

Welcome to...

14 Nairn Street, Spreydon

RayWhite



Manny McIvor

Licensee Salesperson (REAA 2008)

021 388 924

manny.mcivor@raywhite.com

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Passing Over of Information Disclaimer/Statement

The RayWhite logo is located in the top right corner of the page. It consists of the word "RayWhite" in a bold, black, sans-serif font, with a registered trademark symbol (®) to the upper right of the word. The logo is set against a solid yellow rectangular background.

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Buying or selling your property?

New Zealand Residential
Property Sale and Purchase
Agreement Guide

Brought to you by the
Real Estate Authority



This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information



About settled.govt.nz and the Real Estate Authority

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

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

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. It'll help you feel more in control and help to get you settled. You can find information about the risks, how they can impact you, and get useful tips on how to avoid some of the major potential problems.

You'll learn your tender from your BBO, your price by negotiation from your auction. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, settled.govt.nz explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority (REA). REA is the independent government agency that regulates the New Zealand real estate industry. Our aim is to promote and protect the interests of consumers involved in real estate transactions, and to promote a high standard of professionalism and service in the industry.



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

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



Key things to know about sale and purchase agreements



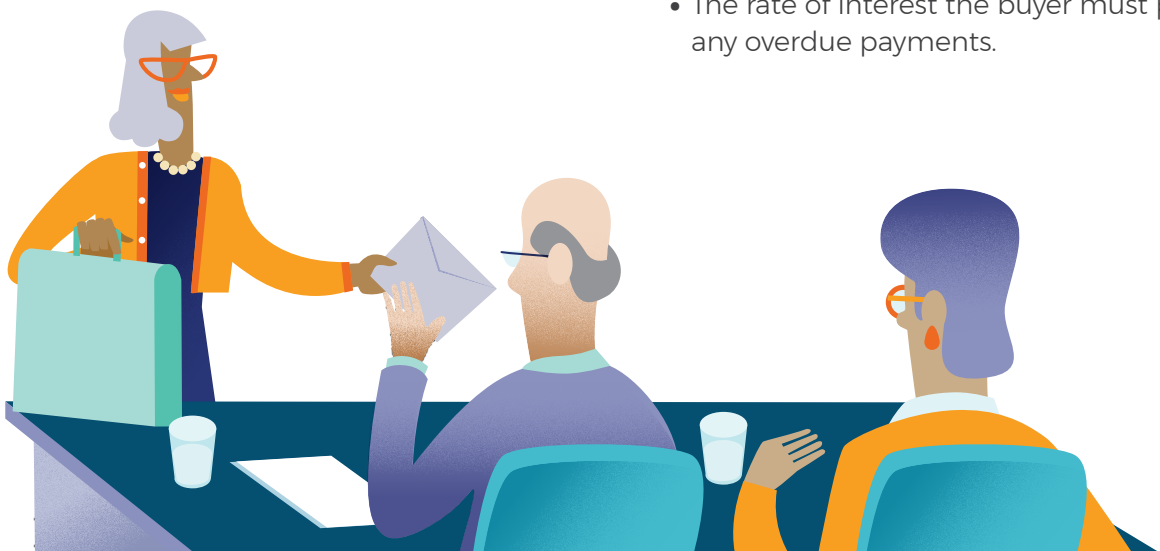
- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate the conditions in a sale and purchase agreement.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- The real estate agent is working for the seller of the property but must treat the buyer fairly.
- If your agent or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you an independent registered valuation of your property.

What a sale and purchase agreement is

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

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

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



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

What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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

General obligations and conditions you have to comply with

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

- access rights – what access the buyer can have to inspect the property before settlement
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs.

Your lawyer will explain these clauses to you.

Specific conditions a buyer may include

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

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan



The agent helps the buyer and the seller to include the conditions they each want. Even though the agent works for the seller, they also have to deal fairly and honestly with the buyer. They can't withhold any information, and they must tell the buyer about any known defects with the property.

Your agent will probably use the agreement for sale and purchase approved by the Auckland District Law Society and the Real Estate Institute of New Zealand.

- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- builder's report – to determine the condition of the building
- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

The buyer pays the deposit. Depending on what the agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. Usually the deposit is held in the agency's trust account for 10 working days before it is released to the seller.

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

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

Payment of a commission

Once the sale is complete, the seller pays the agent for their services. The agent or agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the

deposit is enough to cover the commission. The agent cannot ask the buyer to pay for their services if they have been hired by the seller.

The buyer pays the rest

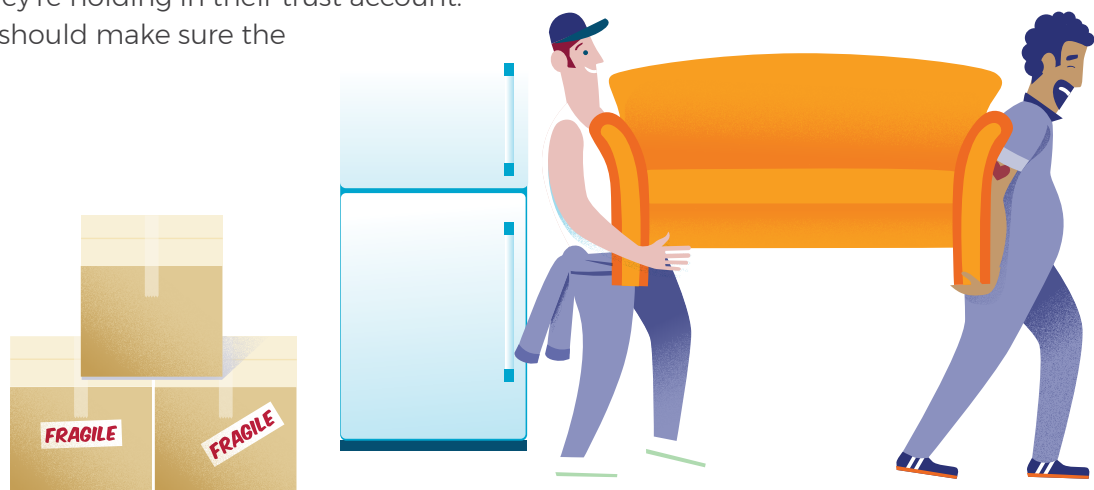
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

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

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

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



What happens if you have a problem

If you're worried about the behaviour of your agent, discuss it with them or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA).^{*} We can help in a number of ways if your complaint is about the behaviour of a real estate agent. For example, we can help you and the agent or agency to resolve the issue and remind the agent of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

^{*} Settled.govt.nz is brought to you by REA.

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



Where to go for more information

You can get more help and information from various places.

Read more about buying and selling a property at settled.govt.nz

[Settled.govt.nz](http://settled.govt.nz) provides comprehensive independent information and guidance for home buyers and sellers.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres
communitylaw.org.nz

Citizens Advice Bureau
cab.org.nz

Consumer Protection
(Ministry of Business, Innovation and Employment)
consumerprotection.govt.nz

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.



Title

RayWhite®

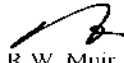


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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



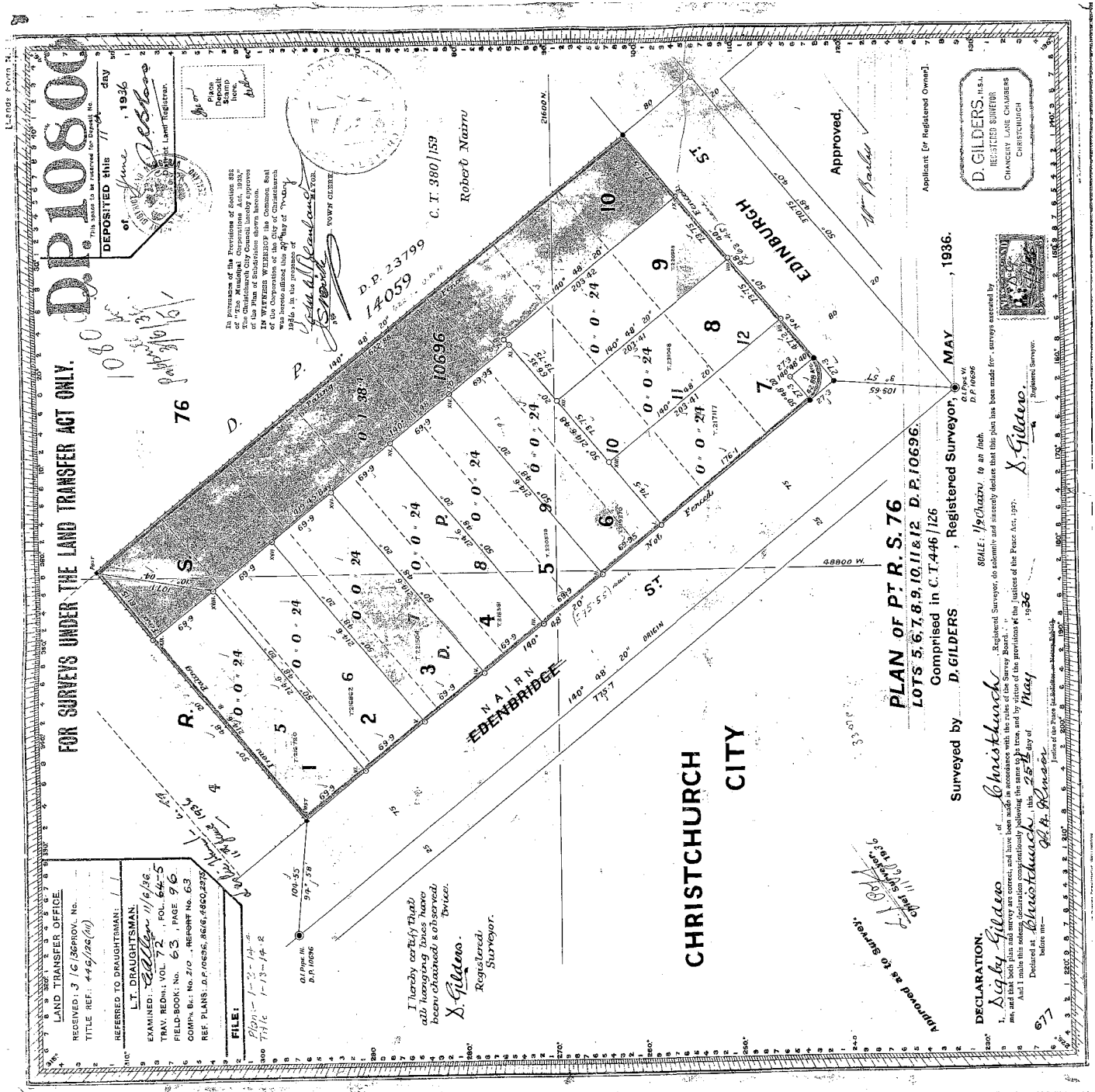

R.W. Muir
Registrar-General
of Land

Identifier **CB453/161**
Land Registration District **Canterbury**
Date Issued 10 December 1937

