

120 Mair Road

Curio Bay

Property Information Pack

Contents

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Property Rental financials available upon request.



Land Information Memorandum for 120 Mair Road, Curio Bay

Prepared under Section 44A Local Government Official
Information and Meetings Act 1987

APPLICANT INFORMATION DETAILS

APPLICATION NUMBER:	LIM/2025/10239
APPLICANT REQUESTING LIM:	Mark William Davies
YOUR REFERENCE:	
APPLICATION RECEIVED:	1 May 2025
ISSUE DATE:	14 May 2025

PROPERTY DETAILS

PROPERTY ADDRESS:	120 Mair Road, Curio Bay		
LEGAL DESCRIPTION:	Lot 1 DP 443309		
CURRENT OWNER:	Katherine Mary Davies and Mark William Davies and Bco Trustees (2020) Limited		
VALUATION NO.	2941026905	PROPERTY ID:	210652
AREA:	1.0009 hectares more or less		

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Mandatory information

The following mandatory information is hereby provided in accordance with Section 44A(2) of the Local Government Official Information and Meetings Act 1987

- (a) Information identifying each (if any) special feature or characteristic of the land concerned, including but not limited to potential erosion, avulsion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants, being a feature or characteristic that-
- (i) Is known to the territorial authority; but
 - (ii) Is not apparent from the District Scheme under the Town and Country Planning Act 1977 or a District Plan under the Resource Management Act 1991:

Council's records do not identify known potential erosion, avulsion, falling debris, subsidence, slippage, alluvion, or inundation, or likely presence of hazardous contaminants on this site.

No	This property is not located in an identified potential floodable area.
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Environment Southland holds detailed records of the extent of inundation within the District.

For further information on inundation issues, it is recommended that you contact Environment Southland, phone: (03) 211 5115 / 0800 76 88 45, email: service@es.govt.nz

No	No Section 36(2) 1991 or Section 72 2004 Building Act registered against property title.
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Where natural hazards such as erosion, falling debris, subsidence, inundation or slippage exist that will not be accelerated/worsened by the proposed building work, Council has the option of issuing the consent subject to registration against the property title. Should this be the case, it is recommended you consult with your solicitor regarding potential implications.

Potential Erosion	No information known to Council.
Avulsion	No information known to Council.
Falling debris	No information known to Council.
Subsidence	No information known to Council.
Slippage	No information known to Council.
Alluvion	No information known to Council.
Likely presence of hazardous contaminants	No information known to Council.

Environment Southland is the regional coordinator of information relating to the possible presence of hazardous contaminants. It is suggested that if you wish to investigate the potential for the presence of hazardous contaminants further, then you contact the Pollution Prevention Team at Environment Southland on 0800 768 845.

Please note: It would be advisable to have the above hazard(s) investigated by a suitably qualified person.

For further information on the above section contact: resourceplanningcr@southlanddc.govt.nz or 0800 732 732

(b) Information on private and public stormwater and sewerage drains as shown in the territorial authority's records:

Council's 3 waters services

Stormwater

No Available for connection to public service.

No Existing connection to public service. No reticulation available in this area.
Council cannot guarantee that a stormwater lateral is in existence even though it may be showing in the GIS map. If location required, the property owner must excavate for the lateral at the owner's expense.

No Public line passes through property.

Wastewater

No Available for connection to public service.

No Reticulated. No reticulation available in this area.

No Public line passes through property.

For further information on the above section contact: Waterwaste-cs@southlanddc.govt.nz
or 0800 732 732

On-site disposal system

Stormwater

No Information known to Council.

Wastewater

Yes Information known to Council. Refer to attached plan.

For further information on the above section contact: building-cs@southlanddc.govt.nz
or 0800 732 732

[(ba) any information that has been notified to the territorial authority by a drinking- water supplier under Section 69ZH of the Health Act 1956:]

No

Is the land affected by Section 69ZH of the Health Act 1956? (Refer to Section Additional Information - Health (Drinking-water) Amendment Act 2007 - Section 69ZH)

If yes:

Has a drinking-water supplier notified Council of any of the following:

N/A

That the connection of additional residential properties to the supply may compromise the ability to provide adequate supply to this property.

N/A

That it will not connect any further residential properties to the water supply.

N/A

That any further residential properties that are connected to the supply will be subject to conditions limiting the amount of water to be supplied.

N/A

That it has withdrawn a notice on any of the above.

If yes, please provide details if different from above.

Note: References to water supplied by Council includes drinking-water supply.

For further information on the above section contact: waterwaste-cs@southlanddc.govt.nz

or 0800 732 732

[(bb)	<p>information on—</p> <p>(i) whether the land is supplied with drinking-water and if so, whether the supplier is the owner of the land or a networked supplier:</p> <p>(ii) if the land is supplied with drinking-water by a networked supplier, any conditions that are applicable to that supply:</p> <p>(iii) if the land is supplied with water by the owner of the land, any information the territorial authority has about the supply:]</p>
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Note: Please see attached plans for positions of relevant reticulated services

Drinking-water standards - information on water and general water supply

Water supply

No	Council holds records relating to the supply of water to this property from a Council drinking-water supply.
No	Available for connection to Council drinking-water supply.
Yes	Private supply. Details unknown
No	There is no existing connection to a Council drinking-water supply. No reticulation available in this area.
No	Has a metered supply.
No	This property is within a Council water supply boundary.
No	There are conditions applicable to the network supply.
No	Public drinking-water supply main passes through property.

Rural Water Supply

No	Existing connection to Rural Water Supply Scheme (UNITS).
No	Public rural water main passes through property.
No	This scheme is potable/fit for human consumption.

For further information on the above section contact: Waterwaste-cs@southlanddc.govt.nz or 0800 732 732.

(c) Rates Information relating to the property:

Rating information

Land Value:	\$350,000	Capital Value:	\$770,000
Rates current for year ended 30/6/2025	\$2,100.58	Paid:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Metered water			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Please note that the rates information above is for the current rating year only. If you decide to purchase this property, a solicitor's enquiry will provide complete rating information (eg, amount to clear rates to instalment due date, arrears, penalties etc).

No there is not a sewerage encumbrance on this property.

No there is not a water encumbrance on this property.

No there is not a Council related statutory land charge on this property.

Please note: Rates, rateable valuation details and water rates relate to a valuation number. This may be linked to other properties, or a parent property.

For further information on the above section contact: ratesenquiries@southlanddc.govt.nz
or 0800 732 732

- (d) Information concerning any consent, certificate, notice, order, or requisition affecting the land or any building on the land previously issued by the territorial authority (whether under the Building Act 1991[, the Building Act 2004,] or any other Act):

Building information

Building permits

Building, plumbing and/or drainage permits held for the period prior to 30 June 1993

No Council records do not identify any building permits issued for this site prior to 30 June 1993.

Building consents

Note: Transition period 1/7/92 - 1/7/93 building permit or consent options

Building consents issued since 1 July 1992:

Yes Council records do identify any building consents issued for this site since 1 July 1992

Consent details	Date	Consent No.	Code Compliance Certificate (CCC)	Intended Life
New Pole shed – Plan attached	22/10/2019	BLD/2019/53176/1	31/03/2020	31/3/05 - present > 50 yrs
Three-bedroom single story dwelling – Plans attached	13/03/2019	RBW/2019/102018/1	30/06/2020	31/3/05 - present > 50 yrs

Outstanding requisitions/other:

N/A

Certificates of Acceptance

Certificates of Acceptance issued since 31 March 2005:

No

Council records do not identify any Certificates of Acceptance issued for this site since 31 March 2005.

Certificates and schedules

The following compliance schedule/warrant of fitness relates to this site:

No

Council has no record of a compliance schedule/warrant of fitness for this site:

Swimming/spa pool: (Building Act 2004)

No

Council has no record of a pool registered onsite.

Dangerous/insanitary building information

No

No information known to Council.

Property related complaints

No

No information known to Council.

Other relevant certificates

No

No information known to Council.

For further information on the above section contact: building-cs@southlanddc.govt.nz

or 0800 732 732

Environmental health - hazardous substances information

Certificate of registration/licensing issued:

Type	Number	Expiry Date
Template Food Control Plan	N/A	
MPI Registration	N/A	
Health Licence	N/A	
On and Off Licences	N/A	

Resource management information

Land use and subdivision consents granted for this site are:

Yes

RMA/2018/53228 & RMA/2018/53229 – Section 127 Change of Conditions and Section 221(3) Variation of Consent Notice to relocate a building platform - M Davis - 130 Mair Road, Slope Point Curio Bay – Granted 16 November 2018

RMA/2010/53066 – Subdivision consent to create two allotments and Land Use consent to construct of a dwelling within the building platform – Nicholas Leslie Grey Stratford – 750 Haldane-Curio Bay Road, Slope Point Curio Bay – Granted 5 July 2010

Abatement notices and enforcement orders issued for this site are:

N/A

Council records do not identify any abatement notices and/or enforcement orders as having been issued for this site.

Other relevant planning certificates:

N/A

No other relevant planning certificates are held in Council records for this site.

For further information on the above section contact: resourceplanningcr@southlanddc.govt.nz or 0800 732 732

(da) The information required to be provided to a territorial authority under section 362T(2) of the Building Act 2004.

No

Council has no Records of Building Work (ROW's).

(e) Information concerning any certificate issued by a building certifier pursuant to the Building Act 1991 [or the Building Act 2004]:

No

No information known to Council.

[(ea) Information notified to the territorial authority under Section 124 of the Weathertight Homes Resolution Services Act 2006:]

No

No information known to Council.

For further information on the above section contact: building-cs@southlanddc.govt.nz

or 0800 732 732

[(f) Information relating to the use to which that land may be put and conditions attached to that use:

District Plan 2018

The provisions of the district plan determine what activities can be undertaken as a permitted activity on a property and what triggers a resource consent. The following zone in the District Plan applies to this property:

Zones (s)	General Rural Zone
	Visual Amenity Landscape Overlay (see Part 2 – Natural Environment Values - NFL of the District Plan)
	Coastal Environment Overlay (see Part 2 - CE of the District Plan)

The district plan can be viewed at our offices at 15 Forth Street, Invercargill, at any Southland District Council area office, at any district libraries, or visit the Southland District Council website:

<https://eplan.southlanddc.govt.nz/eplan/0/29>

For assistance with applying the operative district plan please contact the Planning department.

N/A This property does not contain Highly Productive Land as defined under the National Policy Statement for Highly Productive Land. See the Land Use Capability Map for details on Land Use Classes for this property and for further information <https://environment.govt.nz/publications/national-policy-statement-for-highly-productive-land/>

This site has the following buildings, objects or places classified as historical, scientific, or natural beauty or wāhi tapu sites:

N/A No information is held in Council records to identify any building, objects or places classified as historical, scientific, natural or wāhi tapu sites in relation to this site.

Other relevant planning information is as follows:

N/A No other relevant planning information is held in Council records for this site.

For further information on the above section contact: resourceplanningcr@southlanddc.govt.nz or 0800 732 732

(g) Information which, in terms of any other Act, has been notified to the territorial authority by any statutory organisation having the power to classify land or buildings for any purpose:

The site has the following designations/other:

N/A

No information is held in Council records in relation to designations for this site.

For further information on the above section contact: resourceplanningcr@southlanddc.govt.nz
or 0800 732 732

(h) Any information which has been notified to the territorial authority by any network utility operator pursuant to the Building Act 1991 [or the Building Act 2004].

All information if applicable will be shown on any hazard or services maps attached to the Land Information Memorandum.

Discretionary information:

- (3) In addition to the information provided for under subsection (2) of this section, a territorial authority may provide in the memorandum such other information concerning the land as the authority considers, at its discretion, to be relevant.

Southland District Council hereby provides the following discretionary information which it considers to be relevant in accordance with Section 44A(3) of the Local Government Official Information and Meetings Act 1987

Resource management discretionary information

The Southland District Council's policy on discretionary resource consent information in relation to resource consents is to provide LIM applicants with information on resource consents which have been approved on all sites which directly adjoin/bound onto the site to which the LIM application relates (with "directly adjoin/bound on to" also including sites directly across public roads from the site to which the LIM application relates). If resource consents have been granted in this locality but are located on sites which do not directly adjoin/bound on to the site of the LIM application, then these will **not** be identified on the LIM.

Yes

Details of resource consents/planning consents which have been granted on sites which directly adjoin/bound on to the site are:

RMA/2011/53115 – Land Use consent to erect a silo – 750 Haldane Curio Bay Road, Slope Point – Granted 28 July 2011

RMA/2010/53015 – Section 127 Change of Conditions – 630 Haldane Curio Bay Road, Slope Point – Granted 1 February 2010

RMA/2009/53263 – Section 127 Change of Conditions – 758 Haldane-Curio Bay Road, Curio Bay – Granted 3 November 2009

RMA/2009/53144 – Land Use consent to identify and utilise two building platforms for a dwelling and a garage – 105 Mair Road, Slope Point Curio Bay – Granted 24 August 2009

RMA/2008/53548 – Land Use consent to operate a dairy shed and six bay implement shed, and for gravel extraction – 750 Haldane-Curio Bay Road, Curio Bay – Granted 16 April 2009

RMA/2008/53549 – Certificate of Compliance to place a building platform for a dwelling on the property – 105 Mair Road, Curio Bay – Declined

RMA/1998/86 – Land Use consent to relocate a building – Section 10, Block VIII, Waikawa Survey District – Granted 20 July 1998

RMA/1997/104 – Subdivision consent to create ten allotments and Land Use consent to erect a dwelling on Lots 5 and 9 – Sections 1, 10-13, Block VIII and Section 44, Block IX Waikawa Survey District – Granted 25 November 1999

High voltage power supply

N/A

No high voltage power supply lines are indicated on the planning map on or adjacent to the Land Information Memorandum property

For further information on the above section contact: resourceplanningcr@southlanddc.govt.nz
or 0800 732 732

Corridor management (stock underpass)

No

No information is held in Council records to identify any stock underpass.

For further information on the above section, contact contactTransport@southlanddc.govt.nz
or 0800 732 732

Building discretionary information

Snow loadings

This property has a snow loading of:

<input checked="" type="checkbox"/> Yes	1.0 kPa	<input type="checkbox"/> No	1.5 kPa	<input type="checkbox"/> No	2.0 kPa	<input type="checkbox"/> No	Specific Design
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Explanation - Snow Loadings

The designated snow loading is used in selecting the appropriate tables for calculating structural member sizes from the Acceptable Solution NZS 3604 and relates to altitude of the property above sea level.

