established under the Second and Third Schedules to the Unit Titles Act 1972.
6. All differences and disputes which may arise between the proprietors and/or occupiers, or between proprietors and/or occupiers and the Committee touching or concerning these Rules or any act or thing to be done suffered, or omitted in pursuance hereof, or touching or concerning the construction of these Rules, except as otherwise expressly provided, shall be referred to the arbitration of a single arbitrator agreed upon by the parties, or failing agreement by an arbitrator appointed by the President for the time being of the Canterbury District Law Society or his nominee, with such arbitrator to reach a determination on the dispute in accordance with the provisions of the Arbitration Act 1908 or any amendment thereto or any enactment thereof for the time being in force. The decision of the Arbitrator shall bind all parties to the dispute. The Arbitrator shall be entitled to levy costs against particular proprietors and/or against the Body Corporate as is determined by the Arbitrator in his sole discretion.

NOTICE OF CHANGE OF RULES

To: The District Land Registrar
Canterbury Registry

NOTICE IS HEREBY GIVEN that the rules of Body Corporate Number 374858 were on 20 December 2006 duly amended in the manner set out in the First Schedule hereto:

Dated at Christchurch this day of December 2006

Signed by the said Body Corporate by all of its members:

Prestige Homes (Canterbury) Limited by its directors:

.....
Bruce Edward Flett - Director

.....
Rachael Vivien Flett - Director

FIRST SCHEDULE

The rules in the Second Schedule to the Unit Titles Act 1972 are amended as follows:

1. Rule 1 is amended by adding sub-clause (g) as follows:
 - (g) Ensure that Units A to D shall only be occupied by either:
 - (i) a person aged 60 years or more or, if there is more than one occupier at least one such person shall be aged 60 years or more, or
 - (ii) a person who qualifies for a permanent invalid's benefit on health grounds or, if there is more than one occupier at least one such person shall be a person who qualifies for a permanent invalid's benefit.
2. Rule 2 is amended by adding sub-clauses (d) and (e) as follows:
 - (d) Ensure that Units A to D shall only be occupied by either:
 - (i) a person aged 60 years or more or, if there is more than one occupier at least one such person shall be aged 60 years or more, or
 - (ii) a person who qualifies for a permanent invalid's benefit on health grounds or, if there is more than one occupier at least one such person shall be a person who qualifies for a permanent invalid's benefit.
 - (e) Ensure that a register is kept of all residents and made available to the Council to ensure compliance with the conditions of a resource consent relating to the land comprised in the unit title.
3. Rule 35 is added as follows:

35 Rules 1(g), 2(d), 2(e) and this rule 35 shall not be varied without first obtaining the prior consent of the Christchurch City Council.

4. Rule 36 is added as follows:

- 36 When apportioning any costs in relation to maintenance of the right of way marked as "Common Property" on the title plan for access purposes, the proprietor of Unit A will not be liable for any contribution to that maintenance as this access is not used by that proprietor. The owner of Unit A will be responsible for an equal contribution to the maintenance of the services running along the area marked as "Common Property" on the title plan including but not limited to the conveyance of sewage, drainage, telephone and media communications and electricity.

The rules in the Third Schedule to the Unit Titles Act 1972 are amended as follows:

1. Rule (c) is deleted and the following clause inserted in substitution:

- (c) Keep any animal on his unit or the common property without the prior consent of the committee of the body corporate, or, if there is no committee, of the body corporate unless that animal is:
- i A small, non-violent dog that is not any type of bull terrier or other dog with a reputation for violent attacks; or
 - ii A cat; or
 - iii A small animal that is kept permanently in an enclosure such as a cage or tank. This may include but is not limited to small fish, guinea pigs or small rabbits;

And provided that only one animal is to be kept on each unit.



Handwritten signature and initials, possibly 'RVZ'.

Buying or selling your property?



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



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