Prior References
CB446/126

Estate Fee Simple
Area 607 square metres more or less
Legal Description Lot 3 Deposited Plan 10800
Registered Owners
Aaron Peter Hart and Tammy Hazel Lorenzen-Hart

Interests
Subject to Part IV A Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991
10769678.3 Mortgage to Kiwibank Limited - 10.5.2017 at 2:31 pm



Particulars & Conditions of Sale

RayWhite®



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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:** Aaron Peter Hart & Tammy Hazel Lorenzen-Hart**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: 14 Nairn Street, Spreydon Christchurch City

Estate: **FREEHOLD** **LEASEHOLD** **STRATUM IN FREEHOLD**
STRATUM IN LEASEHOLD **CROSS-LEASE (FREEHOLD)** **CROSS-LEASE (LEASEHOLD)**

If none of the above are deleted, the estate being sold is the first option of freehold.

Legal Description:

Area (more or less):

607 sqm

Lot/Flat/Unit:

3

DP:

10800

Record of Title (unique identifier):

CB453/161

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 13.0):

Deposit (refer clause 2.0): \$ to be paid to Public Trust O/A Real Estate Trust
upon confirmation of this agreement. Bank Details ANZ 01-0505-0420000-00.
Ref645001

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:

14 % p.a.

CONDITIONS (refer clause 9.0)**Finance required (subclause 9.1):****Yes/No****OIA consent required (subclause 9.6):****Yes/No****Finance date:****OIA date (subclause 9.8):****LIM required (subclause 9.3):****Yes/No****Land Act consent required (subclause 9.7):****Yes/No****Building report required (subclause 9.4):****Yes/No****Land Act date (subclause 9.8):****Toxicology report required (subclause 9.5):****Yes/No****TENANCIES****Yes/No****Name of Tenant(s):** Vacant Possession

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

SALE BY:

Inline Realty Limited

Ray White Strowan

55 Blighs Road

Strowan

Christchurch 8052

Ph: 03 351 7003

Manager: Barry Ellis

Salesperson: Manny McIvor

(021 388 924)

enquiries.inline@raywhite.com

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: 4 June 2020

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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) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (7) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (8) "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.
- (9) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (10) "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.
- (11) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (12) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (13) "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.
- (14) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (15) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (16) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (17) "LINZ" means Land Information New Zealand.
- (18) "Local authority" means a territorial authority or a regional council.
- (19) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (20) "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.
- (21) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (22) "Property" means the property described in this agreement.
- (23) "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.
- (24) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (25) "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.
- (26) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (27) "Rules" means body corporate operational rules under the Unit Titles Act.
- (28) "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.
- (29) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under subclause 3.8.
- (30) "Settlement date" means the date specified as such in this agreement.
- (31) "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.
- (32) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (33) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (34) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.

- (35) "Unit title" means a unit title under the Unit Titles Act.
- (36) "Unit Titles Act" means the Unit Titles Act 2010.
- (37) "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 9.3(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.

1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) 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
- (2) 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.

1.3 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 1.3(2).

1.4 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 email; or
 - (iv) 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 1.4(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 email:
 - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
 - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
 - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
 - (d) 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;
 - (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

1.5 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; and
 - (b) an additional disclosure statement under section 148 of the Unit Titles Act (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 to postpone the settlement date until after the disclosure statements have been provided; or
 - (4) this agreement is:
 - (a) cancelled pursuant to:
 - (i) subclause 6.2(3)(c); or
 - (ii) sections 36 or 37 of the Contract and Commercial Law Act 2017; or
 - (b) avoided pursuant to subclause 9.10(5); or
 - (5) 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, has cancelled this agreement pursuant to that section, or has elected not to cancel by giving notice to the vendor, or by completing settlement of the purchase.
- 2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to subclause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing after the effect of the same is explained to the purchaser by the agent or by the purchaser's lawyer or conveyancer.

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 no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings 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. 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 3.13, or for any deduction allowed to the purchaser under subclause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to subclause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to subclause 10.8);
- (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, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.

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) If the parties are unable to agree upon any amount payable under this subclause 3.12, either party may make a claim under clause 10.0.

Vendor Default: Late Settlement or Failure to Give Possession

3.13 (1) For the purposes of this subclause 3.13:

- (a) the default period means:
 - (i) in subclause 3.13(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 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in subclause 3.13(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 3.13(2)(b) during the default period. A purchaser in possession under this subclause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 3.13(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 3.13(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 3.13(2)(b) during the default period.
- (6) The provisions of this subclause 3.13 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) If the parties are unable to agree upon any amount payable under this subclause 3.13, either party may make a claim under clause 10.0.

Deferment of Settlement and Possession

- 3.14 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).
- 3.15 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.
- 3.16 If
 - (1) the property is a unit title;
 - (2) the settlement date is deferred pursuant to either subclause 3.14 or subclause 3.15; 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 8.2(3),
 then the vendor may extend the settlement date:
 - (a) where there is a deferment of the settlement date pursuant to subclause 3.14, 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 3.15, 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

- 3.17 (1) Where
 - (a) the transfer of the property is to be registered against a new title yet to be issued; and
 - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, 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:
 - (i) the vendor has given the purchaser notice that a search copy is obtainable; or
 - (ii) the requisitions procedure under clause 6.0 is complete.
- (2) Subclause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

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:
 - (1) 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:
 - (a) 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

- (b) 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;
- (2) 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
- (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) 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:
 - (1) 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
 - (2) 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:
 - (1) 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
 - (2) 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:
 - (1) the costs payable by the vendor under subclause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) 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:
 - (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) 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
 - (b) 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;
 - (2) 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;
 - (3) 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
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in subclause 10.8 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:
 - (a) the tenth working day after the date of this agreement; or
 - (b) 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 60 of the Land Transfer Act 2017 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:
 - (a) 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;
 - (b) 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;
 - (c) 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.
- 6.3 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.
- 6.4 (1) If the title to the property being sold is a cross-lease title or a unit title and there are:
 - (a) in the case of a cross-lease title:
 - (i) alterations to the external dimensions of any leased structure; or
 - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;
 - (b) 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:
 - (c) 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
 - (d) 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.
- 6.5 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 the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:
 - (1) The chattels included in the sale listed in Schedule 2 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 to do so shall only create a right of compensation.
 - (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
 - (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.
- 7.4 If the property is or includes part only of a building, the warranty and undertaking in subclause 7.3(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.
- 7.5 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.

8.0 Unit title and cross lease provisions

Unit Titles

- 8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles 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.
- 8.2 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 Unit Titles Act; and
 - (b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles 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 Unit Titles Act.
 - (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 Unit Titles Act.
 - (7) The vendor has no knowledge or notice of any fact which might result in:
 - (a) the owner or the purchaser incurring any other liability under any provision of the Unit Titles Act; 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 Unit Titles Act.
 - (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.

8.3 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of subclause 8.2(3), then in addition to the purchaser's rights under sections 149 and 150 of the Unit Titles Act, 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.

8.4 If the property is a unit title, each party specifies that:

- (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles 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 Unit Titles Act.

8.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Unit Titles 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.

8.6 Unauthorised Structures – Cross-Leases and Unit Titles

- (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 6.3 shall apply, with the purchaser's demand under subclause 8.6(1) being deemed to be an objection and requisition.

9.0 Conditions and mortgage terms

9.1 Finance condition

- (1) If the purchaser has identified that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.
- (2) If the purchaser avoids this agreement for failing to arrange finance in terms of subclause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.

9.2 Mortgage terms

- (1) 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.

9.3 LIM condition

- (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 9.10(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 9.10(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.

9.4 Building report condition

- (1) 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 fifteenth 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.
- (2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.
- (3) 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.
- (4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.
- (5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.

9.5 Toxicology report condition

- (1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the fifteenth working day after the date of this agreement, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.
- (2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.
- (3) The report must be prepared in good faith by a suitably-qualified inspector using accepted principles and methods and it must be in writing.
- (4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.
- (5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.
- (6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.

9.6 OIA consent condition

- (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 OIA date shown on the front page of this agreement on terms and conditions that are satisfactory to the purchaser, acting reasonably, 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.

9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date shown on the front page of this agreement.

9.8 If the Land Act date or 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, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or a date 20 working days from the date of this agreement, whichever is the sooner.

9.9 Resource Management Act condition

- (1) 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.

9.10 Operation of conditions

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.

10.0 Claims for compensation

10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.