1.0 kPa	Sea level to 200 m altitude
1.5 kPa	201 m to 300 m altitude
2.0 kPa	301 m to 400 m altitude
Specific design	Altitudes above 400 m altitude require specific engineering design.

Earthquake zoning:

<input checked="" type="checkbox"/> Yes	1	<input type="checkbox"/> No	2	<input type="checkbox"/> No	3	<input type="checkbox"/> No	4
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Explanation - Earthquake Zones

The designated earthquake zone is used in calculating bracing demand necessary under the Acceptable Solution NZS 3604. Earthquake zones are 1, 2, 3 and 4 with 4 requiring the highest bracing demand.

For further information on the above section contact: building-cs@southlanddc.govt.nz

or 0800 732 732

Other discretionary information

No	No information known to Council.
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For further information on the above section contact: resourceplanningcr@southlanddc.govt.nz or 0800 732 732

Note: If land is potentially likely to be subject to liquefaction it shall not be considered “good ground” for the purpose of design using NZS 3604, NZS 4229, or NZS 4299.

Should there be concern that a particular site may be subject to liquefaction in a seismic event, it would be advisable that the ground conditions are investigated and reported upon by a Chartered Profession Engineer (CP-Eng) specialising in the geotechnical field. This investigation should address the potential for liquefaction to occur.

As a general guide, it is recognised that poorly consolidated non-cohesive soils (usually laid down under water) in combination with a high ground water table are normal prerequisites for liquefaction. From observations in Christchurch gravels and coarse sands did not appear to be the principal culprits relating to liquefaction, but very fine non-cohesive sands and silts were. However, further professional guidance should be sought.

A report and, if necessary, a specific foundation design from a CP-Eng to mitigate the effects of liquefaction may be required to support an application for building consent.

Refuse discretionary information

Wheelie bin collection

Refuse collection is compulsory in all urban townships.

Refuse collection is available in some rural areas - see attached rural wheelie bin routes map.

Check the public notices section of your local paper when a public holiday occurs on a collection day or call customer service on 0800 732 732.

If you are in a newly built house in an urban designated wheelie bin area, you may not be rated for a refuse collection.

Transfer stations and recycling centres

Please find attached the transfer stations - hours of opening.

When things go wrong

If you have a problem with your collection or if you wish to know more, please call our customer services team on 0800 732 732.

Moving house

If you are moving house or flat, you must leave the wheelie bin supplied to that property for the next owners or tenants.

Any other questions, please call our customer services team on 0800 732 732.



1 October - 31 March = **Summer Hours**1 April - 31 September = **Winter Hours**

Transfer Stations

HOURS OF OPENING 2024/25

Open as below except, Good Friday, Easter Sunday, Christmas Day, New Year's Day and Anzac day morning on all sites where applicable.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lumsden Oxford Street	Closed	Closed	Closed	4 - 5.30 pm	Closed	Closed	3:30 - 5:30 pm
Otautau Drummond Highway	Closed	10am -12noon	Closed	10am - 12noon 10am - 12noon & 6 - 8 pm	Closed	10am -12noon	10am -12noon
Riverton Havelock Street	3 - 5pm	Closed	3 - 5pm	Closed	3 - 5pm	11am - 1pm 3 - 5pm	3 - 5pm
Te Anau Manapouri Te Anau Highway	2 - 4pm 2 - 6pm	2 - 4pm 2 - 6pm	2 - 4pm 2 - 6pm	2 - 4pm 2 - 6pm	2 - 4pm 2 - 6pm	2 - 4pm 2 - 6pm	2 - 4pm 2 - 6pm
Winton Florence Road	2 - 5.30pm	Closed	2 - 5.30pm	Closed	12pm - 5.30pm	1 - 5pm 11am - 5pm	2 - 5pm 1 - 5pm
Wyndale Wyndham Edendale Highway	Closed	Closed	3 - 5pm 4 - 6pm	Closed 6 - 7pm	3 - 5pm 4 - 6pm	1.30 - 5pm	1.30 - 5pm
Stewart Island Horseshoe Point Road	9.30am - 4.30 pm	Closed	9.30am - 4.30pm	9.30am - 4.30pm	9.30am - 4.30pm	9.30am - 12.30pm	Closed
GREENWASTE ONLY	Wallacetown (Clyde Street) Open Sundays from 3 - 5pm Riversdale (Dunn and Cody Road) Open the first Saturday of each month from 3.30 - 5pm					SOUTHLAND DISTRICT COUNCIL Te Rohe Pōtae o Murihiku	

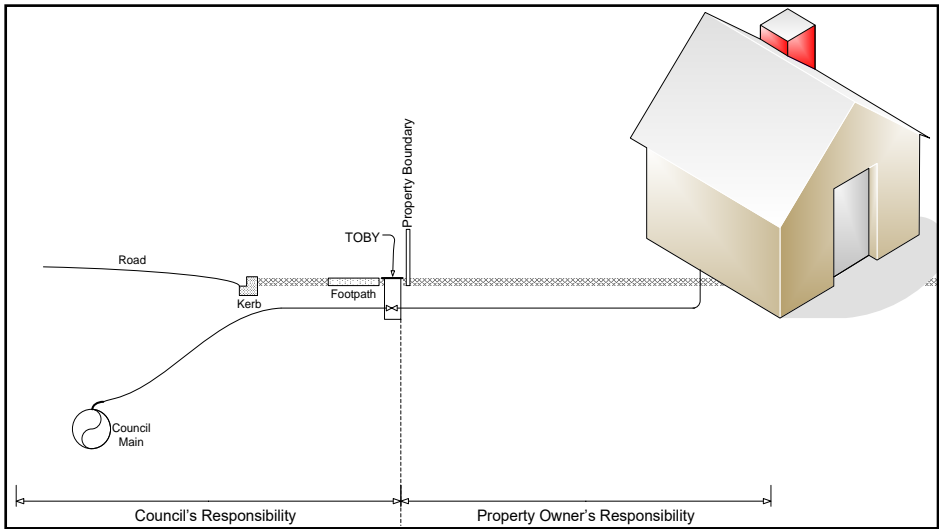
All loads over 8 tonnes gross weight at compacting transfer stations and 3 tonnes gross weight at non-compacting transfer station will NOT BE accepted unless prior written approval has been granted by the group manager services and assets or his agent.

Hazardous waste from the same individual or organisation in excess of 10 kilograms or 10 litres will be subject to special charges negotiation with the engineer or his delegated representative on a case-by-case basis.

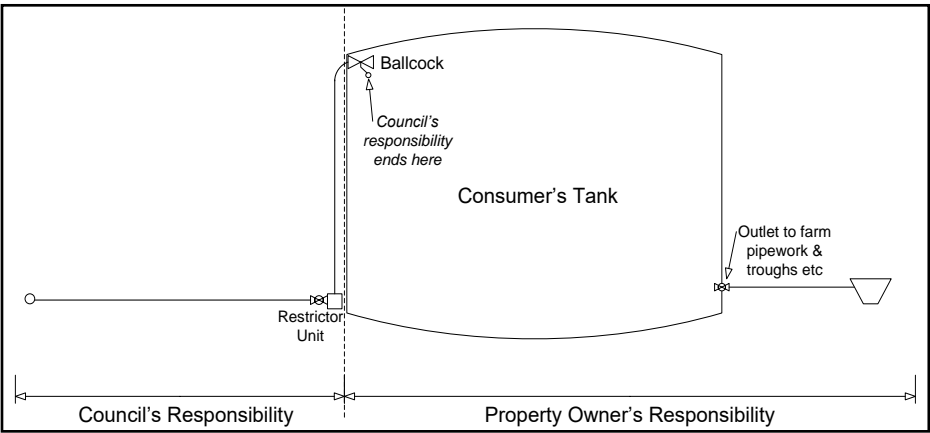


Council’s limits of responsibility

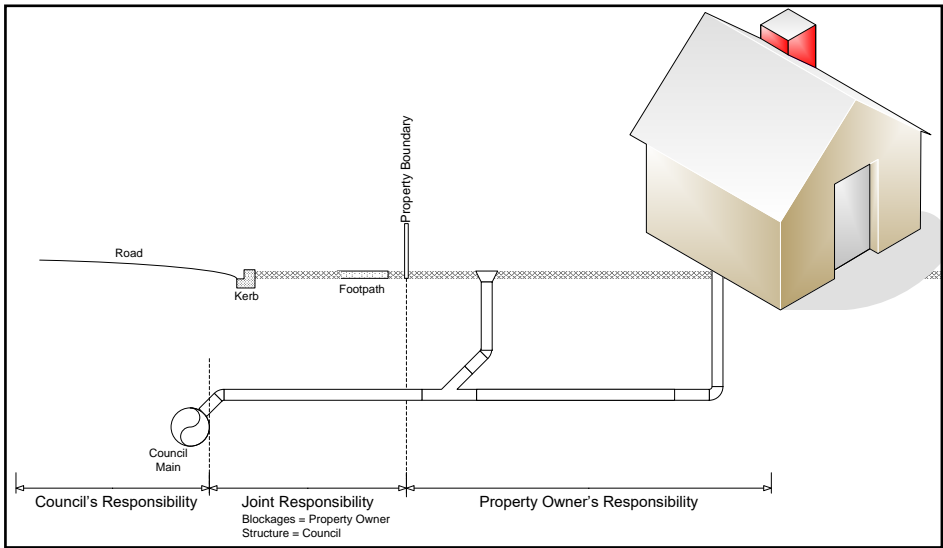
Urban water supply



Rural water supply



Sewerage scheme



Disclaimers

- this Land Information Memorandum has been prepared for the purposes of Section 44A of the Local Government Information and Meetings Act 1987, and contains relevant information relating to this land held by Southland District Council. It has been based on a search of Council's property records and there may be other information relating to the land which has not been specifically recorded against this property or known to the researchers. Council records may not show illegal or unauthorised buildings or works on the property. The applicant is solely responsible for ensuring that the land is suitable for their intended use.
- Southland District Council will only trace building consents/permit back as far as the Certificate of Title provided.
- generally copies of plans and specifications for buildings erected by the Crown prior to 1992 are not held by the Council as there was no requirement upon the Crown to obtain building permits.
- for the period until rates are "struck" the current annual rates and rateable valuation details should not be relied upon and any queries should be directed to the rates department.
- the rates are not affected by a change in the rateable value or factors of a rating unit during the financial year in which the rates are set. Section 43(3) the Local Government (Rating) Act 2002.
- the Council has not undertaken any inspection of the land or any building on it for the purposes of preparing this Land Information Memorandum.
- should you have any doubts about the property, you are advised to employ a relevant independent consultant. You are solely responsible for ensuring that the land is suitable for a particular purpose.
- the Council and its officers, employees and agents accept no liability for any inaccuracy in, or omission from, this information or liability for any loss or damage suffered by any person that may directly or indirectly result from any person acting or refraining from acting on this information.
- the information has been prepared for the recipient to whom it is addressed and is intended for that recipient's use only. It is not intended to be relied on by any other person.
- any plan, map, aerial photographs or diagrams attached to the LIM are for illustrative purposes only and are not confirmation of the legal position of the boundaries; or any services on the land.
- where information has been supplied to Council by a third party, Council cannot guarantee the accuracy of that information and it is supplied on the understanding that no liability shall arise or be accepted by the Council for any error contained therein.
- the information provided in this report may not reflect the current details of the legal description provided on your application form. This may be due to the property currently being under subdivision and the information has not been provided yet, and/or that the information has not yet been updated for the current valuation and improvements for this financial year.

Additional information

Weathertight homes information

Weathertightness is the term used to describe the resistance of a building to the weather.

Weathertightness is not necessarily waterproofing, but rather enduring against undue dampness inside buildings and damage to building elements as a result of this moisture. Since the mid-1990s, a considerable number of houses have been built using methods that will not withstand the weather conditions in New Zealand and therefore will not comply with the New Zealand Building Code. When it rains, some houses are leaking because of problems involving design and installation of materials. In some cases, the materials themselves have been used inappropriately.

Certificates and schedules

Buildings containing certain safety and essential systems, known as specified systems, require a compliance schedule. These specified systems ensure a building is safe and healthy for members of the public to enter, occupy or work in. The building owner must ensure continued effective operation of those features and systems and sign an annual building warrant of fitness.

Under the Building Act 2004, all buildings other than single residential buildings will require a compliance schedule and annual warrant of fitness if they contain any of the following:

- automatic systems for fire suppression (eg sprinkler system).
- automatic or manual emergency warning systems for fire or other dangers.
- electromagnetic or automatic doors or windows (eg doors or windows that close on fire alarm activation).
- emergency lighting systems.
- escape route pressurisation systems.
- riser mains for use by fire systems.
- automatic back-flow preventers connected to a potable water supply.
- lifts, escalators, travelators or other systems for moving people or goods within buildings.
- mechanical ventilation or air-conditioning systems.
- building maintenance units providing access to exterior and interior walls of buildings.
- laboratory fume cupboards.
- audio loops or other assistive listening systems.
- smoke control systems.
- emergency power systems for signs relating to a system or feature specified for any of the above systems or features.

Swimming/Spa Pool

Subject to Fencing of Swimming Pools Act 1987

The Fencing of Swimming Pools Act 1987 exists to protect young children from the dangers of unfenced swimming pools and spas. It does this by requiring owners to fence their pools.

Because Southland District Council is required to enforce government legislation regarding the fencing of swimming pools, we have to maintain a register of all pools with the District that are deeper than 400 mm. We therefore ask all pool owners to notify the Council of their pool/s and - in the case of a new pool - we ask that fencing details are shown on a building consent application.

Development contributions

The Southland District Council has a Development and Reserves Contribution Policy which outlines contributions which may be payable to the Council for new developments. This Policy is subject to change and future site development details should be discussed with Council to confirm if a Development and Reserves Contribution is applicable.

Council bylaws

Bylaws are rules or regulations that are created to control specific activities within Southland District. Council has water, wastewater and stormwater bylaws amongst various others. They are a useful way of dealing with issues that the Council determines are significant enough to pass enforcement options. All Council bylaws are available for viewing at Council offices or on the website www.southlanddc.govt.nz.

Rural water supplies

Council owns and manages 11 rural water supply schemes at Duncraigen, Five Rivers, Homestead, Eastern Bush/Otahu Flat, Kakapo, Lumsden/Balfour, Mount York, Princhester, Ramparts, Takitimu and Orawia.

Lumsden/Balfour is potable and can be used for drinking water for people.

Eastern Bush/Otahu Flat and Orawia are being upgraded and until completion all water for human consumption is on permanent **boil water notice**.