10.2 The provisions of this clause apply if:

- (1) the purchaser claims a right to compensation for:
 - (a) a breach of any term of this agreement; or
 - (b) a misrepresentation; or
 - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986; or
 - (d) an equitable set-off, or

- (2) there is a dispute between the parties regarding any amounts payable:
 - (a) under subclause 3.12 or subclause 3.13; or
 - (b) under subclause 5.2.
- 10.3 To make a claim under this clause 10.0:
 - (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date (except for claims made after the settlement date for amounts payable under subclause 3.12 or subclause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
 - (2) the notice must:
 - (a) state the particular breach of the terms of the agreement, or the claim under subclause 3.12, subclause 3.13 or subclause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
 - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
 - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 10.4 If the claimant is unable to give notice under subclause 10.3 in respect of claims under subclause 10.2(1) or subclause 10.2(2)(b) by the settlement date by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under subclause 11.1.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under subclause 10.2(1) but the vendor disputes the purchaser's right to make that claim, then:
 - (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under subclause 10.3, time being of the essence; and
 - (2) the purchaser's right to make the claim shall be determined by an experienced property lawyer or an experienced litigator appointed 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. The appointee's costs shall be met by the party against whom the determination is made.
- 10.7 If the purchaser makes a claim for compensation under subclause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a right to make that claim.
- 10.8 If it is accepted, or determined under subclause 10.6, that the purchaser has a right to claim compensation under subclause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under subclause 10.2(2) and the amount of compensation claimed is disputed, then:
 - (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
 - (2) 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;
 - (3) the interim amount must be a reasonable sum having regard to all of the circumstances, except that where the claim is under subclause 3.13 the interim amount shall be the lower of the amount claimed, or 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;
 - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under subclause 5.2, an experienced registered valuer or quantity surveyor 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;
 - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
 - (6) the stakeholder shall lodge the interim amount on an 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;
 - (7) 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;
 - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under subclause 10.6(2) or subclause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these subclauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations.
- 10.10 The procedures prescribed in subclauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of the contract.
- 10.11 A determination under subclause 10.6 that the purchaser does not have a right to claim compensation under subclause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by a person appointed under either subclause 10.6 or subclause 10.8, that person shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination.

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 clauses 3.0 and 10.0 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)(ii) 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 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 serving 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 Goods and Services Tax

- 13.1 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).
- 13.2 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.
- 13.3
- (1) Without prejudice to the vendor's rights and remedies under subclause 13.1, 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.

14.0 Zero-rating

- 14.1 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 and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 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.
- 14.4 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.
- 14.5
- (1) If any of the particulars stated by the purchaser in Schedule 1:
 - (a) are incomplete; or
 - (b) alter between the date of this agreement and settlement,the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
 - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
 - (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered 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.
- 14.6 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,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 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 14.3 and 14.4 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.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of subclause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and

- (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with subclause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

15.0 Supply of a Going Concern

- 15.1 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 in this agreement:
- (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%.
- 15.2 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 13.0 of this agreement shall apply.

16.0 Limitation of Liability

- 16.1 If any person enters into this agreement as trustee of a trust and 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, then 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").
- 16.2 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.

17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

18.0 Agency

- 18.1 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 has appointed as the vendor's agent according to an executed agency agreement.
- 18.2 The scope of the authority of the agent under subclause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.

19.0 Collection of Sales Information

- 19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to the Real Estate Institute of New Zealand Incorporated (REINZ).
- 19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 1993.
- 19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 19.4 Despite the above, if REINZ does come to hold any of the vendor or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.

FURTHER TERMS OF SALE

Further Terms continued on Appendix page



SCHEDULE 1**(GST Information – see clause 14.0)**

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 Vendor	
1(a) The vendor's registration number (if already registered):	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop".)	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
Section 2 Purchaser	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) 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
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.	
Section 3 Nominee	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) 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 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) 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	Rangehood	Wall oven	Cooktop
Dishwasher	Kitchen waste disposal	Light fittings	Smoke detector(s)
Burglar alarm	Heated towel rail(s)	Heat pump(s)	Garage door remote control(s)
Blinds	Curtains	Fixed floor coverings	

Wooden blinds, Drapes, Wood fire, Heat transfer system with 2 vents.

SCHEDULE 3**Residential Tenancies**

Name of Tenant(s):

Rent:

Term:

Bond:

Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

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 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.

Signature of Purchaser(s):

Signature of Vendor(s):

Director / Trustee / Authorised Signatory / Agent / 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 / Agent / 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 / Agent / 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 / Agent / 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** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ); or
- (iii) where the attorney signs for a trustee, a Certificate in the relevant form in Schedule 4 to the Trustee Act 1956.

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

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

BEFORE SIGNING THE AGREEMENT

- Note: the purchaser is entitled to a copy of any signed offer at the time it is made.
- It is recommended both parties seek professional advice before signing. This is especially so if:
 - o there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
 - o the purchaser is not a New Zealand citizen. There are strict controls on the purchase of a property in New Zealand by persons who are not New Zealand citizens.
 - o property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
 - o 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.
 - o there is any doubt as to the position of the boundaries.
 - o the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- Both parties may need to have customer due diligence performed on them by their lawyer or conveyancer in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 which is best done prior to the signing of this agreement.
- 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:
 - o the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act;
 - o 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 must ensure the warranties and undertakings in clauses 7.0 and 8.0:
 - o are able to be complied with; and if not
 - o 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.
- 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.

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ADLS & REINZ monitor the use of this form and may take enforcement action against any person acting in breach of these obligations. Copying or digitising this form and altering its standard text, without clearly identifying the alterations, is prohibited, and, in addition to copyright infringement, may also be a breach of the Fair Trading Act 1986 and misrepresentation.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

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DATE:

VENDOR: Aaron Peter Hart & Tammy Hazel Lorenzen-Hart

Contact Details:

VENDOR'S LAWYERS:

Firm: Steel and Co

Individual Acting: Andy Steel

Email: andy@steelandco.co.nz

Contact Details:

111 Bealey Avenue

Christchurch

Christchurch

Ph: 0332205170

8013

Email Address for Service of Notices:

(subclause 1.4)

andy@steelandco.co.nz

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Email:

Contact Details:

Email Address for Service of Notices:

(subclause 1.4)

LICENSED REAL ESTATE AGENT:

Agent's Name: Inline Realty Limited

Manager: Barry Ellis

Salesperson: Manny McIvor (021 388 924)

Contact Details: manny.mcivor@raywhite.com

Ph: 03 351 7003

enquiries.inline@raywhite.com

55 Blighs Road

Strowan Christchurch 8052

Appendix

20.0 Purchaser's Solicitor's Approval Form & Content

This agreement is subject to and conditional upon the purchaser's solicitor's approval of the form and content either contained in, or omitted from, the agreement within _____ working days from the date of this agreement.

This condition is inserted for the sole benefit of the purchaser.

21.0 LIM Variation

This Agreement is conditional upon the approval of the Purchasers solicitor of all information disclosed by a Land Information Memorandum (LIM) obtained in respect of the property within _____ working days of the date of this agreement. This condition is inserted for the sole benefit of the Purchaser.

22.0 Building Inspection

The provisions of Clause 9.4 herein are replaced by this clause.

(1) 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 purchasers cost on or before the _____ 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.

(2) The report must be prepared in good faith by a suitably qualified building inspector in accordance with accepted principles and methods and it must be in writing.

(3) 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.

(4) The building inspector may not carry out any invasive testing in the course of the inspection without the Vendors prior written consent.

(5) Should the purchaser in good faith be dissatisfied with any matter contained in the report then the purchaser shall provide a copy of the building inspector's report to the vendor and give the vendor written notice of such matter(s) in the report which the purchaser is dissatisfied with (Purchasers notice). The vendor shall then have three (3) working days from the date of service of the Purchaser's notice to rectify or agree to rectify those matter(s) set out in the Purchasers notice by the settlement date or any such other date as agreed by the parties. If the vendor fails to agree to rectify such matter(s) within three working days of the date of service of the purchaser's dissatisfaction notice then the purchaser shall have a further three working days to avoid the agreement by giving further notice in writing to the vendor (Cancellation notice) and the provisions of clause 9.10 herein shall apply. If the Purchaser fails to give a Cancellation notice in accordance with this clause then the Purchaser is be deemed to have approved the contents of the Building report in satisfaction of this condition.

23.0 Insurance Condition

This agreement is conditional upon the purchaser arranging building insurance in respect of the buildings and any other improvements on the property on terms and conditions satisfactory to the purchaser in all respects within _____ working days of the date of this agreement. This condition is inserted for the sole benefit of the purchaser.

24.0 Assignment of Benefit of Claim

If the vendor has lodged a claim with the Earthquake Commission in respect of damage resulting from the earthquakes on 4 September 2010, and subsequent earthquakes or aftershocks.

The vendor shall:

(i) Advise the purchaser the particulars of all claims, the claim numbers and any relevant PINS; and

(ii) Do all things required to assign the Vendors any residual benefit in any such claims to the Purchaser including but not limited to delivering to the Vendors solicitor a fully executed "Deed of Assignment of Claim" and "Notice of Assignment of Claim".

(iii) The parties agree that the "Deed of Assignment of Claim" and "Notice of Assignment of Claim" shall be prepared by the Purchasers solicitor at the Purchasers expense and shall include the following provisions confirming that the Vendor's obligation to lodge an EQC or insurance claim and assign the benefit of such claim to the Purchaser does not replace or negate the Purchasers rights under the general terms of sale to cancel this agreement or to claim compensation, but shall be read in addition to the Purchasers rights therein.

25.0 Assignment Disclaimer

Notwithstanding any other clause in this agreement, the purchaser acknowledges that no representation has been made by the vendor or the vendor's agent on which the purchaser has been relying as to:

i) The effectiveness of the assignment of the claims in accordance with Clause 24 of this agreement and the executed "Deed of Assignment of Claim" and "Notice of Assignment of Claim" referred to in that clause, or the likelihood of the EQC accepting the assignment of the claims in whole or in part;

ii) Any information supplied from EQC in relation to any claims.

26.0 Deposit

The Vendor and Purchaser agree that the deposit payable under this Agreement will be lodged with Public Trust to be held on behalf of the Vendor and the Purchaser. NZ Real Estate Trust is an independent third party trust account service provided by SafeKiwi (NZ) Limited. SafeKiwi (NZ) Limited acts as a stake holder in respect of the deposits paid into NZ Real Estate Trust. Interest earned on the deposit whilst it is held by Public Trust is payable to SafeKiwi (NZ) Limited. Terms of use can be viewed at www.realestatetrust.co.nz/termsfuse

27.0 Settlement Date (COVID-19 Alert Level)

(1) As at the date of this agreement, New Zealand is at Alert Level _____ of the COVID-19 Alert System (the Alert Level) as a result of the COVID-19 pandemic (the Pandemic). Under Alert Level _____, personal movement associated with the settlement of property transactions is permitted to occur.

(2) The parties acknowledge that the Government may change the Alert Level if there is a change to the public health risks in New Zealand as a result of the Pandemic. Any change to the Alert Level may apply nationally or in specified regions.

(3) The parties agree that in circumstances where:

a) the Alert Level is increased, either nationally or in the region in which the property is located; and

b) the relevant order made by the Director-General of Health under the Health Act 1956 (or other legislative instrument, if applicable) which gives effect to the Alert Level provides that it would be unlawful for the personal movement associated with settlement to occur; then

the date of settlement under this agreement will be deferred to the date that is _____ working days after New Zealand (or, in the case of a regional Alert Level change, the region in which the property is located) enters into an Alert Level where the personal movement associated with settlement is permitted, or to such other date as may be agreed between the parties in writing.

(4) Neither party will have any claim against the other in relation to the deferral of settlement in accordance with this clause.



Consent by Purchaser Prior to Entry into Contractual Document

RayWhite

Property Address: _____

Purchasers Name: _____

Consents

I/We as purchaser(s) of the above property hereby acknowledge that prior to entering into and signing the Agreement for Sale and Purchase/Tender/Auction Agreement that:

1. I/We were given a copy of an Approved Guide issued by the Real Estate Agents Authority; and
2. I/We then entered into the Agreement for Sale and Purchase/Tender/Auction Agreement as Purchaser(s)
3. I/We were advised that neither the Vendor (nor any party associated with the Vendor) is an agent or employee of the Licensee Agent/Salesperson.
4. I/We were :
 - i. Recommended by the licensee to seek legal advice and
 - ii. made aware that I/we may need to seek technical and other advice. We also confirm that we were given reasonable opportunity to obtain that advice.
5. As part of obtaining that advice, I/we were recommended to seek clarification on any implications that the property-related taxation legislation (under the Taxation/Bright-Line Test for Residential Land Act 2015 and Supplementary Order Papers) may have for me/us. I/we were also directed to the following link to the New Zealand Inland Revenue Department's "purchaser advisory" on the new rules:
<http://www.ird.govt.nz/property/property-buying>
6. I/We have been made aware that Anti-Money Laundering legislation means that solicitors and conveyancers cannot act for me/us unless they have confirmed my/our identity and any delays in doing this could impact my/our ability to satisfy the conditions of this Agreement for Sale and Purchase/Tender/Auction Agreement. We confirm we have read and understood the REINZ information sheet overleaf.
7. I/We have been made aware by the Licensee of Inline Realty Limited's in-house disputes procedures. I/We have also been advised we may access the Real Estate Authority's complaints procedures and additional information at <http://www.rea.govt.nz> without first using the in-house procedures and that any use of the in-house procedures does not preclude me/us from making a complaint to the Authority.

I/We further acknowledge that at the time we entered into this Agreement for Sale and Purchase/Tender/Auction Agreement we did so freely and voluntarily, without any influence or duress, and we confirm that we were offered the right of legal advice before entering into the same.

_____ (Purchaser initials)

Disclosures (Licensee Agent/Salesperson to delete if not relevant)

Relationship Disclosure - I/We acknowledge that any relationship that may exist between the Vendor (or any party associated with the Vendor) and the Licensee Agent/Salesperson was disclosed to us prior to entering into and signing the Agreement for Sale and Purchase/Tender/Auction Agreement.

Multi-Offer - I/We further acknowledge that if we are entering into a multiple offer situation for the purchase of the property that we were advised of the terms upon which we may enter into the multiple offer situation, that it should be our best offer, and that we may be unsuccessful if our offer is not accepted.

Further Disclosures - I/We further acknowledge that the following matters (if any) were specifically disclosed to us prior to entering into and signing the Agreement for Sale and Purchase/Tender/Auction Agreement.

Signed

Purchaser _____

Date ____/____/____ at ____am/pm

Purchaser _____

Date ____/____/____ at ____am/pm

Licensee Agent/Salesperson _____

Date ____/____/____ at ____am/pm

Licensee Name

Inline Realty Limited (Licensed REAA 2008)

Purchaser Acknowledgement Form



Please complete your details below and sign this form before you submit an offer to purchase the property at: _____ (property)

Purchaser Name: _____
Address: _____
Phone: _____
Email: _____
Solicitor: _____

☐ **Overseas Investment Act:**

I/We understand that residential property purchasers are now subject to the provisions of the Overseas Investment Act 2005 (OIA). Before any residential property is transferred to me/us, my lawyer will require me/us to complete a Residential Land Statement certifying that I/we meet the eligibility criteria. If I/we require OIA consent, do not have OIA consent and do not make our offer conditional upon obtaining it, we will be in breach of the OIA and may be liable for fines of up to \$300,000 and I/we may not be able to settle the transaction and may incur liability to the vendor (including losing my/our deposit).

If you are uncertain about your eligibility or whether the property is subject to the OIA, you must make your offer subject to obtaining overseas investment office consent.

Auctions: You must not bid at an auction unless you are eligible to buy the property on an unconditional basis. You may incur fines of up to \$300,000 and liability to the vendor if you purchase the property at auction in circumstances where you do not meet the eligibility criteria.

☐ **Customer Due Diligence:**

I/We understand and acknowledge that before my/our lawyer can act for me/us, they must complete customer due diligence (CDD) on me/us under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFTA). If my/our lawyer cannot complete customer due diligence on me/us and cannot act for me/us as a result, I/we may not be able to satisfy the conditions under the agreement or settle the property purchase. This may result in me/us incurring liability to the vendor.

Signed _____	Signed _____
Name _____	Name _____
Date _____	Date _____

Signed _____	Signed _____
Name _____	Name _____
Date _____	Date _____

If you are intending to purchase the property as trustees of a trust, all trustees must sign this form.

If a company is purchasing the property, by signing this form you acknowledge that you are duly authorised to sign this form on the company's behalf

Do you have pre-approval to put an offer on a property?

When it comes to buying property there's no such thing as too much research. Your local real estate agent can provide you with lots of useful background information on the neighbourhood and can get you up to speed on similar sales in the area. At the same time, I can help you organise a home loan pre-approval to give you the confidence to make an offer.

If you're interested in a property, it's worth speaking with me, your local Loan Market adviser. I can:

- ▶ Work with NZ's widest range of lenders – to ensure you're aware of your maximum borrowing capacity
- ▶ Organise a pre-approval – essentially giving you the green light from a lender to spend up to a certain amount
- ▶ Put you in a much better negotiating position – by ensuring your finance is approved with the right lender for your needs.

As a Loan Market adviser I understand each lender's criteria. I know who will lend you the amount you need to secure the property you love.

This table shows you what your monthly repayments will be

Loan \$000s	1,700	1,800	1,900	2,000	2,100	2,200	2,300
4.00% p.a.	8,116	8,593	9,070	9,548	10,025	10,503	10,980
4.25% p.a.	8,362	8,854	9,346	9,838	10,330	10,822	11,314
4.50% p.a.	8,613	9,120	9,627	10,133	10,640	11,147	11,653
4.75% p.a.	8,868	9,389	9,911	10,432	10,954	11,476	11,997
5.00% p.a.	9,125	9,662	10,199	10,736	11,273	11,810	12,346
5.25% p.a.	9,387	9,939	10,491	11,044	11,596	12,148	12,700
5.50% p.a.	9,652	10,220	10,787	11,355	11,923	12,491	13,059
5.75% p.a.	9,920	10,504	11,087	11,671	12,255	12,838	13,422
6.00% p.a.	10,192	10,791	11,391	11,991	12,590	13,190	13,789
6.25% p.a.	10,467	11,082	11,698	12,314	12,930	13,545	14,161
6.50% p.a.	10,745	11,377	12,009	12,641	13,273	13,905	14,537

Monthly repayments (principal and interest). Based on a 30 year loan. Figures are indicative only as individual contracts may vary.

So in a nutshell, by arranging your finance first, you really will be **streets ahead of other buyers** when the time comes to make an offer.



Contact your local Loan Market adviser.