The rest of the rural schemes are used for stock water supply only and **are NOT fit for human consumption**.

Council mains within private property

The following applies to building near Council service mains:

All permanent structures must be either:

- (a) 1.5 metres away from the main, OR
- (b) A distance equal to the depth of the main plus the diameter of the pipe, away from the main, WHICHEVER IS GREATER.

This applies to all permanent structures such as: house, garages, workshops, sleepouts, garden sheds (with foundations), glasshouses and commercial buildings.

Fences, gazebos, garden sheds with no foundations and paved areas are generally exempt as they are able to be moved or dug up if required.

The Local Government Act permits Council assets to be within private property without an easement and protects Council's assets within private property (including piped services). The Local Government Act gives Council the right to access, maintain and protect those assets (although there are some conditions).

Health (Drinking-water) Amendment Act 2007 - Section 69ZH

This LIM report contains information regarding a drinking-water supply (if relevant to the property) as per the requirements of Section 69ZH.

69ZH Duty to provide information to territorial authority

1. This section applies to a drinking-water supplier who considers that the connection of additional residential properties to that supplier's drinking-water supply may compromise the supplier's ability to provide an adequate supply of drinking-water to any property.
2. If this section applies, the drinking-water supplier must notify each territorial authority in which the affected properties are located either—
 - (a) that the supplier will not connect any further residential properties to the supplier's drinking-water supply; or
 - (b) that any further residential properties that are connected to the supplier's drinking-water supply will be subject to conditions limiting the amount of water to be supplied.
3. A drinking-water supplier who has notified a territorial authority under subsection (2) may withdraw that notice at any time if the circumstances described in subsection (1) no longer exist.
4. A drinking-water supplier who has notified a territorial authority under subsection (2)(a) may refuse to connect further residential properties to that supplier's drinking-water supply after the date of that notice.
5. A drinking-water supplier who has notified a territorial authority under subsection (2)(b) may impose conditions limiting the amount of drinking-water supplied to any further residential properties that are connected to that supplier's drinking-water supply after the date of that notice.
6. No condition may be imposed under subsection (5) limiting the amount of drinking-water to be supplied to a residential property to such an extent that there is no adequate supply (as defined in section 69G) to that property.

Frequently asked building questions

What if a LIM shows that no records are held by the Council but there is some works or building on the property?

A Land Information Memorandum (LIM) identifies the information held by the Council concerning any building consent or permit for existing buildings or structures. In some cases, however, the Council's records may be incomplete, and there is a building in existence. The absence of Council records for building permits or consents may mean any of the following:

- the building was erected without a permit or consent;
- the Council no longer holds a record of the permit (past bylaws allowed for some records to be discarded after 10 years from the date of issue);
- the property was in the ownership of the Crown when the building was constructed and did not therefore require a permit.

What if I buy a property that has an existing building without any building consent or permit?

If building work has been carried out without a permit or building consent then there is no authority under the Building Act 2004 or any prior building legislation to retrospectively issue a building consent for the work. The Building Act 2004 provides that a Certificate of Acceptance may be issued where work has been done without a building consent. A Certificate of Acceptance will provide some verification for a building owner/future building owner that part or all of certain work carried out complies with the Building Code. A Certificate of Acceptance may only be issued in relation to building work carried out after 1 July 1992.

For buildings erected prior to 1 July 1992, without any building permit or for which Council holds no records, then Council is generally unlikely to take any action against the current owners of that building unless the building is dangerous or insanitary in terms of the Building Act 2004 or the provisions of the Health Act 1956. This assumes that the building complies in all other respects with other statutory requirements.

For work undertaken after 1 July 1992, for which the Council holds no record, it is likely that the building work was carried out without consent. If so, the property owner and the person who carried out the work may have contravened the relevant building legislation and enforcement action may be taken at the Council's discretion. If purchasers of properties require a report on a building they should engage a qualified builder or designer to inspect the building and provide the report. The Council is happy to put a copy of this report on the property file.

What type of work needs a building consent?

Basic building, such as laying a patio or installing kitchen cupboards, does not require a building consent, but more complicated household projects do.

If you are considering building or plumbing work, you should contact Council.

For more information, visit the Building Act 2004 website: www.building.govt.nz

It should be noted that this Land Information Memorandum only refers to **information held by Council** - it does not include detailed information held by other organisations and these should be contacted separately if further information is required.

Contact details for some relevant organisations are as follows:

Environment Southland	(03) 211 5115
PowerNet	(03) 211 1899
Stewart Island Electricity Supply Authority	0800 732 732
Telecom Cable Location Service	124
Transpower	Landowner 0508 526 369637
Contact Limited <i>(Gas Supply Snodgrass Road, Te Anau)</i>	(03) 249 8908
Elgas <i>(Gas supply other areas of Te Anau)</i>	0800 435 427

ATTACHMENTS: **Land Information Memorandum Maps**

Approved for issue:



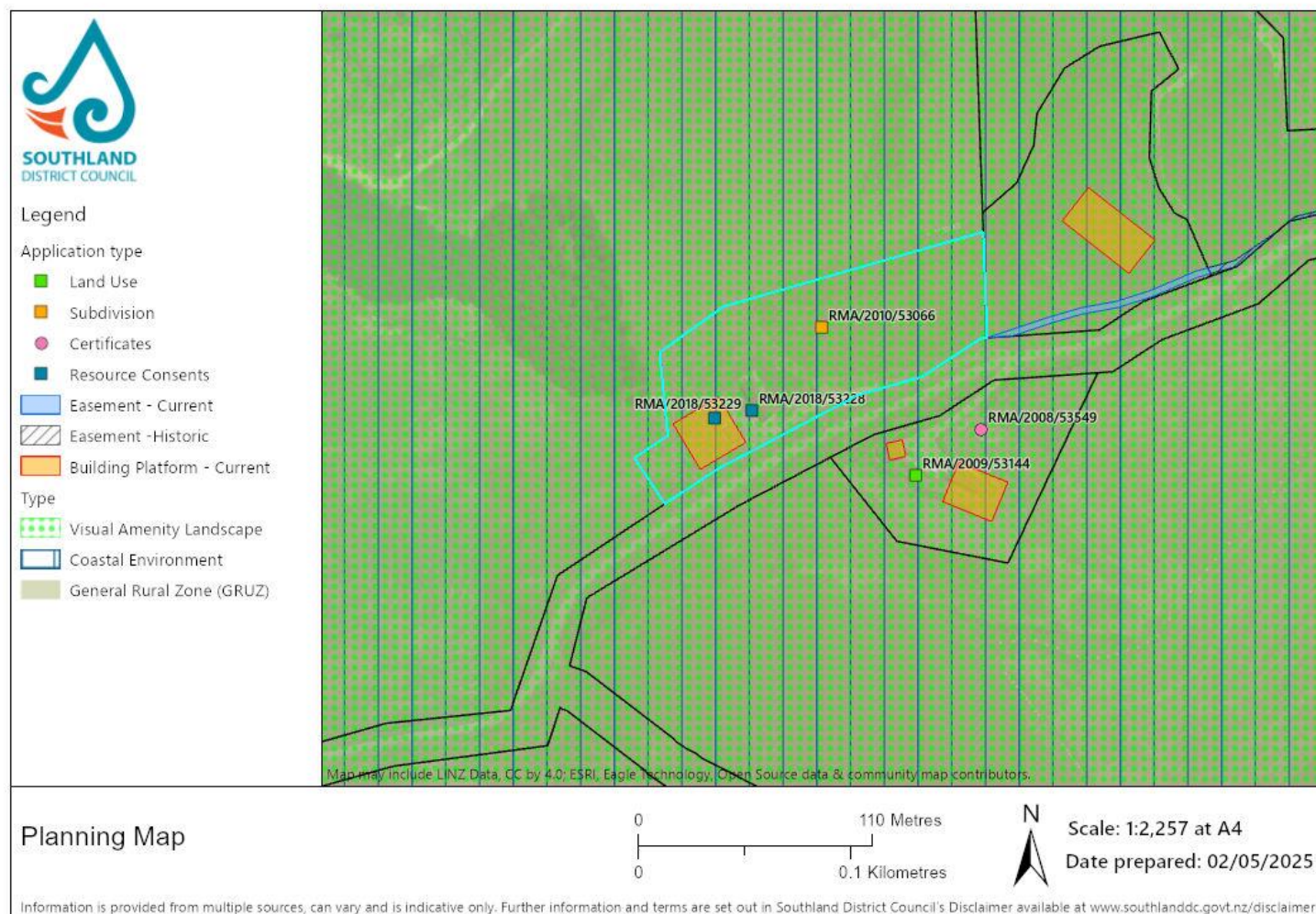
Information Management Officer

14 May 2025

Utilities map



Planning map



Land use capability map



Hazard map



Aerial photo



Easement map

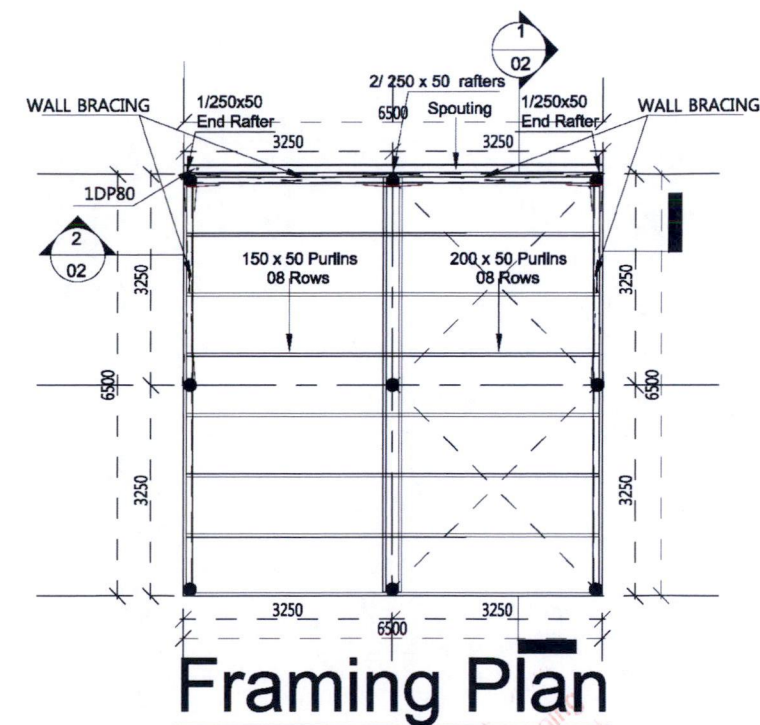
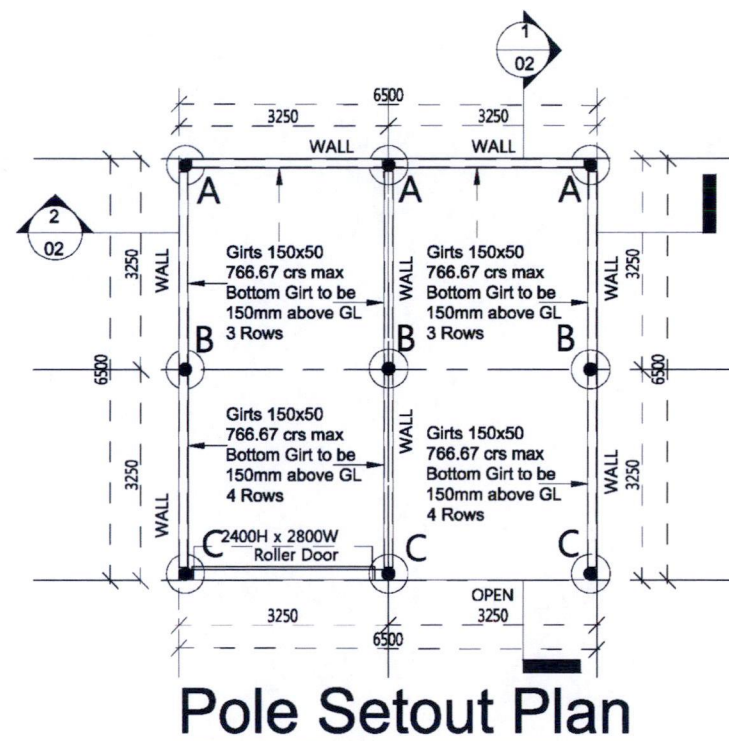
DISCLAIMER: The GIS map provided below is generated from data provided by Land Information NZ (LINZ). As the map may not accurately reflect all known data as at today's date, please review the attached LINZ certificate of title/s for any ownership, land area, easement or other information that may have been omitted from the GIS map.



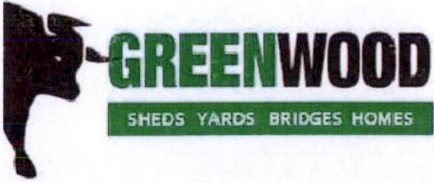
Attachments

1. Building and drainage information
2. Resource management attachments
3. Certificate of title

Pole Legend: ED (Includes footing)		ALL SED POLES IN 600DIA POSTHOLES TO BE FILLED WITH 17.5 MPA CONCRETE ED INCLUDES FOOTING	Shed Area: 42.3 m²	Roof Pitch: 5.3°	Rafters:	Timber Grade: All No 1 Frame
A	150 SED Pole, 1000 ED, 100mm Footing, 3.6 Pole Required				1/ 250 x 50 end rafters 2/ 250 x 50 Internal rafters	
B	150 SED Pole, 1000 ED, 100mm Footing, 4.2 Pole Required	Wall Girts: Back : 3 ROWS, 150 X 50 @ 766.67 mm centres Sides: 3.5 ROWS, 150 X 50 @ 766.67 mm centres	Purlins: Open bay: 08 Rows 200x50 @ 929 mm crs max Enclosed bay: 08 Rows 150x50 @ 929 mm crs max	Note: SEASPRAY: Minor exposure allowed for-stainless steel purlin hangers/nails for these & roof strap bracing. Ensure bolt heads, ends & washers are lightly greased	Roof + Wall Bracing: MITEK MULTI BRACE FIXED AS PER THE MANUFACTURERS SPECIFICATION	
C	175 SED Pole, 1000 ED, 100mm Footing, 4.2 Pole Required					



The NZ Building Code and the provisions of the NZ Building Code must be complied with in regard to any inconsistencies in the issued consent documents.