Bruce Condliffe, Adviser

M: 027 4328081 | **P:** 03 3828526

bruce.condliffe@loanmarket.co.nz

loanmarket.co.nz/bruce-condliffe

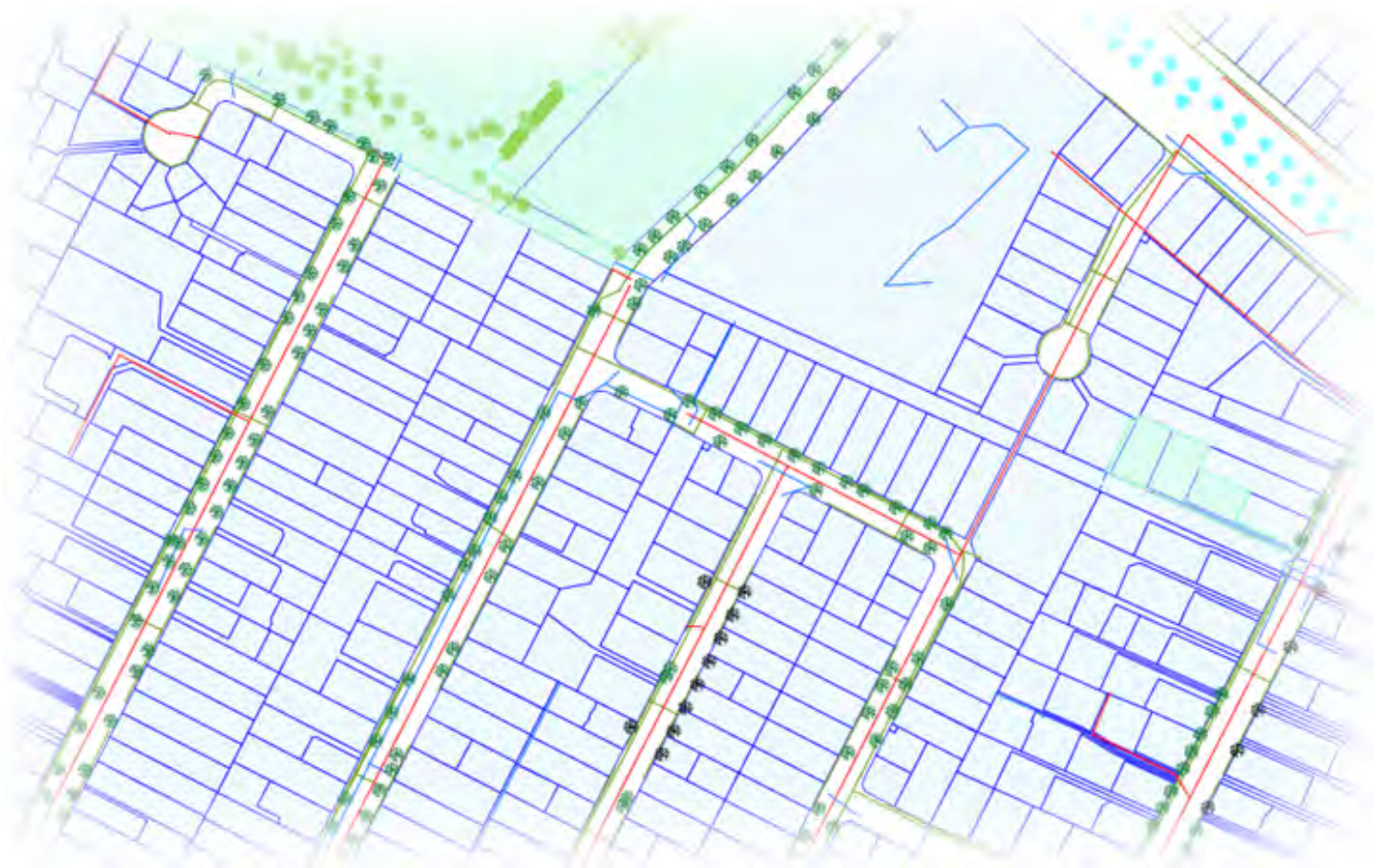
LIM

RayWhite®



We recommend that you seek legal and/or technical advice regarding this document. This information has been supplied by the vendor or vendor's agents. Accordingly, Inline Realty Limited is merely passing over the information supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited or reviewed the information and intending purchasers are advised to conduct their own due diligence investigation into the same. To the maximum extent permitted by law, Inline Realty Limited do not accept any responsibility to any person for the accuracy of the information herein.

Land Information Memorandum



Property address:
14 Nairn Street

LIM number: 70245266
Page 1

Christchurch City Council
53 Hereford Street, PO Box 73015
Christchurch 8154, New Zealand
Tel 64 3 941 8999
Fax 64 3 941 8984
www.ccc.govt.nz

Land Information Memorandum

Application details

Please supply to INLINE REALTY LIMITED
T/A RAY WHITE - BISHOPDALE UNIT 5
333 HAREWOOD ROAD
BISHOPDALE
CHRISTCHURCH 8053

Client reference 14 NAIRN ST

Phone number (03) 359 1627

Fax number 03 359 2095

Date issued 23 April 2021

Date received 15 April 2021

Property details

Property address 14 Nairn Street

Valuation roll number 22622 65500

Valuation information Capital Value: \$485000
Land Value: \$220000
Improvements Value: \$265000
Please note: these values are intended for Rating purposes

Legal description Lot 3 DP 10800

Existing owner Tammy Hazel Lorenzen-Hart
Aaron Peter Hart
14 Nairn Street
Christchurch 8024

Council references

Debtor number 3334439

Rate account ID 73013668

LIM number 70245266

Property ID 1063230

Property address:
14 Nairn Street

LIM number: 70245266
Page 2

Christchurch City Council
53 Hereford Street, PO Box 73015
Christchurch 8154, New Zealand
Tel 64 3 941 8999
Fax 64 3 941 8984
www.ccc.govt.nz

Document information

This Land Information Memorandum (LIM) has been prepared for the purpose of section 44A of the Local Government Official Information and Meetings Act 1987 (LGOIMA). It is a summary of the information that we hold on the property. Each heading or "clause" in this LIM corresponds to a part of section 44A.

Sections 1 to 10 contain all of the information known to the Christchurch City Council that must be included under section 44A(2) LGOIMA. Any other information concerning the land as the Council considers, at its discretion, to be relevant is included at section 11 of this LIM (section 44A(3) LGOIMA). If there are no comments or information provided in these sections this means that the Council does not hold information on the property that corresponds to that part of section 44A.

The information included in this LIM is based on a search of Council records only and there may be other information relating to the land which is unknown to the Council. Please note that other agencies may also hold information relevant to the property, or administer legislation relevant to the use of the land, for example, the Regional Council (Ecan), Heritage New Zealand Pouhere Taonga, and Land Information New Zealand.

Council records may not show illegal or unauthorised building or works on the property. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose.

A LIM is only valid at the date of issue as information is based only upon information the Council held at the time of that LIM request being made.

Property file service

This Land Information Memorandum does not contain all information held on a property file. Customers may request property files by phoning the Council's Customer Call Centre on (03) 941 8999, or visiting any of the Council Service Centres. For further information please visit www.ccc.govt.nz.

To enable the Council to measure the accuracy of this LIM document based on our current records, we would appreciate your response should you find any information contained therein which may be considered to be incorrect or omitted. Please telephone the Customer Call Centre on (03) 941 8999.

A search of records held by the Council has revealed the following information:

1. Special features and characteristics of the land

Section 44A(2)(a) LGOIMA. This is information known to the Council but not apparent from the district scheme under the Town and Country Planning Act 1977 or a district plan under the Resource Management Act 1991. It identifies 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.

(For enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

┆ Consultant Report Available

Land Information New Zealand (LINZ) engaged Tonkin and Taylor to provide a Geotechnical Report on Ground Movements that occurred as a result of the Canterbury Earthquake Sequence. The report indicates this property may have been effected by a degree of earthquake induced subsidence. The report obtained by LINZ can be accessed on their website at <https://www.linz.govt.nz/land/surveying/earthquakes/canterbury-earthquakes/information-for-canterbury-surveyors>

┆ Liquefaction Vulnerability

Christchurch City Council holds indicative information on liquefaction hazard for Christchurch. Information on liquefaction, including an interactive web tool, can be found on the Council website at ccc.govt.nz/liquefaction. Depending on the liquefaction potential of the area that the property is in, the Council may require site-specific investigations before granting future subdivision or building consent for the property.

2. Private and public stormwater and sewerage drains

Section 44A(2)(b) LGOIMA. This is information about private and public stormwater and sewerage drains as shown in the Council's records.

(For stormwater and sewerage enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

Related information

- | The dwelling/building is shown to be served by a sewer drain and a stormwater drain.
- | The drainage works associated with this property has been partially plotted on the Council's drainage plan. A copy of the field Inspectors pickup/approved site plan showing the drains and buildings/house outline is attached.

3. Drinking Water Supply

Section 44A(2)(ba) and (bb) LGOIMA. This is information notified to the Council about whether the land is supplied with drinking water, whether the supplier is the owner of the land or a networked supplier, any conditions that are applicable, and any information the Council has about the supply.

Please note the council does not guarantee a particular water quality to its customers. If you require information on current water quality at this property please contact the Three Waters & Waste Unit.

(For water supply queries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

Water Supply

Christchurch City Council is the networked supplier of water to this property. This property is connected to the Christchurch City Council Water Supply. The conditions of supply are set out in the Christchurch City Council Water Supply, Wastewater & Stormwater Bylaw (2014), refer to www.ccc.govt.nz.

4. Rates

Section 44A(2)(c) LGOIMA. This is information on any rates owing in relation to the land.

(For rates enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

(a) Annual rates

Annual rates to 30/06/2021: \$ 3,098.16

	Instalment Amount	Date Due
Instalment 1	\$ 774.48	15/08/2020
Instalment 2	\$ 774.48	15/11/2020
Instalment 3	\$ 774.48	15/02/2021
Instalment 4	\$ 774.72	15/05/2021

Rates owing as at 23/04/2021: \$ 774.72

(b) Excess water charges

\$ 0.00

(For water charge enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

(c) Final water meter reading required?

No Reading Required

(To arrange a final water meter reading, please phone (03) 941 8999 or visit www.ccc.govt.nz.

Property address:
14 Nairn Street

LIM number: 70245266
Page 7

Christchurch City Council
53 Hereford Street, PO Box 73015
Christchurch 8154, New Zealand
Tel 64 3 941 8999
Fax 64 3 941 8984
www.ccc.govt.nz

5. Consents, certificates, notices, orders, or requisitions affecting the land and buildings

Section 44A(2)(d) LGOIMA. This is information concerning any consent, certificate, notice, order, or requisition, affecting the land or any building on the land, previously issued by the Council. The information in this section may also cover building consent and/or code compliance information issued by building certifiers under the Building Act 1991 and building consent authorities that are not the Council under the Building Act 2004.