 SHEDS YARDS BRIDGES HOMES	03.09.19		Sheet: 01	Plans
	Project Description:	Lean to 2-Bay Shed.	Loadings	
	Name of Owner:	Mark Davies	Wind:	Very High
	Site Address:	130 Mair Rd, Curio Bay, Tokanui	Snow:	0.90 kPa
Greenwood Ref: 7398			Scale:	1:100 A3

Notes

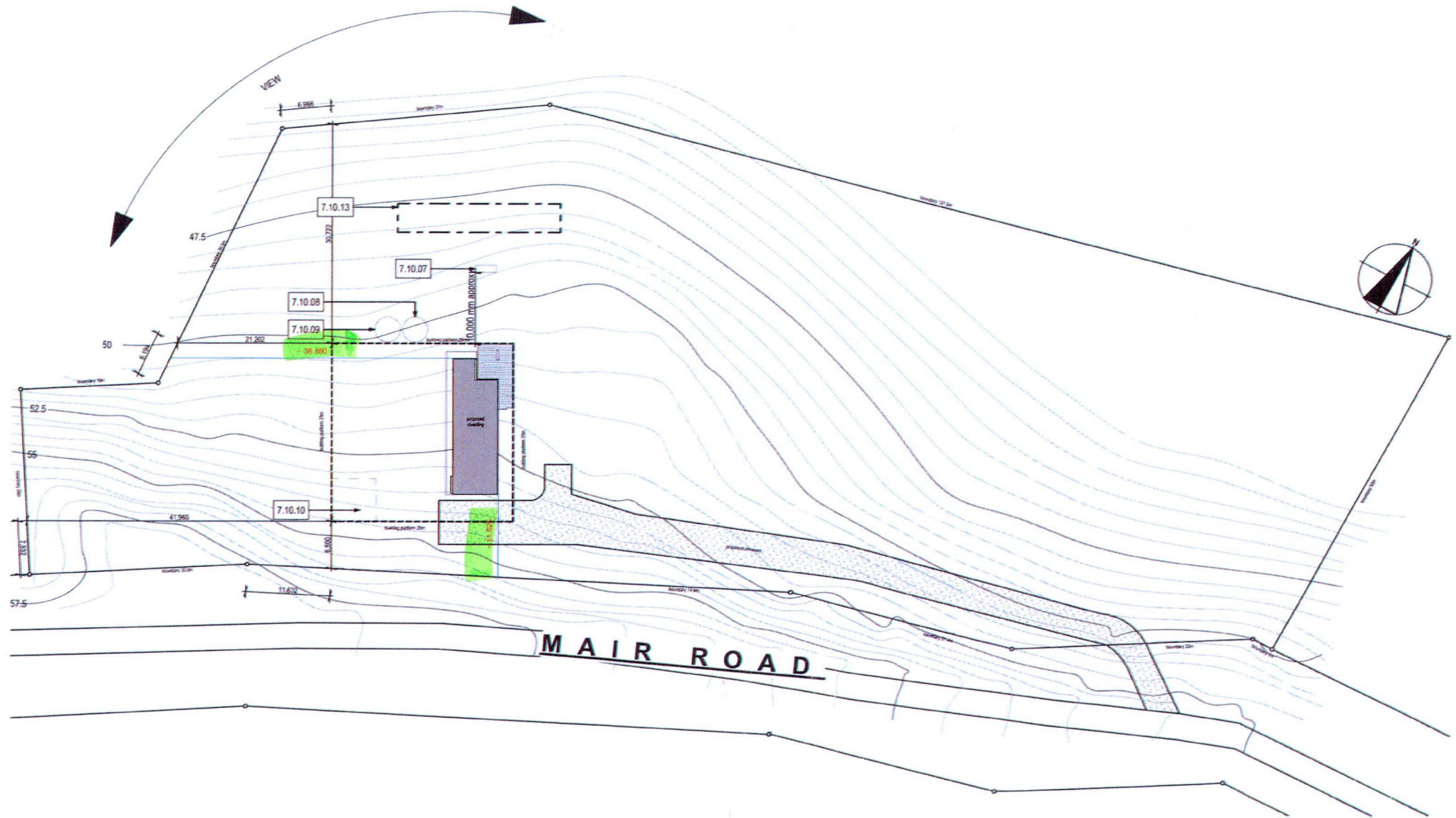
7 Services

- 7.10.07 Septic Tank
Septic Tank - approx location. Design to be confirmed by client's drainlayer - single stage septic tank 4500l with 1000l pump chamber
- 7.10.08 Rain Water Tank
25000l Rain Water Tanks fitted with UV Filter & Pump
- 7.10.09 25000l water tank
25000l water tank for fire fighting purpose, fixed with approved coupling
- 7.10.10 Carport
Proposed location of Carport - Future development
- 7.10.13 Effluent Field
Effluent Field - approx location

RevID	ChID	Revision	Date

Legal Description 130 Mair Road, Curio Bay, Tokanui 9884 Lot 1, DP 443309 Valuation ID: 7,352,957.00	
Site Area:	1.00ha
Total area	110.55m²
Total Footprint Area	0.01%
% Cover	0.01%
Wind Zone	Very High
Earthquake Zone	1
Exposure Zone	D
Snow Zone	5
Altitude	57m
Water Supply	Rain Water
Sewer	Septic Tank
Stormwater	Tanks

Sediment Control
All sediment control to comply with NZBC E1
Straw bales to be laid to all boundaries where run off may occur. straw bails to be placed in a 200mm deep trench, tied together and anchored to ground by stakes
Surplus gravel and soil to be contained behind sediment fences
Downpipes to be connected as soon as roof is finished and drains are laid or as soon as practical
Contractor to oversee all sediment control
Site to be fully fenced before commencing construction, fence to comply with NZBC F5/AS1 part 1



Further Information
Received
16 / 01 / 2019

<div><div><div>Firm Name</div><div>DRAFTLINE<div>DESIGN & DRAUGHTING SERVICES</div><div><small>REGISTERED ARCHITECT</small></div></div></div><div><div><div>PATRICK COLLINS</div><div>5 BEDFORD STREET TIMARU</div><div>PH/FAX 03 688 8455</div><div>CELL 027 408 8455</div><div>EMAIL pat.collins@draftline.co.nz</div></div></div></div> <td><div>Notes</div><div>Copyright remains the property of Draftline Ltd unless specified in writing</div><div>All dimensions are in millimetres unless otherwise stated</div><div>All construction to comply with NZBC/NZ 3604: 2011, alongside all current standards apply</div><div>Refer to specifications for timber strength</div><div>ALL DIMENSIONS TO BE VERIFIED ON SITE</div></td> <td><div>Job Title</div><div>130 Mair Road Curio Bay</div><div>New Dwelling</div></td> <td><div>Design</div><div>#Designer</div><div>Drawn</div><div>Phillipa Cruickshank</div><div>Checked</div><div>Creation Date</div><div>Plot Date</div><div>17/12/2018</div></td> <td><div>Client Name</div><div>Mark Davies</div><div>Drawing Title</div><div>Site Plan</div></td> <td><div>Scale @ A2</div><div>1:500</div><div>Drawing Number</div><div>201</div></td>	<div>Notes</div> <div>Copyright remains the property of Draftline Ltd unless specified in writing</div> <div>All dimensions are in millimetres unless otherwise stated</div> <div>All construction to comply with NZBC/NZ 3604: 2011, alongside all current standards apply</div> <div>Refer to specifications for timber strength</div> <div>ALL DIMENSIONS TO BE VERIFIED ON SITE</div>	<div>Job Title</div> <div>130 Mair Road Curio Bay</div> <div>New Dwelling</div>	<div>Design</div> <div>#Designer</div> <div>Drawn</div> <div>Phillipa Cruickshank</div> <div>Checked</div> <div>Creation Date</div> <div>Plot Date</div> <div>17/12/2018</div>	<div>Client Name</div> <div>Mark Davies</div> <div>Drawing Title</div> <div>Site Plan</div>	<div>Scale @ A2</div> <div>1:500</div> <div>Drawing Number</div> <div>201</div>
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All construction to comply with NZBC/NZ 3604: 2011, alongside all current standards apply. All dimensions are in millimetres unless otherwise stated. (Do NOT Scale off drawings. Only use figured dimensions.)

When replying please quote: 360/10/10/66 M Roy

5 July 2010

Mr Nicholas Stratford
C/- TrueSouth Survey Services Limited
PO Box 534
Invercargill 9840

COPIES TO: Dave Joll
File Copy

Attention: Michael Harraway

Dear Mr Harraway

Resource Consent 10/66 - Nicholas Leslie Grey Stratford - Two Lot subdivision and land use consent to identify a building platform on Lot 1 which is within 150 metres of an existing building platform - 750 Haldane-Curio Bay Road, Slope Point - Curio Bay

I acknowledge lodgement at the Resource Management Department of the above resource consent application and associated information on 11 March 2010. A meeting was held at the Southland District Council office on Friday, 21 May 2010 and additional information was submitted to Council by Mr Stratford on 14 June 2010.

This application seeks the following resource consents from the Council:

- **A subdivision consent to subdivide Lot 1, DP 15250, Certificate of Title SL12A/939 being 109.55 hectares, in order to create Lots 1 and 2 as shown on the scheme plan of subdivision submitted with the application, with Lot 1 to have an area of 1.00 hectare including a proposed 30 metre x 30 metre building platform, and Lot 2 to have an area of 108.55 hectares of farm land.**
- **A land use consent for the construction of a dwellinghouse within the 30 metre x 30 metre building platform identified on Lot 1.**

The site is located within the "Coastal Resource Area" as identified in the Operative Southland District Plan 2001.

The site is not identified in the Southland District Plan 2001 as containing any sites of known iwi or archaeological significance and there are no natural hazards which have been identified on the site.

The site is identified in the "Haldane Bay Character Area" in the Southland Coastal Landscape Study (produced by Boffa Miskell in August 2006 for the Southland District Council's information). The site is located in a significant visual and landscape area with high natural character values, as mentioned in this study.

The Coastal Landscape Study states that the focus of this area should be on maintaining and enhancing the existing recreation opportunities which are already popular in the Haldane area. The landscape study further states that there is some capacity for further development close to Porpoise Bay around the Waikawa Curio Bay Road. The application notes that a dwelling was previously located in the vicinity of the identified building platform on Lot 1. Furthermore, the application states that the subdivision and building platform is to be utilised by a shareholder to the existing farming activity on the proposed Lot 2.

The initial application sought a Certificate of Compliance for the construction of a new dwelling on Lot 1 as a dwelling had previously been located on the site. However, after considering Rule PRA.3 of the District Plan, it was considered that locating a new dwelling within Lot 1 was a discretionary activity in accordance with this Rule. Accordingly, land use consent has been sought for the construction of a dwelling within the identified building platform on Lot 1.

I advise that this application has now been considered by the Council's Group Manager - Environment and Community, under delegated authority vested by the Council, pursuant to Section 34A of the Resource Management Act 1991. The following has been resolved with respect to this matter:

"That pursuant to Sections 95-95F, 104, 104B and 220 of the Resource Management Act 1991, the Southland District Council considers the application prepared by TrueSouth Survey Services Limited on behalf of:

- **Nicholas Leslie Grey Stratford**

for the following resource consents:

- **A subdivision consent to subdivide Lot 1, DP 15250, Certificate of Title SL12A/939 being 109.55 hectares, in order to create Lot 1 and Lot 2 as shown on the scheme plan of subdivision submitted with the application, with Lot 1 to have an area of 1.00 hectare including a proposed 30 metre x 30 metre building platform, and Lot 2 to have an area of 108.55 hectares of coastal farm land.**
- **A land use consent for the construction of a dwellinghouse within the 30 metre x 30 metre building platform identified on Lot 1 which is less than 150 metres away from an existing building platform to the south**

to be an application for **subdivision and land use consents** as a **discretionary activity**.

The site to which this consent relates is located at:

- **750 Haldane Curio Bay Road, Slope Point - Curio Bay, being Lot 1, DP 15250, CT SL12A/939 being 109.55 hectares and Valuation Reference 29410/269/03.**

Pursuant to Sections 104 and 104B(a) of the Act, the Council resolves to **grant subdivision and land use consents** to this application, subject to the following conditions being imposed, pursuant to Sections 104B(b), 108 and 220 of the Act:

Subdivision Consent Conditions:

1. That this subdivision shall occur as per the TrueSouth Survey Services Limited Scheme Plan entitled 'Scheme Plan of Subdivision of Lot 1, DP 15250 Sheet 2 of 2'.

2. That the position of the building platform illustrated on Lot 1 shall be identified on the survey plan of subdivision submitted to Council for Section 224(c) certification, in an identical position to the position shown on the Scheme Plan entitled 'Scheme Plan of Subdivision of Lot 1, DP 15250 Sheet 2 of 2'.
3. That prior to the issue of the Section 224(c) certificate for this subdivision by Council, the consent holder, at the consent holder's cost shall install telecommunications reticulation to service Lot 1, in accordance with Council's Subdivision and Land Development Bylaw 2005. Before application to Council for the issue of the Section 224 (c) certificate, the consent holder shall forward to Council a letter from Chorus confirming the installation of telecommunications reticulation to the boundary of Lot 1 is to their satisfaction and located in the correct position.
4. That at the time of any future development or structure on Lot 1 which requires access to Mair Road, the future owner of this allotment seeking access shall make application and pay fees and bonds as set out in Council's Schedule of Fees and Charges current at the time of construction. The accessway shall be installed by the future owner to R09-1 standard in accordance with Council's Roading Policy, Policy Procedure 10 (Vehicle Accessways) and Section 6 (Roading) of the Subdivision and Land Development Bylaw 2005, current at the time of construction. The Southland District Council shall not be liable for the cost nor expenses for any such works.

Consent Notices:

5. That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be prepared and registered against the new Certificate of Title for Lot 1 to require that at the time of any future building or structure on Lot 1 which requires connection to power services, the future owner of this allotment seeking to connect to power services shall install power at their cost. The Southland District Council shall not be liable for the cost of any such connection.
6. That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be prepared and registered against the new Certificate of Title for Lot 1 to require that any future dwellinghouse to be constructed within this allotment shall be constructed entirely within the identified building platform on Lot 1.

This consent notice shall further specify that it shall be the responsibility of any future party constructing a dwellinghouse on Lot 1 to engage a licensed Cadastral Surveyor to correctly identify the physical position of the approved platform on the site, prior to the construction commencing.

7. That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be prepared and registered against the new Certificate of Title for Lot 1 to state that at the time of construction of any new dwellinghouse on Lot 1, a minimum of 14,000 litres of water shall be provided and reserved for firefighting purposes. Storage shall be in accordance with SNZ 4509:2003 New Zealand Fire Service Firefighting Water Supplies Code of Practice - Appendix B - Alternative Firefighting Water Sources.
8. That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be prepared and registered against the new Certificate of Title for Lot 1 created in accordance with this subdivision to require that any application for a building consent to erect a new dwelling on Lot 1 must be accompanied by details of a specifically designed on-site wastewater management system.

This design shall be in accordance with AS/NZS 1547:2000 On-Site Domestic Wastewater Management (or its successor). The design must take into account the findings of the site and soil evaluation included with this resource consent application (Note: surface water diversion drainage is required to ensure that the wastewater treatment area is prevented from becoming saturated). This specifically-designed on-site wastewater management system information submitted must include details of management and a maintenance schedule, and the land disposal area must be securely fenced to prevent stock from gaining access to the area.

9. That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be prepared and registered against the new Certificate of Title for Lot 1 created in accordance with this subdivision to require that any new dwellinghouse (with dwellinghouse having the meaning as specified in Section 2 of the Resource Management Act 1991) constructed within the identified building platform Lot 1 shall comply with the following:
- The maximum height of the dwellinghouse shall be restricted to 8 metres above the average ground level of the building platform
 - The exterior colour(s) of the dwelling, including the roof, shall be recessive and any exterior cladding material shall be non-reflective.

Land Use Consent Conditions:

10. That land use consent for the construction of a dwellinghouse within the approved building platform on the proposed Lot 1 is granted for a 10 year timeframe.
11. **Kōiwi Accidental Discovery**

If Kōiwi (human skeletal remains) are discovered, then work shall stop immediately and Te Ao Mārama Incorporated (Ngāi Tahu (Murihiku) Resource Management Consultants) will be advised.

They will arrange a site inspection by the appropriate Tangata whenua and their advisers, including statutory agencies, who will determine whether the discovery is likely to be extensive and whether a thorough site investigation is required.

In recognition of Section 6 of the Resource Management Act 1991 and legal requirements under the Historic Places Act 1993, there is a requirement to consult the New Zealand Historic Places Trust when archaeological sites are disturbed without authorisation previously obtained. The New Zealand Police also need to be consulted if the discovery includes Kōiwi or human remains.

Materials discovered will be handled and removed by Iwi responsible for the tikanga appropriate to their removal or preservation.

Taonga or Artefact Accidental Discovery

Taonga or artefact material (e.g. pounamu/greenstone artefacts) other than Kōiwi will be treated in a similar manner so that their importance can be determined and the environment recorded by qualified archaeologists alongside the appropriate Tangata whenua.

***In-situ* (Natural State) Pounamu/Greenstone Accidental Discovery**

Pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997, all natural state pounamu/greenstone in the Ngāi Tahu tribal area is owned by Te Rūnanga o Ngāi Tahu. The Ngāi Tahu Pounamu Resource Management Plan provides for the following measures:

- Any *in-situ* (natural state) pounamu/greenstone accidentally discovered should be reported to the Pounamu Management Officer of Te Rūnanga o Ngāi Tahu as soon as is reasonably practicable. The Pounamu Management Officer of Te Rūnanga o Ngāi Tahu will in turn contact the appropriate Kaitiaki Papatipu Rūnanga.
- In the event that the finder considers the pounamu is at immediate risk of loss such as erosion, animal damage to the site or theft, the pounamu/greenstone should be carefully covered over and/or relocated to the nearest safe ground. The find should then be notified immediately to the Pounamu Management Officer.

Contact details for the Pounamu Management Officer are as follows:

Te Rūnanga o Ngāi Tahu
Level 7, Te Waipounamu House
158 Hereford Street
PO Box 13046
Armagh
Christchurch 8141

Phone: (03) 366 4344
Fax: (03) 365 4424
Web: www.ngaitahu.iwi.nz
Pounamu Management Officer
Kaiwhakarite Tiaki Pounamu
Te Rūnanga o Ngāi Tahu

Pursuant to Section 113 of the Act, the reasons for this approval are:

- (a) The Council is satisfied that, subject to the conditions of approval as outlined, the application as proposed is in keeping with the objectives and policies of the Operative Southland District Plan 2001.

While the proposed building platform as identified on the proposed Lot 1 is closer than 150 metres to the existing building platform located on Lot 10, DP 344024, it meets the required 150 metre separation from other dwellings and other approved building platforms on adjoining properties. This proposal has been assessed against the criteria of Rule PRA.3(iii) of the District Plan, being the density of dwellings in the locality either within or outside the District, the effect on soil and water quality, the effect on indigenous flora and fauna, the effect on the roading network, the visual impact of the development and the effect on public services. In considering the assessment criteria, Council is satisfied that any adverse effects from the reduction in separation from 150 metres to 97.25 metres will be minor only.

Furthermore, it is noted the location of the building platform on the proposed Lot 1 is lower in topography than the existing building platform on Lot 10, DP 344024 and is not particularly prominent on the surrounding landscape.

- (b) Written approvals under Section 95E of the Act have been obtained from parties who were identified by Council as being potentially affected by this proposal. This determination was based on the location of parties and their proximity to the proposed building platform on Lot 1. Adjoining parties to the north of Lot 2 (which are approximately 1 kilometre from Lot 1) were not deemed to be potentially affected by the proposed location of the building platform.

Accordingly, in accordance with Section 104(3) of the Resource Management Act, the Council shall not have regard to the effects of the proposed activity on the potential affected parties who have provided written approval.

- (c) The site of the application is located in the "Coastal Resource Area" under the Southland District Plan 2001. The Coastal Resource Area has been identified in the District Plan as an area which needs to be preserved as far as practicable, from inappropriate subdivision, use and development. In this instance, the additional lot created will be utilised by a shareholder to the existing farming operation being undertaken on Lot 2. Accordingly, the condition imposed on this consent in relation to location, bulk and colour of any new dwellinghouse has been imposed in order to mitigate the effects of this development on the visual amenity of the area and on the amenity of adjacent property owners.
- (d) The Council's Area Engineer for the Toetoes Ward, Trevor Grey, has considered the application and advised that he has no opposition to the granting of this resource consent, subject to the construction of a suitably-formed vehicular access to the proposed Lot 1 as per Condition (4). This condition will mitigate any potential safety issues which could arise from utilising an unsuitable accessway.
- (e) The written approval was received from Te Ao Mārama Incorporated, as the District Plan identifies the association Māori have with the coastal environment. The standard Accidental Discovery Protocol has been included as Condition (11) of this decision to recognise that there is always a possibility that a site of cultural significance could be discovered within either of the two new allotments.
- (f) The Council's Manager - Environmental Health has considered the application and has advised that he is satisfied, subject to a suitably designed on-site effluent and wastewater system for the future dwelling on Lot 1, with the granting of this resource consent and no significant adverse environmental effects will be generated.
- (g) Council wishes to state that granting this decision does not guarantee the approval of any future subdivision and land use consent applications in this locality which are similar in configuration or scale. Any future applications will be considered on their merits and against the provisions of the relevant Southland District Plan at the time of application."

You are reminded of the rights of objection and appeal which exist in relation to this decision, in accordance with Sections 120 and 357 of the Resource Management Act 1991. The right of objection exists as this decision was made under delegated authority vested by the Council pursuant to Section 34A of the Resource Management Act 1991.

It is suggested that, if you wish to lodge an appeal, the provisions of the Resource Management Act 1991 are referred to in order to ensure that the appeal is lodged in the appropriate format. Any appeal should be lodged with:

**The Registrar
Environment Court
PO Box 2069
Christchurch 8140**

and a copy served on the Council. The appeal is required to be lodged within 15 working days of the receipt of this decision.

Advice Note:

- Pursuant to Council's Development Contributions Policy prepared under the Local Government Act 2002, a reserves contribution of 7.5% of the market value of a 1,000 m² site within the new Lot 1 will be required. This contribution is to be paid to the Council by the applicant prior to the issue of the Section 224(c) certificate by Council.

The receipt for the \$585.00 resource consent processing deposit has already been provided. The total costs in processing this decision is \$1002.20, accordingly an invoice is attached totalling \$417.20 for the additional costs which have been incurred in the processing of this resource consent.

If you require any additional information or clarification, please do not hesitate to contact the undersigned on 0800 732 732 or via email to marcus.roy@southlanddc.govt.nz.

Yours faithfully

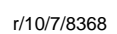
Marcus Roy
GRADUATE RESOURCE MANAGEMENT PLANNER



Resource Management Department Costing Sheet

Resource Consent 10/66 – Nicholas Leslie Grey Stratford

-	M Roy, Graduate Resource Management Planner Receive, liaise with relevant staff, prepare draft consent: 8 hours @ \$105.40, GST inclusive	=	\$843.20
-	I Nicholson, Manager Environmental Health Report on application: 0.5 hours @ \$99.00, GST inclusive	=	\$49.50
-	D Wilson, Water/Waste Department Engineer Report on application: 0.5 hours @ \$114.00, GST inclusive	=	\$57.00
-	T Grey, Area Engineer Report on application: 0.5 hours @ \$105.00, plus kms, GST inclusive	=	\$52.50
	Total		\$1002.20
	Less Deposit		\$585.00
	Invoice		\$417.20



16 November 2018

M Davies
13 Torridon Court
Queenstown 9371

Dear Mr Davies

Resource Consent 360/10/18/228 and 18/229 – M Davies – Section 127 Change of Conditions and Section 221 (3) Variation of a Consent Notice to relocate a building platform that was created under Resource Consent 10/66 – 130 Mair Road, Slope Point – Curio Bay

Thank you for your resource consent application received by Council on 18 October 2018.

Additional information was requested and all information required was received on 5 November 2018.

Your application has been considered by Resource Management department staff under delegated authority and **granted subject to the conditions** in the resource consent enclosed with this letter.

You have rights of objection and appeal in respect of this decision in accordance with Sections 120 and 357A of the Resource Management Act 1991.

I acknowledge receipt of the \$600.00 processing deposit. The total cost incurred in processing this application was \$701.00. Accordingly, an invoice for \$101.00 is enclosed.

If you have any further questions, please do not hesitate to contact the undersigned.

Yours faithfully

Scott Dickson
Graduate Resource Management Planner

Outline of Resource Consents 360/10/18/228 and 360/10/18/229

The site subject to this application is located at 130 Mair Road, Slope Point – Curio Bay and is within the Waihopai Toetoes Ward of the Southland District. The site is located in the Rural Zone, as defined by the Southland District Plan 2018 (the District Plan). Southland District Planning Map 43 shows that the site is subject to the Coastal Environment Overlay and the Haldane Bay Visual Amenity Landscape Overlay.

Resource Consent 10/66 was granted on 5 July 2010, approving a two Lot subdivision and establishing a 30 metre by 30 metre building platform on Lot 1 (130 Mair Road). A consent notice was registered on the Certificate of Title, requiring that any new dwellinghouse erected on the property be located entirely within the building platform.

This application seeks to relocate the aforementioned building platform 20 metres to the east and 2 metres to the north of its current location. The application also seeks to vary the existing consent notice. The proposed location of the building platform will be approximately 85 metres from the existing dwelling at 119 Mair Road and accordingly the proposed activity breaches Rule RURAL.1 (2) (1) (b) (i) of the District Plan.

The application states that the proposed building platform location is significantly flatter than where it is currently located. The purpose of relocating the building platform is to enhance views of Porpoise Bay, and minimise the amount of earthworks that will be required at the time of construction.

As the proposed activity fails to comply with only one performance standard, land use consent is required pursuant to Rule RURAL.3 of the District Plan as a restricted discretionary activity. Section 127 of the Resource Management Act 1991 outlines that a change of conditions application is to be considered a Discretionary Activity.

Overall the proposed activity requires resource consent as a **Discretionary Activity**.

Reasons for Approving Resource Consents 360/10/18/228 and 360/10/18/229:

- a) Council is satisfied that subject to compliance with the conditions of the resource consent as originally imposed and as amended via this variation, the adverse effect on the environment of the proposed activity will be minor only. This is based on the fact that the building platform will only be relocated a relatively small distance from its present location. Further, as the building platform is existing, the proposed activity will not permit the construction of any additional dwellings on the site.
- b) Written approval has been obtained from the owners/occupiers of 119 Mair Road (Brad and Natalie Roberts). In accordance with Sections 95D and 104 of the Resource Management Act, Council cannot have regard to the potential effects on any party who has provided written approval to the application. Council does not consider any other parties to be affected by this activity.
- c) The site of the application is not identified as a potential floodable area and there are no known sites of Iwi or archaeological significance recorded as being present at this site.
- d) This application is not subject to the 'National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health 2011' (NES) as the application site is not identified as containing any sources of potential contamination. This has been confirmed by Environment

Southland, as administrator of the Hazardous Activities and Industries List. Accordingly, Council considers that this NES has been addressed and no further assessment needs to be undertaken.

- e) Council's Community Engineer, Shaun Holland, has assessed the application and confirmed that he has no concerns with the proposed activity.
- f) The existing consent notice requires that any future dwellinghouse be constructed entirely within the building platform. In accordance with the definition of 'dwellinghouse' in the Resource Management Act, any future accessory buildings will also need to be located entirely within the building platform.
- g) The existing consent notice will be varied to reflect the new location of the building platform. The applicant has confirmed that the proposed dwelling will comply with the District Plan's maximum height of 6.5 metres within a Visual Amenity Landscape. Further, the requirement for the exterior colours of the dwelling to be recessive is now covered under Rule RURAL.1 (2) (1) (f) of the District Plan. Accordingly, Council considers it appropriate to remove the existing consent notice clause that refers to these requirements.

NAME	ADDRESS	CONSENT NO.
M Davies	130 Mair Road, Slope Point – Curio Bay	360/10/18/228 and 360/10/18/229
	Hours	
Resource Management staff	3.5 hours @ \$150.00 per hr	\$525.00
Land Information New Zealand fee – Variation of consent notice		\$176.00
	Total	\$701.00
	Deposit	\$600.00
	Invoice	\$101.00

Pursuant to the Resource Management Act 1991, Southland District Council grants to:	
M Davies	
A resource consent subject to the conditions and term set out below:	
File No(s):	Resource Consent 360/10/18/228 and 360/10/18/229
Purpose of the Consent(s):	Section 127 Change of Conditions and Section 221 (3) Variation of a Consent Notice to relocate a building platform that was created under Resource Consent 10/66.
Property Address:	130 Mair Road, Slope Point – Curio Bay
Legal Description:	Lot 1 DP 443309 which is held in Computer Freehold Register 554158
Valuation Reference:	32941026905
Date of the Decision:	16 November 2018
Term of Consent:	This consent will lapse five years from the date of the decision if not given effect to.