You can check the property file to identify whether any consent or certificate was issued by a building certifier under the Building Act 1991.

Section 44A(2)(da) LGOIMA. The information required to be provided to a territorial authority under section 362T(2) of the Building Act 2004. There is currently no information required to be provided by a building contractor to a territorial authority under section 362T(2) of the Building Act 2004. The Building (Residential Consumer Rights and Remedies) Regulations 2014 only prescribed the information that must be given to the clients of a building contractor.

(For building enquiries, please phone (03) 941 8999, email EPADutyBCO@ccc.govt.nz or visit www.ccc.govt.nz.

(a) Consents

- | BCN/1955/4224 Applied: 19/12/1955 Status: Completed
14 Nairn Street Spreydon
Permit granted 21/12/1955
Permit issued 21/12/1955
GARAGE- No plans and/or further information is available - Historical Reference PER55000139
- | BCN/1992/12047 Applied: 01/12/1992 Status: Cancelled
14 Nairn Street Spreydon
Application cancelled 22/10/1993
GARAGE (CANCELLED 22-OCT-93)- Historical Reference PER92009175
- | BCN/1994/6836 Applied: 17/08/1994 Status: Completed
14 Nairn Street Spreydon
Accepted for processing 17/08/1994
Building consent granted 26/08/1994
Building consent issued 26/08/1994
Code Compliance Certificate Granted 26/01/1995
Code Compliance Certificate Issued 26/01/1995
GARAGE- Historical Reference CON94007331
- | BCN/2002/6657 Applied: 22/08/2002 Status: Code Compliance Certificate refused S93
14 Nairn Street Spreydon
Accepted for processing 22/08/2002
Building consent granted 22/08/2002
Building consent issued 22/08/2002
PIM Granted 22/08/2002
PIM Issued 22/08/2002
Council refused to issue a Code Compliance Certificate, s93 Building Act 2004 13/07/2018
JAYLINE CLASSIC F/S SOLID FUEL HEATER - DRYBACK Cert: 98021- Historical Reference ABA10027479
- | BCN/2017/9991 Applied: 26/10/2017 Status: Completed
14 Nairn Street Spreydon
Accepted for processing 27/10/2017
Building consent granted 07/11/2017
Building consent issued 08/11/2017
Code Compliance Certificate Issued 30/04/2018
Alteration to dwelling - installation of a Geo Compact Legs Freestanding dry wood burner CAC 165503

(b) Certificates

Property address:
14 Nairn Street

Note: Code Compliance Certificates were only issued by the Christchurch City Council since January 1993.

(c) Notices

- | Placards issued under the Civil Defence Emergency Management Act 2002 as a result of the 4 September 2010 and 22 February 2011 earthquakes have now expired (by 12 July 2011 if not before). Some civil defence placards were replaced with dangerous building notices issued under section 124 Building Act 2004, and where this has happened the section 124 notice is separately recorded. Many other buildings, although not issued with a section 124 notice, may require structural work or other repairs before they can be occupied again. It is the building owners responsibility to make sure the building is safe for any occupier or visitor. Detailed structural engineering assessments may still be required to be carried out.
- | CDB75038472 01/03/2011
Building Evaluation : Building Inspected Under Civil Defence Emergency , Green Placard Issued (a deemed Building Act notice)

(d) Orders

(e) Requisitions

Related information

- | Council holds no record of building permit/consent for dwelling at this address. No information is held by Council relating to the materials, construction or year the dwelling was built.

Property address:
14 Nairn Street

LIM number: 70245266
Page 9

Christchurch City Council
53 Hereford Street, PO Box 73015
Christchurch 8154, New Zealand
Tel 64 3 941 8999
Fax 64 3 941 8984
www.ccc.govt.nz

6. Certificates issued by a building certifier

Section 44A(2)(e) LGOIMA. This is information notified to the Council concerning any certificate issued by a building certifier pursuant to the Building Act 1991 or the Building Act 2004.

(For building enquiries, please phone (03) 941 8999, email EPADutyBCO@ccc.govt.nz or visit www.ccc.govt.nz.

Property address:
14 Nairn Street

LIM number: 70245266
Page 10

Christchurch City Council
53 Hereford Street, PO Box 73015
Christchurch 8154, New Zealand
Tel 64 3 941 8999
Fax 64 3 941 8984
www.ccc.govt.nz

7. Weathertightness

Section 44A(2)(ea) LGOIMA. This is information notified to the Council under section 124 of the Weathertight Homes Resolution Services Act 2006.

(For weathertight homes enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

If there is no information below this means Council is unaware of any formal Weathertight Homes Resolution Services claim lodged against this property.

8. Land use and conditions

Section 44A(2)(f) LGOIMA. This is information relating to the use to which the land may be put and conditions attached to that use. The planning information provided below is not exhaustive and reference to the Christchurch District Plan and any notified proposed changes to that plan is recommended: <https://ccc.govt.nz/the-council/plans-strategies-policies-and-bylaws/plans/christchurch-district-plan/>.

There maybe some provisions of the Christchurch City Plan or Banks Peninsula District Plan that affect this property that are still operative.

(For planning queries, please phone (03) 941 8999, email DutyPlanner@ccc.govt.nz or visit www.ccc.govt.nz.

† Regional plan or bylaw

There may be objectives, policies or rules in a regional plan or a regional bylaw that regulate land use and activities on this site. Please direct enquiries to Canterbury Regional Council (Environment Canterbury).

(a)(i) Christchurch City Plan & Banks Peninsula District Plan

(ii) Christchurch District Plan

† Christchurch International Airport Protection Surfaces

Property or part of property within the Christchurch International Airport Protection Surfaces overlay which is operative.

† Liquefaction Management Area (LMA)

Property or part of property within the Liquefaction Management Area (LMA) Overlay which is operative.

† District Plan Zone

Property or part of property within the Residential Suburban Density Transition Zone which is operative.

(b) Resource consents

If there are any land use resource consents issued for this property the Council recommends that you check those resource consents on the property file. There may be conditions attached to those resource consents for the property that are still required to be complied with.

9. Other land and building classifications

Section 44A(2)(g) LGOIMA. This is information notified to the Council by any statutory organisation having the power to classify land or buildings for any purpose.

(For land and building enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

Please refer to Section 1 for details

10. Network utility information

Section 44A(2)(h) LGOIMA. This is information notified to the Council by any network utility operator pursuant to the Building Act 1991 or the Building Act 2004.

(For network enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

! **None recorded for this property**

11. Other information

Section 44A(3) LGOIMA. This is information concerning the land that the Council has the discretion to include if it considers it to be relevant.

(For any enquiries, please phone (03) 941 8999 or visit www.ccc.govt.nz.

(a) Kerbside waste collection

- | Your recycling is collected Fortnightly on the Week 2 collection cycle on a Tuesday. Please leave your recycling at the Kerbside by 6:00 a.m. Your nearest recycling depot is the Parkhouse Road EcoDrop.
- | Your refuse is collected Fortnightly on the Week 2 collection cycle on a Tuesday. Please leave your rubbish at the Kerbside by 6:00 a.m. Your nearest rubbish depot is the Parkhouse Road EcoDrop.
- | Your organics are collected Weekly on Tuesday. Please leave your organics at the Kerbside by 6:00 a.m.

(b) Other

| Floor Levels Information

Christchurch City Council holds a variety of information relevant to building/property development across the city. This includes minimum finished floor levels that need to be set to meet the surface water requirements in clause E1.3.2 of the building code (where this applies), and the requirements of the Christchurch District Plan (where a property is in the Flood Management Area). Where this information has been processed for your site, it can be viewed at <https://ccc.govt.nz/floorlevelmap/>, otherwise site specific advice can be obtained by emailing floorlevels@ccc.govt.nz.

| Community Board

Property located in Spreydon-Cashmere Community Board.

| Guest Accommodation

Guest accommodation (including whole unit listings on Airbnb; BookaBach; etc.) generally requires a resource consent in this zone when the owner is not residing on the site. For more information, please refer to: <https://ccc.govt.nz/providing-guest-accommodation/>.