Marcus Roy
Team Leader - Resource Management
As
Authorised Officer

Altered Condition:

2. That the building platform on Lot 1 shall be located in accordance with the application information submitted to Southland District Council on 18 October 2018 and the site plan appended to this decision, titled '130 Mair Road, Curio Bay' and dated 13 November 2018.

Removed Condition:

9. That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be prepared and registered against the new Certificate of Title for Lot 1 created in accordance with this subdivision to require that any new dwellinghouse (with dwellinghouse having the meaning as specified in Section 2 of the Resource Management Act 1991) constructed within the identified building platform Lot 1 shall comply with the following:
 - The maximum height of the dwellinghouse shall be restricted to 8 metres above the average ground level of the building platform.
 - The exterior colour(s) of the dwelling, including the roof, shall be recessive and any exterior cladding material shall be non-reflective.

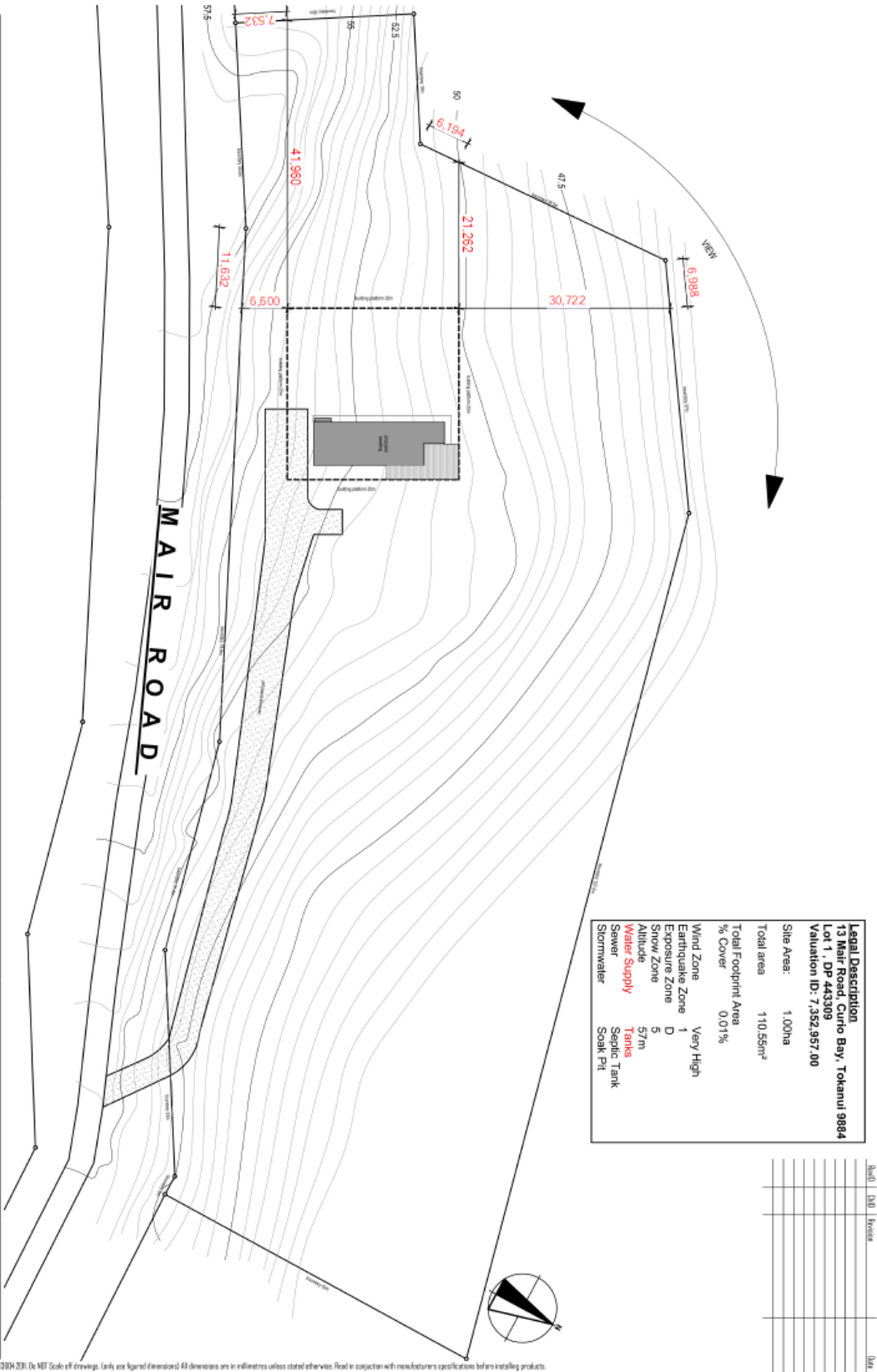
Advice Note:

- A1. The certificate authorising the variation of the consent notice registered against Lot 1 DP 443309 (Computer Freehold Register 554158) will be forwarded to LINZ by Council concurrent with the issuing of this decision. Clause 2 of the existing consent notice shall be varied as follows:

'That any new dwellinghouse (with 'dwellinghouse' having the meaning as specified in Section 2 of the Resource Management Act 1991) to be erected on Lot 1 shall be located entirely within the building platform as shown on the attached site plan, titled '130 Mair Road, Curio Bay' and dated 13 November 2018.

It shall be the responsibility of any future party constructing a dwellinghouse on Lot 1 to engage a licensed Cadastral Surveyor to correctly identify the physical position of the approved platform on the site, prior to construction commencing.'

DRAPLINE <small>DESIGN & ENGINEERING SERVICES</small> <small>5 BARNES STREET, TOWN</small> <small>CALL 0800 800 800</small> <small>WWW.DRAPLINE.CO.NZ</small>		Notes Copyright remains the property of Drapline Ltd unless specified in writing. All dimensions are in millimetres unless otherwise stated. Refer to specifications for timber strength. ALL DIMENSIONS TO BE VERIFIED ON SITE	
Job Title 130 Mair Road Curio Bay New Dwelling		Design Drawn: Phillipa Cruickshank Checked: Creation Date: 13/11/2018	
Client Name Mark Davies		Scale 1:500 Drawing Number 201	



All construction to comply with NZS3804:2018. Do NOT Scale off drawings. Only use figured dimensions! All dimensions are in millimetres unless stated otherwise. Read in conjunction with manufacturers specifications before installing products.



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




R.W. Muir
Registrar-General
of Land

Constituted as a Record of Title pursuant to Sections 7 and 12 of the Land Transfer Act 2017 - 12 November 2018

Identifier 554158
Land Registration District Southland
Date Issued 14 May 2012

Prior References
SL12A/939

Estate Fee Simple
Area 1.0009 hectares more or less
Legal Description Lot 1 Deposited Plan 443309
Original Registered Owners
South Coast Dairy Limited

Interests

Excepting and reserving all minerals within the meaning of the Land Act 1924
Subject to Section 315 Land Act 1924
8104405.4 Mortgage to Westpac New Zealand Limited - 1.4.2009 at 3:31 pm
9004367.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.5.2012 at 11:10 am
9103307.1 Discharge of Mortgage 8104405.4 - 3.7.2012 at 2:55 pm
9103307.2 Transfer to Nicholas Leslie Grey Stratford and Daniela Christine Stratford - 3.7.2012 at 2:55 pm
9374542.1 Mortgage to Murray Philip Stratford, June Elizabeth Stratford and Neville Gordon Low - 30.5.2013 at 2:37 pm
11267102.1 Discharge of Mortgage 9374542.1 - 2.11.2018 at 4:46 pm
11267102.2 Transfer to Mark William Davies and Katherine Mary Davies - 2.11.2018 at 4:46 pm
11292438.1 Variation of Consent Notice 9004367.1 pursuant to Section 221(5) Resource Management Act 1991 - 22.11.2018 at 7:00 am
12071009.1 Transfer to Mark William Davies, Katherine Mary Davies and BCO Trustees (2020) Limited - 30.3.2021 at 12:22 pm



Cell: 0274 969 177
admin@southlandbuilding.co.nz



PRE-PURCHASE PROPERTY REPORT

120 Mair Road, Curio Bay



HOUSE REPORT

120 MAIR ROAD, CURIO BAY

Prepared for: M Davies

Date: 8 May 2025

Inspection carried out by: Graham Sinclair (Licensed Building Practitioner), Southland Building Ltd

LAYOUT

The dwelling at the above address is a single storey dwelling. The house consists of three bedrooms (one with ensuite), one bathroom, kitchen/dining/lounge, laundry in a cupboard with a freestanding two bay pole shed.

Following the inspection of the dwelling at the above address, the following was noted (please see notes attached to this report):

EXTERIOR

Foundation:

The dwelling is sitting on timber piles. These appear to be in good condition.

Flooring:

The flooring is Pynaflor (or similar). Unable to view the flooring from the subfloor due to insulation fitted. While in the subfloor it was noted that the stormwater pipe to the north had broken its support and is sagging.



The access to the subfloor is from the exterior.

Ground levels:

The ground levels are correct in relation to the dwelling.

Wall Cladding:

The exterior cladding is vertical coloursteel and vertical timber over a timber frame. This is in good condition.

Exterior Windows:

The windows are double-glazed aluminium. These windows are in good condition. There is tape over the vent holes to the south entry window and to one set of drain holes to the south-east dining area window.



This may be to stop wind driven rain entering. Caps can be sought and fitted to stop this problem. There is minor staining to the reveals of these windows.



There appeared to be no current leaking and no elevated moisture levels (using a non-invasive moisture metre) to the interior.

Exterior Doors:

The lounge had an aluminium stacker sliding door and a double-glazed aluminium sliding door. These are both in good condition with functioning locks.

The back door is a double-glazed aluminium door and this is in good condition with functioning lock.

Eaves (soffits):

The soffits are timber. These are in good condition.

Barge flashings:

The barge flashings are in good condition.

Spouting:

The spouting is metal and this is in good condition. Some of the spouting requires to be cleaned out.



All downpipes are correctly fixed to the building.

Roof:

This is a pitched and trussed roof. The roofing material is corrugated colour steel. This is in good condition.





No evidence of leaking from inside the roof cavity. The manhole is located in the south entry.

INTERIOR

Wall Linings:

The wall linings are ply. These linings are in good condition.

Interior Ceiling Linings:

The ceilings are ply. These linings are also in good condition.

Interior Doors:

The interior doors are flush panel doors. All doors were working at the time of inspection and in good condition.

All knobs and handles working correctly.

Insulation:

There is fibreglass batts installed in the ceiling cavity and these are in good condition at approximately 150mm in thickness.



Insulation will have been installed in the exterior walls during construction due to the age of the dwelling.

Decor:

The interior is decorated in paint and polyurethane. This is in good condition.

Floor coverings:

The bathroom/ensuite floor coverings appeared to be in good condition.

Kitchen:

The kitchen is in good condition. All joinery doors and drawers are functioning correctly. There was no leaking evident in the tap, waste or dishwasher. The rangehood is correctly vented to the exterior. Bench sealant correct.

Bathroom:

The shower is in good condition. There is a small leak between the screen and base.



No leaking was evident in the wall-hung vanity which is in good condition. The tap is slightly loose.



Sealant correct. The toilet is in good condition and correctly fixed to the floor. Ventilation by an opening window and an extractor, correctly vented to the exterior. There is a functioning wall-mounted heater.

Ensuite:

The shower is in good condition. There is a small leak between the screen and base.



The freestanding bath is in good condition with no sign of leaking. No leaking was evident in the wall-hung vanity which is in good condition. The tap is slightly loose.



Sealant correct. The toilet is in good condition and correctly fixed to the floor. Ventilation by an opening window and an extractor, correctly vented to the exterior. There is a functioning wall-mounted heater.

Hot Water Heating:

The hot water heating is from a gas system. Gas bottles are correctly secured to the building. There appeared to be good water pressure.

Laundry:

The washing machine is directly plumbed with no tub unit in the south entry.

Heating:

The heating is by a heat pump in the living area.

Smoke Alarms:

Two functioning alarms are installed in the hallway and one in the centre-north bedroom.

Pole shed:

This appeared to be in good condition. One bay is fitted with a roller door. Unable to test as this was locked. The ground is built up and in contact with the cladding to one face.



This may cause rust in the future.

Miscellaneous:

The deck area and pergola are in good condition.



COUNCIL FILE INSPECTION:

The house was constructed in 2019 and is code compliant. There are plans on file. The pole shed was constructed in 2019 and is code compliant.

GENERAL:

The inspection of the dwelling was undertaken following a period of average rainfall and not raining at the time of inspection.

Please read the 'Important Information' sheet following which forms part of this report.

Graham Sinclair
Manager
Licensed Building Practitioner

IMPORTANT INFORMATION:

- 1 This report is not an all-encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. It is not a structural report and should you require that advice you should contact a structural engineer.
- 2 This is a visual inspection only limited to those areas and sections of the property fully accessible and visible on the date of the inspection. The inspection did not include breaking apart, dismantling, removing or moving objects including but not limited to, foliage, mouldings, roof insulation, floor or wall coverings, ceilings, floors, furnishings, appliances or personal possessions. The inspection did not dig, gouge, force or perform any other invasive procedure.
- 3 This report does not and cannot make comment upon defects that may have been concealed.
- 4 This report is not a guarantee that other defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property.
- 5 This report does not cover an electrical report. In the interests of safety, prospective purchasers should have an electrical report carried out by a suitable qualified contractor.
- 6 This report does not cover any plumbing leaks that may have been not evident on the day of the inspection or covered up.
- 7 This report does not cover the functionality of fireplaces, gas hot water or heating systems, freestanding fire units or other forms of heating. Prospective purchasers should enquire as to functionality of heating source, when the flue was cleaned (for solid fuel burners). If any doubt exists on safety, it would be advisable to contact a suitable qualified contractor.
- 8 Southland Building Limited has provided this report in good faith as per the visual inspection undertaken, however Southland Building Limited shall not be liable for any omissions, direct or consequential damage, loss or expenses which do not flow directly or naturally from a breach of this Agreement arising whether in contract or in tort (including that resulting from the negligence of the Owner, or arising by operation of law) and whether suffered by the client and/or any third party.
- 9 This report does not cover any issues relating to the presence of lead paint, asbestos, or any chemicals affecting the property including the potential contamination of the property resulting from the manufacture and use of any drugs including methamphetamine.
- 10 This report includes information provided to Southland Building Limited by the local Territorial Authority and there may be no reliance that all information relating to the property has been disclosed by this Authority.
- 11 This report has been prepared at the request of the person to whom it is addressed and is for their purposes only. This report may not be relied upon by any other person or entity without the prior obtained consent of Southland Building Limited.
- 12 Concrete tile roofs will be inspected from all sides of the building however a complete visual inspection cannot be undertaken if the roof is brittle or showing signs of age and therefore cannot be accessed safely and/or may result in further damage.
- 13 If borer is noted in the property, however minor, it is likely that this may be in other areas of the house and may not be able to be noticeably viewed during the inspection. Borer damage may be behind furniture, flooring, curtains etc. It is recommended that if borer is noted, annual borer treatment be undertaken using a pest destruction business.

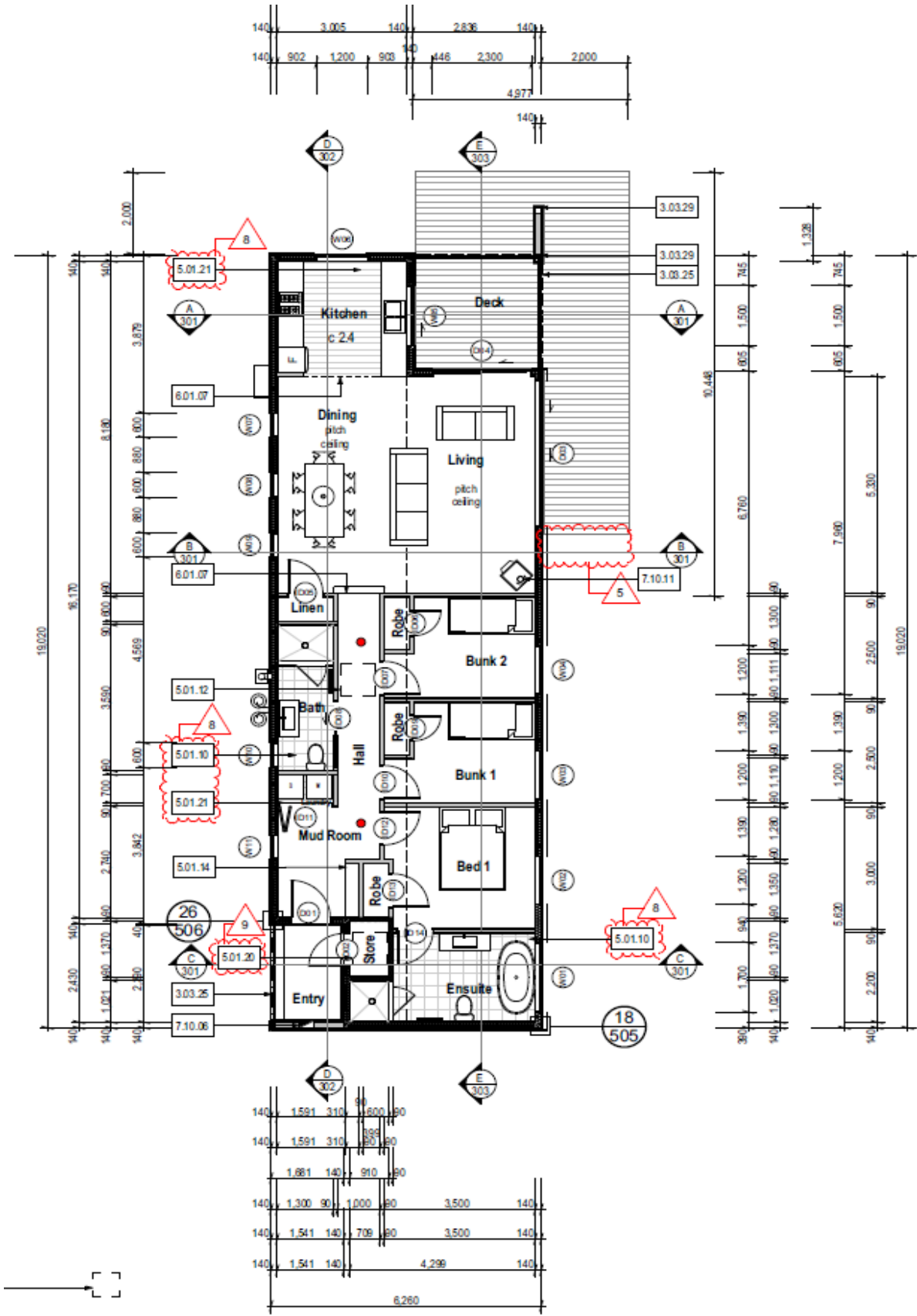
DEFINITIONS:

- 1 Good – the item or area inspected appears to be in serviceable or sound condition without any significant visible defects at the time of the inspection given the age of the property.
- 2 Average – the overall condition is consistent with dwellings of approximately the same age and construction. There may be areas requiring minor repair or maintenance. There were no major matters that required attention or rectification as visible at the time of inspection.
- 3 Fair – the item or area inspected exhibits some minor defects, minor damage or wear and tear and may require some maintenance.
- 4 Poor – the item or area inspected requires significant repairs or replacement and may be in a badly neglected state due to age or lack of maintenance.

NB: The classification is in relation to the age of the dwelling.

House Specification/Notes and Floor Plan

Floor Area	111m2	House
	42m2	Garage/Shed
	153m2	Total
Bedrooms	x 3	All with built-in wardrobes (lockable)
Bathrooms	x 2	Both with showers. One with freestanding bath.
Cladding	Southland larch rainscreen x 3 elevations Scoria Corrugate x 1 elevation	
Roofing	Scoria Corrugate	
Interior linings	Select grade ply with clear coat Wide groove bandsawn grooved ply to bedrooms and living ceilings	
Heating	Heat pump to living/dining/kitchen Radiators to all bedrooms All heating is wifi app based and can be controlled remotely. Fan heaters and mirror demisters in bathrooms	
Lighting	All LED light fittings in ceiling	
Separate Laundry		
Lockable pantry/storage to kitchen/living area		
Covered entry door porch		
Covered outdoor seating/dining area with expansive views over Curio Bay		
Garage/Shed	One side with roller door (lockable)	
Entry cupboard	External storage (lockable)	



Benchmark/Recent Property Transactions (since 2022)

Property Address	Sale Price	Sale Year	Floor area (incl Garage)	Section area (m2)	Location		Beds	Baths	Garage	Approx age	Architecturally Designed	Specification/Use Permanent	Bach
497 Waikawa-Curio Bay rd	\$ 1,050,000	2024	70	800	Y		2	1	No	2000s	Y		Y
491 Waikawa-Curio Bay rd	\$ 1,125,000	2022	121	895	Y		3	1	No	1990s	N	Y	
18 Antrim Street, Waikawa	\$ 750,000	2025	?	1012		Y	3	2	2	1970/80s	N	Y	
501 Waikawa-Curio Bay rd	\$ 900,000	2022	80	?	Y		3	1	No	1960s	N		Y
120 Mair Road, Curio Bay		2025	153	10000		Y	3	2	2	2019	Y	Y	

Links to Homes.co.nz

497 Waikawa-Curio Bay rd	https://homes.co.nz/address/tokanui/curio-bay/497-waikawa-curio-bay-road/85eVr
491 Waikawa-Curio Bay rd	https://homes.co.nz/address/tokanui/curio-bay/491-waikawa-curio-bay-road/gPxkB
18 Antrim Street, Waikawa	https://homes.co.nz/address/tokanui/waikawa/18-antrim-street/951ZP
501 Waikawa-Curio Bay rd	https://homes.co.nz/address/tokanui/curio-bay/501-waikawa-curio-bay-road/RPkVE

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR:

MARK DAVIES, KATHERINE DAVIES, BCO TRUSTEES (2020) LIMITED
AS TRUSTEES OF THE HOMEVILLE TRUST.

PURCHASER:

and/or nominee

The vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement:

Yes/No

PROPERTY

Address:

120 MAIR ROAD, CURIO BAY.

Estate:

FEE SIMPLE

LEASEHOLD

STRATUM IN FREEHOLD

STRATUM IN LEASEHOLD

CROSSLEASE (FEE SIMPLE)

CROSSLEASE (LEASEHOLD)

(fee simple if none is deleted)

Legal Description:

Area (more or less): 1.0009 Lot/Flat/Unit:

1

DP: 443309

Unique Identifier or CT:

554158

PAYMENT OF PURCHASE PRICE

Purchase price: \$

Plus GST (if any) OR Inclusive of GST (if any)

If neither is deleted, the purchase price includes GST (if any).

GST date (refer clause 14.0):

Deposit (refer clause 2.0): \$

Balance of purchase price to be paid or satisfied as follows:

(1) By payment in cleared funds on the settlement date which is

OR

(2) in the manner described in the Further Terms of Sale.

Interest rate for late settlement:

% p.a.

CONDITIONS (refer clause 10.0)

Finance condition

LIM required: (refer clause 10.2)

Yes/No

Lender:

Building report required: (refer clause 10.3)

Yes/No

Amount required:

OIA Consent required: (refer clause 10.4)

Yes/No

Finance date:

Land Act/OIA date:

TENANCIES (if any)

Name of tenant:

N/A

Bond:

Rent:

Term:

Right of renewal:

SALE BY:

Licensed Real Estate Agent under Real Estate Agents Act 2008

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

Release date: 14 November 2017

GENERAL TERMS OF SALE

1.0 Definitions, time for performance, notices, and interpretation

1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (3) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (4) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (5) "Cleared funds" means:
 - (a) An electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines; or
 - (b) A bank cheque, but only in the circumstances permitted by the PLS Guidelines and only if it has been paid strictly in accordance with the requirements set out in the PLS Guidelines.
- (6) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (7) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (8) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (9) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (10) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (11) "LINZ" means Land Information New Zealand.
- (12) "Local authority" means a territorial authority or a regional council.
- (13) "OIA Consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (14) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society.
- (15) "Property" means the property described in this agreement.
- (16) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (17) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (18) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under subclause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (19) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (20) "Settlement date" means the date specified as such in this agreement.
- (21) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (22) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (23) "Unit title" means a unit title under the Unit Titles Act 2010.
- (24) The terms "principal unit", "accessory unit", "owner", "unit plan", and "unit" have the meanings ascribed to those terms in the Unit Titles Act 2010.
- (25) The term "rules" includes both body corporate rules under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.
- (26) The terms "building", "building consent", "code compliance certificate", "compliance schedule", "household unit", and "commercial on-seller" have the meanings ascribed to those terms in the Building Act.
- (27) The term "title" includes where appropriate a computer register within the meaning of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (28) The terms "going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", and "taxable activity" have the meanings ascribed to those terms in the GST Act.
- (29) The terms "tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 1952.
- (30) The terms "associated person", "conveyancer", "residential land purchase amount", "offshore RLWT person", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (31) The term "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (32) "Working day" means any day of the week other than:
 - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
 - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of subclause 10.2(2) the 15th day of January) in the following year, both days inclusive; and
 - (d) the day observed as the anniversary of any province in which the property is situated.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- (33) Unless a contrary intention appears on the front page or elsewhere in this agreement:
 - (a) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
 - (b) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

1.2 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 1.2(2).

1.3 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by facsimile; or
 - (iv) by email; or
 - (v) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in subclause 1.3(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
 - (c) in the case of facsimile transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the lawyer's office;
 - (d) in the case of email, when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement;

- (e) In the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
 - (f) in the case of sending by secure web document exchange, at the time when in the ordinary course of operation of that secure web document exchange, a notice posted by one party is accessible for viewing or downloading by the other party.
 - (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.
 - (6) In accordance with section 222 of the Contract and Commercial Law Act 2017, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of an electronic communication, subject to the rules regarding service set out above.
- 1.4 Interpretation
- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
 - (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
 - (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
 - (4) Headings are for information only and do not form part of this agreement.
 - (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
 - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and
 - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and
 - (3) where the property is a unit title:
 - (a) a pre-settlement disclosure statement, certified correct by the body corporate, under section 147 of the Unit Titles Act 2010; and
 - (b) an additional disclosure statement under section 148 of the Unit Titles Act 2010 (if requested by the purchaser within the time prescribed in section 148(2)),
 have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 149(2) of the Unit Titles Act 2010 to postpone the settlement date until after the disclosure statements have been provided; or
 - (4) this agreement is cancelled pursuant to subclause 6.2(3)(c) or avoided pursuant to subclause 10.8(5) or, where the property is a unit title and the purchaser having the right to cancel this agreement pursuant to section 151(2) of the Unit Titles Act 2010 has cancelled this agreement pursuant to that section, or has waived the right to cancel by giving notice to the vendor, or by completing settlement of the purchase.

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
 - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property on or before the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property and the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incoming in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. If the vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date.
- 3.6 The purchaser's lawyer shall:
 - (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
 - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
 - (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
 - (2) prior to settlement:
 - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
 - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
 - (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under subclause 3.12 or 3.14);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in subclause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
 - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in subclause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
 - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement.
- 3.9 All obligations under subclause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement, provided that where payment by bank cheque is permitted under the PLS Guidelines, payment may be made by the personal delivery of a bank cheque to the vendor's lawyer's office, so long as it is accompanied by the undertaking from the purchaser's lawyer required by those Guidelines.

Last Minute Settlement

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last minute settlement"), the purchaser shall pay the vendor:
 - (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last minute settlement; and
 - (2) if the day following the last minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this subclause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
 - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
 - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
 - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to subclause 3.12(1).
- 3.13 Where subclause 3.12(1) applies and the parties are unable to agree upon any amount claimed by the vendor for additional expenses and damages:
- (1) an interim amount shall on settlement be paid to a stakeholder by the purchaser until the amount payable is determined;
 - (2) the interim amount must be a reasonable sum having regard to all of the circumstances;
 - (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
 - (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (6) the amount determined to be payable shall not be limited by the interim amount; and
 - (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

Vendor Default: Late Settlement or Failure to Give Possession

- 3.14 (1) For the purposes of this subclause 3.14:
- (a) the default period means:
 - (i) in subclause 3.14(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in subclause 3.14(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in subclause 3.14(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.14(2)(b) during the default period. A purchaser in possession under this subclause 3.14(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 3.14(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of subclause 3.14(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.14(2)(b) during the default period.
- (6) The provisions of this subclause 3.14 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) Where the parties are unable to agree upon any amount payable under this subclause 3.14:
- (a) an interim amount shall on settlement be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined;
 - (b) the interim amount shall be the lower of:
 - (i) the amount claimed; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date.
 - (c) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (d) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (e) the amount determined to be payable shall not be limited by the interim amount; and
 - (f) if the parties cannot agree on a stakeholder the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

Deferment of Settlement and Possession

- 3.15 If
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.16 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.17 If
- (1) the property is a unit title;
 - (2) the settlement date is deferred pursuant to either subclause 3.15 or subclause 3.16; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in subclause 9.2(3),
- then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to subclause 3.15, to the tenth working day following the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to subclause 3.16, to the tenth working day following the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 3.18 (1) Where
- the transfer of the property is to be registered against a new title yet to be issued; and
 - a search copy, as defined in section 172A of the Land Transfer Act 1952, of that title is not obtainable by the tenth working day prior to the settlement date,
 - then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day following the later of the date on which:
 - the vendor has given the purchaser notice that a search copy is obtainable; or
 - the requisitions procedure under clause 6.0 is complete.
- (2) Subclause 3.18(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to issue.