| Tsunami Evacuation Zone

This property is not in a tsunami evacuation zone. It is not necessary to evacuate in a long or strong earthquake or during an official Civil Defence tsunami warning. Residents may wish to offer to open their home to family or friends who need to evacuate from a tsunami zone, and should plan with potential guests to do so in advance. More information can be found at <https://ccc.govt.nz/services/civil-defence/hazards/tsunami-evacuation-zones-and-routes/>

| Electoral Ward

Property located in Spreydon Electoral Ward

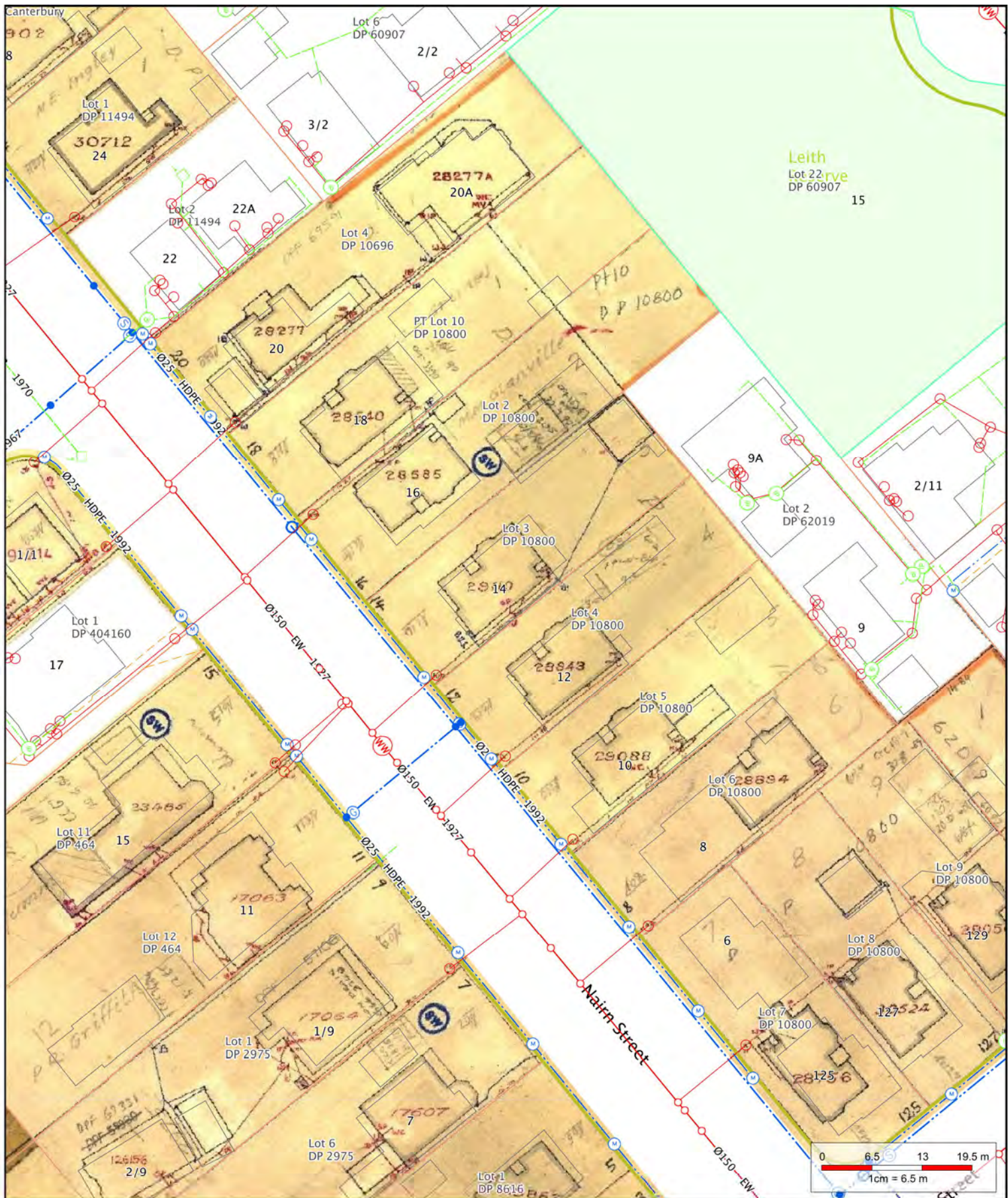
| Listed Land Use Register

Property address:
14 Nairn Street

Hazardous activities and industries involve the use, storage or disposal of hazardous substances. These substances can sometimes contaminate the soil. Environment Canterbury identifies land that is used or has been used for hazardous activities and industries. This information is held on a publically available database called the Listed Land Use Register (LLUR). The Christchurch City Council may not hold information that is held on the LLUR. Therefore, it is recommended that you check Environment Canterbury's online database at www.llur.ecan.govt.nz

I **Spatial Query Report**

A copy of the spatial query report is attached at the end of this LIM. The spatial query report lists land use resource consents that have been granted within 100 metres of this property.



1 : 650 on A4

23/04/2021 12:25:47 PM



ph: 941-8300 fax: 941-8385

Accuracy not guaranteed. Onsite verification required. Display of data scale dependent, full detail available at 1:500.

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Private Drainage

Standard Infrastructure

- Bio Gas
- Condensate Trap
- End Cap
- Inlet
- Outlet
- Valve
- Main
- Cable

Water Intake/Supply

- Connector
- Rellows
- Connector
- Hydrant

Water Intake/Supply

- Inlet
- Meter
- Outlet
- Pump
- Restrictor
- Valve
- Air Release
- Butterfly
- Flow restriction
- Gate
- Pressure Activated
- Sluice
- Valve
- Reservoir
- Structure
- Lateral
- Main
- Sub Main

Wastewater

- End Cap
- Valve
- Air Gap Separator
- Vent
- Eye
- Eye (Vertical)
- Outfall
- Pump
- Junction
- Access
- Flush Manhole
- Inspection Point
- Standard Manhole
- Trap
- Vented Manhole
- Lateral
- Main
- Pressure Main

Wastewater

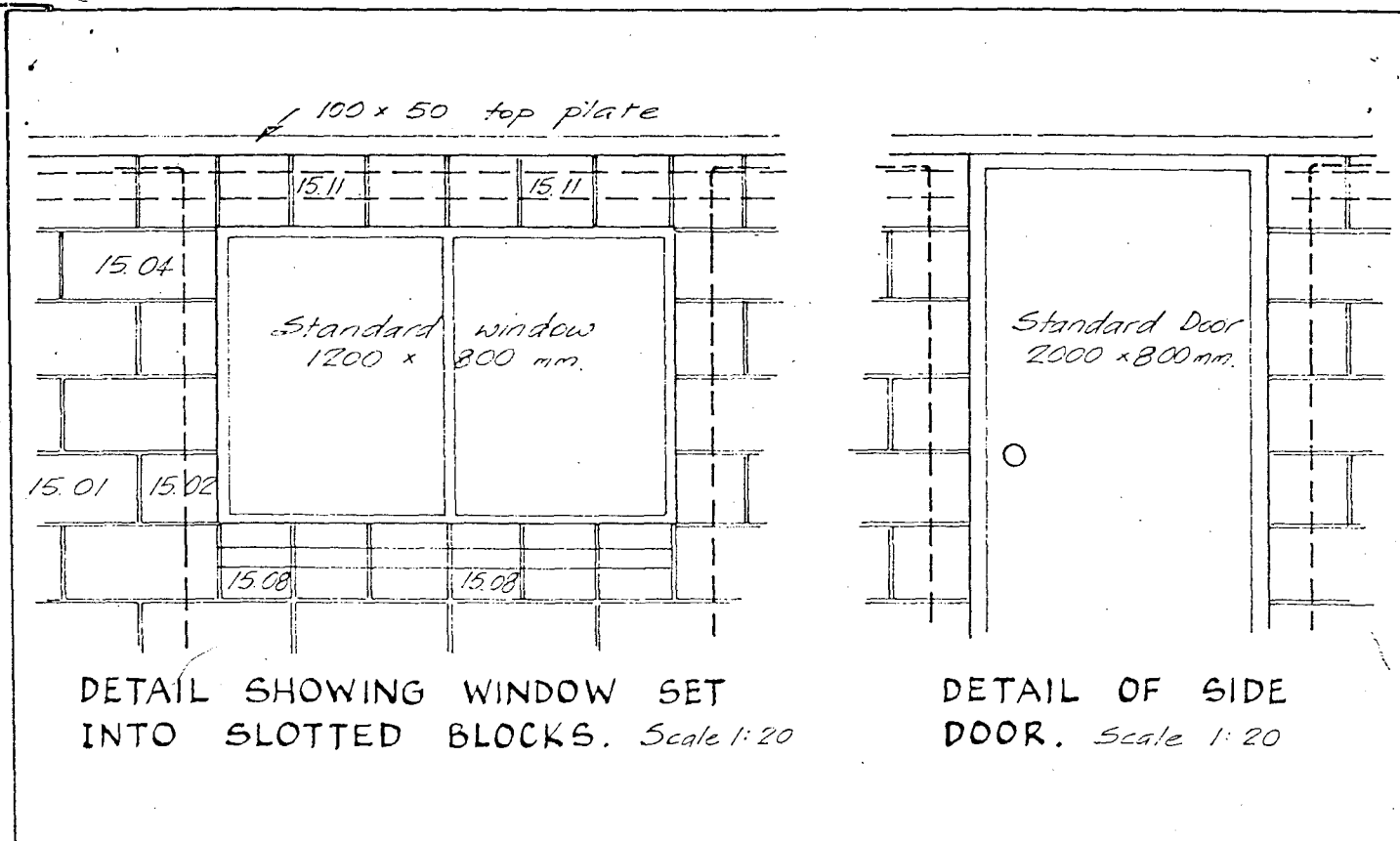
- Lateral Fitting
- Local Pressure
- CP Control Panel
- BK Boundary Kit
- T Tank System
- Site
- Vacuum Chamber
- Vacuum Breather
- Stormwater
- Bend
- Change
- Eye
- Flow Restriction
- Inlet
- Dome Sump
- Double Sump
- Gross Debris Trap

Stormwater

- Inlet
- Inlet Headwall
- Pipe End
- Silt Trap
- Single Sump
- Soak Pit
- Triple Sump
- Junction
- Standard Manhole
- Outlet
- Pump
- Structure
- Basin
- Lateral
- Main
- Lateral Fitting
- Double Sump

Stormwater

- Lateral Fitting
- Single Sump
- Soak Pit
- Inspection point
- Manhole
- All services
- Pipe Protection
- a- Abandoned
- p- Proposed
- os- Out of service
- Landbase
- Easement



SUGGESTED SPECIFICATIONS

Important
This garage must be sited and erected in accordance with local council regulations. A building permit must be obtained before commencing construction. Restricted sitings may require fire-proof eaves or a 20.00 series Vibrapac boundary wall with a parapet.

Foundations/Floor Slab
Excavate and box to dimensions shown. Reinforce with two 12mm diameter rods continuous around four sides with minimum laps of 480mm. Both rods must be tied in place prior to pouring concrete with lower rod approximately 75mm clear of foundation base.