4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - any costs payable by the vendor under subclause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under subclause 4.1(1), then the purchaser may:
- defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this subclause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to subclause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to subclause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- the costs payable by the vendor under subclause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
- if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - if the property is not untenable on the settlement date the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - in the case of a property zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in subclause 8.4 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:
- the tenth working day after the date of this agreement; or
 - the settlement date.
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 172A of the Land Transfer Act 1952 is obtainable.
- (3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:
- the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;
 - if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;
 - if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.
- (4) In the event of cancellation under subclause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.
- 6.3 (1) If the title to the property being sold is a cross lease title or a unit title and there are:
- in the case of a cross lease title:
 - alterations to the external dimensions of any leased structure; or
 - buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted user covenant;
 - in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- then the purchaser may requisition the title under subclause 6.2 requiring the vendor:
- in the case of a cross lease title, to deposit a new plan depicting the buildings or structures and register a new cross lease or cross leases (as the case may be) and any other ancillary dealings in order to convey good title; or
 - in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.

- (2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.
- 6.4 Except as provided by sections 36 to 42 of the Contract and Commercial Law Act 2017, no error, omission, or misdescription of the property or the title shall enable the purchaser to cancel this agreement but compensation, if claimed by notice before settlement in accordance with subclause 8.1 but not otherwise, shall be made or given as the case may require.
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

7.0 Vendor's warranties and undertakings

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party; or
 - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at settlement:
- (1) The chattels and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure so to deliver them shall only create a right of compensation.
 - (2) All electrical and other installations on the property are free of any charge whatsoever.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property.
 - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - (c) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
- has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- (9) Any chattels included in the sale are the unencumbered property of the vendor.
- 7.3 If the property is or includes part only of a building, the warranty and undertaking in subclause 7.2(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 7.4 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.
- 7.5 If the purchaser has not validly cancelled this agreement, the breach of any warranty or undertaking contained in this agreement does not defer the obligation to settle but that obligation shall be subject to the rights of the purchaser at law or in equity, including any rights under subclause 6.4 and any right of equitable set-off.

8.0 Claims for compensation

- 8.1 If the purchaser claims a right to compensation either under subclause 6.4 or for an equitable set-off:
- (1) the purchaser must serve notice of the claim on the vendor on or before the last working day prior to settlement; and
 - (2) the notice must:
 - (a) in the case of a claim for compensation under subclause 6.4, state the particular error, omission, or misdescription of the property or title in respect of which compensation is claimed;
 - (b) in the case of a claim to an equitable set-off, state the particular matters in respect of which compensation is claimed;
 - (c) comprise a genuine pre-estimate of the loss suffered by the purchaser; and
 - (d) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 8.2 For the purposes of subclause 8.1(1), "settlement" means the date for settlement fixed by this agreement unless, by reason of the conduct or omission of the vendor, the purchaser is unable to give notice by that date, in which case notice may be given on or before the last working day prior to the date for settlement fixed by a valid settlement notice served by either party pursuant to subclause 11.1.
- 8.3 If the amount of compensation is agreed, it shall be deducted on settlement.
- 8.4 If the amount of compensation is disputed:
- (1) an interim amount shall be deducted on settlement and paid by the purchaser to a stakeholder until the amount of the compensation is determined;
 - (2) the interim amount must be a reasonable sum having regard to all of the circumstances;
 - (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
 - (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (6) the amount of compensation determined to be payable shall not be limited by the interim amount; and
 - (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.
- 8.5 The procedures prescribed in subclauses 8.1 to 8.4 shall not prevent either party taking proceedings for the specific performance of the contract.

9.0 Unit title and cross lease provisions

Unit Titles

- 9.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act 2010 ("the Act") require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.
- 9.2 If the property is a unit title, the vendor warrants and undertakes as follows:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
 - (3) Not less than five working days before the settlement date, the vendor will provide:
 - (a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Act; and
 - (b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
 - (4) There are no other amounts owing by the owner under any provision of the Act or the Unit Titles Act 1972.
 - (5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (6) No order or declaration has been made by any Court against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
 - (7) The vendor has no knowledge or notice of any fact which might give rise to or indicate the possibility of:
 - (a) the owner or the purchaser incurring any other liability under any provision of the Act or the Unit Titles Act 1972; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
 - (8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.
 - (9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.
 - (10) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan; or
 - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan, which has not been disclosed in writing to the purchaser.
 - (11) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.
- 9.3 If the property is a unit title, in addition to the purchaser's rights under sections 149 and 150 of the Act, and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 in accordance with the requirements of subclause 9.2(3), the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date.
- 9.4 If the property is a unit title, each party specifies that:
- (1) the facsimile number of the office of that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Act; and
 - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Act.
- 9.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of this agreement.

Unauthorised Structures – Cross Leases and Unit Titles

- 9.6 (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
- (a) in the case of a cross lease title, any required lessors' consent; or
 - (b) in the case of a unit title, any required body corporate consent,
- the purchaser may demand within the period expiring on the earlier of:
- (i) the tenth working day after the date of this agreement; or
 - (ii) the settlement date,
- that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
- (2) Should the vendor be unwilling or unable to obtain a current consent then the procedure set out in subclauses 6.2(3) and 6.2(4) shall apply with the purchaser's demand under subclause 9.6(1) being deemed to be an objection and requisition.

10.0 Conditions and mortgage terms

Particular Conditions

- 10.1 If particulars of any finance condition(s) are inserted on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance in terms of those particulars on or before the finance date.
- 10.2 (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
- (a) that LIM is to be obtained by the purchaser at the purchaser's cost;
 - (b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and
 - (c) this agreement is conditional upon the purchaser approving that LIM provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of subclause 10.8(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of subclause 10.8(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.
- 10.3 If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the tenth working day after the date of this agreement a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment. The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods. Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report. The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent. If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 10.8(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 10.4 (1) If the purchaser has indicated on the front page of this agreement that OIA Consent is required, this agreement is conditional upon OIA Consent being obtained on or before the Land Act/OIA date shown on the front page of this agreement, the purchaser being responsible for payment of the application fee.
- (2) If the purchaser has indicated on the front page of this agreement that OIA Consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA Consent.
- 10.5 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is subject to the vendor obtaining the necessary consent by the Land Act/OIA date shown on the front page of this agreement.
- 10.6 If the Land Act/OIA date is not shown on the front page of this agreement that date shall be the settlement date or a date 65 working days from the date of this agreement whichever is the sooner.
- 10.7 If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

Operation of Conditions

- 10.8 If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
 - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
 - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
 - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
 - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
 - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

Mortgage Terms

- 10.9 Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 10.10 If the vendor is to advance mortgage moneys to the purchaser then, unless otherwise stated, the mortgage shall be in the appropriate "fixed sum" form currently being published by Auckland District Law Society Incorporated.

11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
 (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able, and willing to proceed to settle in accordance with this agreement or is not so ready, able, and willing to settle only by reason of the default or omission of the other party.
 (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to subclause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
 - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
 (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
 (3) The vendor may give a settlement notice with a notice under this subclause.
 (4) For the purpose of this subclause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to subclause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
 - (a) sue the purchaser for specific performance; or
 - (b) cancel this agreement by notice and pursue either or both of the following remedies namely:
 - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
 - (ii) sue the purchaser for damages.
 - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
 - (3) The damages claimable by the vendor under subclause 11.4(1)(b)(i) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
 - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
 - (4) Any surplus money arising from a resale as aforesaid shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
 - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
 - (2) settlement;
 - (3) the transfer of title to the property;
 - (4) delivery of the chattels (if any); or
 - (5) registration of the transfer of title to the property.

13.0 Agent

- 13.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor appoints as the vendor's agent to effect the sale. The vendor shall pay the agent's charges including GST for effecting such sale.
- 13.2 The agent may provide statistical data relating to the sale to the Real Estate Institute of New Zealand Incorporated.

14.0 Goods and Services Tax

- 14.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
 - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
 - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST;
 - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
 - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1).
- 14.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 14.3 The vendor warrants that any dwelling and curtilage or part thereof supplied on sale of the property are not a supply to which section 5(16) of the GST Act applies.

- 14.4 (1) Without prejudice to the vendor's rights and remedies under subclause 14.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
- (3) The vendor may give a settlement notice under subclause 11.1 with a notice under this subclause.

15.0 Zero-rating

- 15.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement is correct at the date of this agreement.
- 15.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 15.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
 - (2) the recipient is and/or will be at settlement a registered person;
 - (3) the recipient intends at settlement to use the property for making taxable supplies; and
 - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 15.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 15.5 If any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, the purchaser shall notify the vendor of the altered particulars and of any other relevant particulars in Schedule 1 which may not have been completed by the purchaser as soon as practicable and in any event no later than two working days before settlement. The purchaser warrants that any altered or added particulars will be correct as at the date of the purchaser's notification. If the GST treatment of the supply under this agreement should be altered as a result of the altered or added particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 15.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
 - (2) that part is still being so used at the time of the supply under this agreement,
- the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 15.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
 - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in subclauses 15.3 and 15.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.

16.0 Supply of a Going Concern

- 16.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated herein:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
 - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
 - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
 - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 16.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 14.0 of this agreement shall apply.

17.0 Limitation of Liability

- 17.1 If any person enters into this agreement as trustee of a trust, then:
- (1) That person warrants that:
 - (a) the person has power to enter into this agreement under the terms of the trust;
 - (b) the person has properly signed this agreement in accordance with the terms of the trust;
 - (c) the person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this agreement; and
 - (d) all of the persons who are trustees of the trust have approved entry into this agreement;
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

18.0 Counterparts

- 18.1 This agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this agreement by signing a counterpart copy and sending it to the other party, including by facsimile or e-mail.

FURTHER TERMS OF SALE

- This agreement is entirely conditional upon the Purchaser completing a due diligence of this property and the Purchaser being satisfied in all respects with the information/investigations it obtains in the due diligence process. In completing the due diligence the Purchaser will (but not by way of limitation) be investigating the Council; Commercial; building and general property matters in respect of the property. The purchaser shall not be bound to give reasons why it came to its decision in the event that the condition is not satisfied. This condition is to be satisfied Working days from the date of this Agreement and is inserted for the sole benefit of the Purchaser.

SCHEDULE 1**(GST Information – see clause 15.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

Section 1

1.	The vendor's registration number (if already registered):	
2.	Part of the property is being used as a principal place of residence at the date of this agreement. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
3.	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
4.	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 3 and 4 is "No", go to question 7

5.	The purchaser's details are as follows:	
	(a) Full name:	
	(b) Address:	
	(c) Registration number (if already registered):	
6.	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
	OR The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
7.	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No

If the answer to question 7 is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

Section 2

8.	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
9.	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 8 and 9 is "No", there is no need to complete this Schedule any further.

10.	The nominee's details (if known to the purchaser) are as follows:	
	(a) Full name:	
	(b) Address:	
	(c) Registration number (if already registered):	
11.	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
	OR The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop").	Yes/No

SCHEDULE 2

List all chattels included in the sale
(strike out or add as applicable)

Stove Fixed floor coverings Blinds Curtains Light fittings

WARNING (This warning does not form part of this agreement)

This is a binding contract. Read the information set out on the back page before signing.

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Agents Authority.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010.

Signature of Purchaser(s):

Signature of Vendor(s):

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (ADLS form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (ADLS form code: 4997WFP).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].



BEFORE SIGNING THE AGREEMENT

- It is recommended both parties seek professional advice before signing. This is especially so if:
 - there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
 - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
 - the property is vacant land in the process of being subdivided or there is a new unit title or cross lease to be issued. In these cases additional clauses may need to be inserted.
 - there is any doubt as to the position of the boundaries.
 - the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- The purchaser should investigate the status of the property under the Council's District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a unit title or cross lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, before the purchaser enters into the agreement:
 - the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010;
 - the purchaser should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate's long term maintenance plan and enquire whether the body corporate has imposed or proposed levies for a long term maintenance fund or any other fund for the maintenance of, or remedial or other work to, the common property.
- The vendor should ensure the warranties and undertakings in clauses 7.0 and 9.0:
 - are able to be complied with; and if not
 - the applicable warranty is deleted from the agreement and any appropriate disclosure is made to the purchaser.
- Both parties should ensure the chattels list in Schedule 2 is accurate.
- Before signing this agreement, both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.

THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

THE PURCHASER IS ENTITLED TO A COPY OF ANY SIGNED OFFER AT THE TIME IT IS MADE.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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DATE:

VENDOR:

MARK DAVIES, KATHERINE DAVIES, BCO TRUSTEES
(2020) LTD AS TRUSTEES OF THE HOMEVILLE TRUST

Contact Details:

38 OREGON DRIVE, QUEENSTOWN

DAVIESMW@HOTMAIL.CO.UK

VENDOR'S LAWYERS:

Firm: BERRY & CO

Individual Acting: MATTHEW EDWARDS

Contact Details: QUEENSTOWN

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Contact Details:

LICENSED REAL ESTATE AGENT:

Agent's Name:

Manager:

Salesperson:

Contact Details:

Listing Salesperson:

Disclaimer

We are selling this property privately and are not a professional real estate agent. We are providing information to the best of our knowledge and belief, but we do not make any guarantees or warranties about the property's condition. Potential buyers are responsible for conducting their own inspections, investigations, and valuations before making an offer. We are aware of no specific issues other than those highlighted in the Building Inspection Report. We encourage buyers to obtain professional inspections, including a building report and moisture report, to assess the property's condition. We are not responsible for any damages, losses, or expenses incurred by the buyer as a result of their reliance on the information provided. It's highly recommended that buyers seek independent legal advice before entering into a sale agreement.

May 2025