Fix vertical starter rods at points marked on plan. Starter rods must protrude a minimum of 480mm from top of foundation.

Reinforcement is required each side of all openings. Position extra rods where side door is required.

Roof Trusses (4 Required)
Must be approved by your local council.

Position trusses directly above wall columns and fix to top plate with approved truss fixing bracket or dog nails.

Mortar
Suggested Mix

- (2 gallon rubber bucket)
- 4 Buckets Lime and Sand Mortar
- 1 Bucket Cement
- 1/3 Litre Nonporite No. 2.

Mix only sufficient quantities to suit immediate requirements (Mortar should be used within 1½—2 hours after addition of cement). Add Nonporite No. 2 waterproofing additive to the mix following the instructions on container label.

Vibrapac Blocks
Vertical steel rods must be tied to starter rods prior to commencing blockwork.

Lay blocks to bond as shown on plan.

Place 2/12mm diameter rods in bondbeam as shown on plan. Fill vertical cores containing steel reinforcement and bondbeam with 14 MPa concrete. Build in 13mm x 200mm bolts at approximately 1 M centres as fixing for 100mm x 50mm top plate.

Fixing bolts for doors and shelving etc should be built into block-work during construction.

Top Plate
Must be continuous around all four sides, ensure that top plate spanning front door opening is securely nailed up to truss to prevent sagging.

Purlins 100mm x 50mm
Must be on edge and spaced at 700mm max.

Gable Ends
Cut in 100mm x 50mm studs to suit gable cladding.

Roof
Use metal bracing from corner junction of top plate to under side of top purlin at apex of middle trusses. (See detail on plan).

Sark with wire netting and building paper and clad with galvanised Dimond Roofing Iron.
For further information and Vibrapac construction hints contact Winstone (S.I.) Limited.

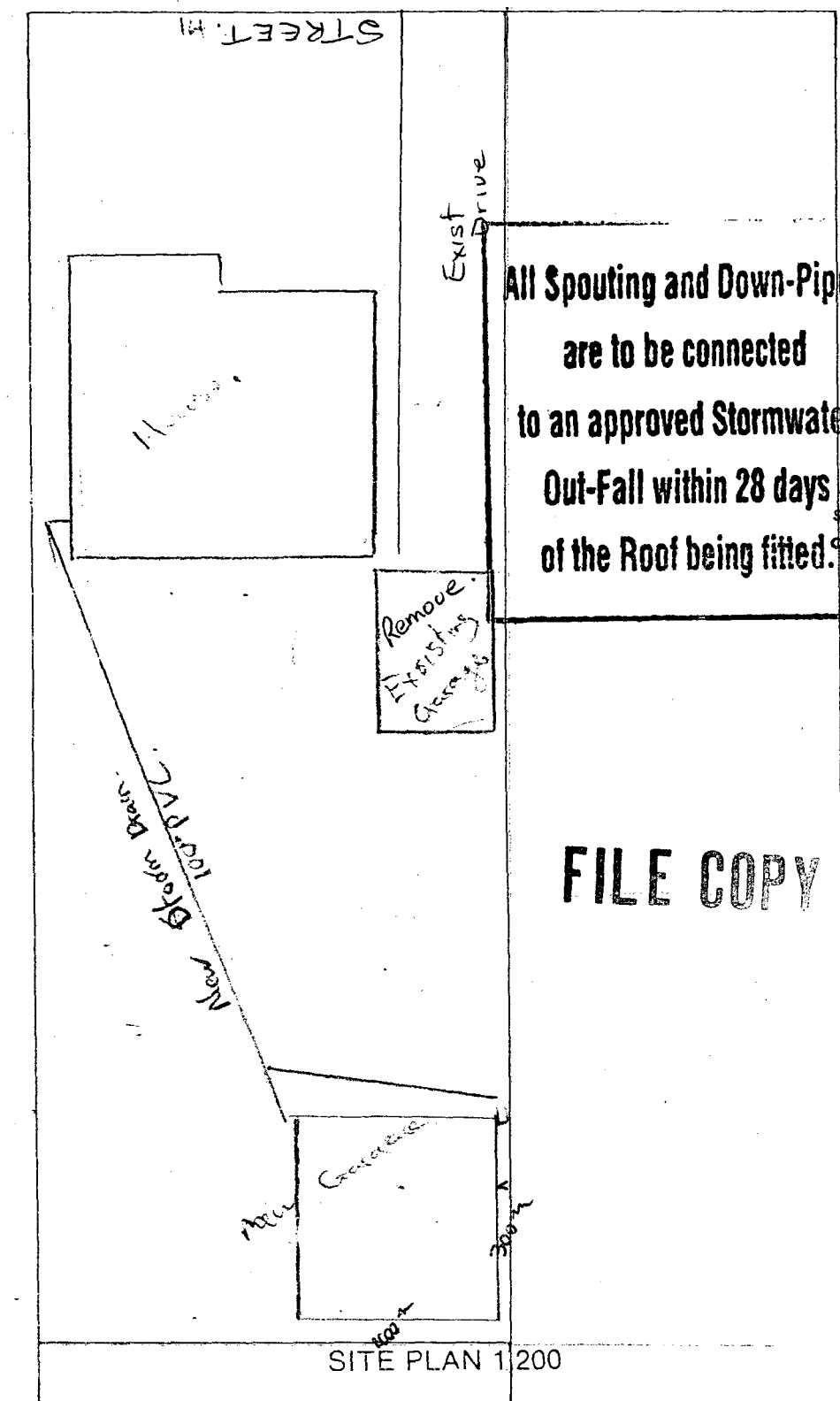


DATE

'VIBRAPAC' CONCRETE MASONRY GARAGE

FOR Paul & Sarah Kiri
ADDRESS 14 Narva Street
Christchurch

PHONE 3386623
LOT No. 3
D.P. 10800 P576.



SIZE 6 x 9m
AREA 54m²
VALUE 6,000
BUILDER
Paul Kiri

PERMIT No.
REMARKS
All building work shall comply with the New Zealand Building Code notwithstanding any inconsistencies which may occur in the drawings and specifications.

CHRISTCHURCH CITY COUNCIL
24 AUG 1994
M. Clark
CONSENT DOCUMENT

WINSTONES (S.I.) LIMITED
Head Office, 202 Cashel Street,
Christchurch,
P.O. Box 175, Phone 792-132

Branches at:
CHRISTCHURCH
Halswell Junction Road, Hornby, Phone 496-099
Leeds Street, Christchurch, Phone 792-130

DUNEDIN
4 Carroll Street, Dunedin, Phone 775-027,
Box 37, Dunedin
Brighton Road, Green Island, Phone 882-158,
Dunedin

ALEXANDRA
Manuhirika Road, Phone 8425, Box 68,
Alexandra

INVERCARGILL
Highway 99, Coopers Corner, Lorneville,
Phone 358-416, Box 278, Invercargill





**14 Nairn Street
Subdivision Consents**





14 Nairn Street
Private occupation of public land



Land Use Resource Consents within 100 metres of 14 Nairn Street

Note: This list does not include subdivision Consents and Certificates of Compliance issued under the Resource Management Act.

1/4 Granton Lane

RMA/2001/1881

Application for a conservatory additon which intrudes the 3 metre setback and reduces outdoor living space - Flat 1 -
Historical Reference RMA20007780

Processing complete

Applied 06/08/2001

Decision issued 10/08/2001

Granted 10/08/2001

1/9 Nairn Street

RMA/2015/3216

Dwelling addition - Historical Reference RMA92031613

Processing complete

Applied 19/11/2015

Decision issued 07/04/2016

Granted 07/04/2016

RMA/2020/515

To Construct a Double Garage

Processing complete

Applied 10/03/2020

Decision issued 21/05/2020

Granted 21/05/2020

10 Nairn Street

RMA/1997/197

Application for south Eastern wall of dwelling to be 23.4m in length without 2.4m step in Plan under Proposed Plan and for dwg extension to be setback 1.7m from south Eastern boundary and to intrude the recession plane drawn from the south Ea - Historical Reference RES970095

Processing complete

Applied 15/01/1997

Decision issued 10/02/1997

Granted 10/02/1997

11 Nairn Street

RMA/1987/716

Consent to construct a dwelling addition sited 900mm from SE internal boundary which intrudes into the 1.8m setback requirement - Historical Reference RES9214826

Processing complete

Applied 23/12/1987

Decision issued 19/01/1988

Granted 19/01/1988

113 Edinburgh Street

RMA/2020/2682

Multi-unit residential complex - six units

Processing complete

Applied 19/11/2020

Conditions changed/cancelled - s127 16/03/2021

Decision issued 02/02/2021

Granted 02/02/2021

125 Edinburgh Street

RMA/2000/268

Application for a reduction of the 5.5m setback forward of the garage - Historical Reference RMA20000727

Withdrawn

Applied 27/01/2000

129 Edinburgh Street

RMA/1989/234

6m extension on garage for hobby - Historical Reference RES9205802

Processing complete

Applied 13/07/1989

Decision issued 08/08/1989

Granted 08/08/1989

16 Nairn Street

RMA/1990/709

Consent to an overheight and oversized accessory building - Historical Reference RES9214829

Processing complete

Applied 05/02/1990

Decision issued 16/02/1990

Granted 16/02/1990

2/135 Edinburgh Street

RMA/2009/1414

Application to erect a conservatory - Historical Reference RMA92014883

Processing complete

Applied 23/09/2009

Decision issued 27/10/2009

Granted 23/10/2009

22 Nairn Street

RMA/1998/2765

Application for a two unit elderly persons housing development where the living area windows of Unit 1 intrude 3m setback in terms of the P - Historical Reference RES983160

Processing complete

Applied 25/11/1998

Decision issued 03/02/1999

Granted 03/02/1999

22A Nairn Street

RMA/1998/2765

Application for a two unit elderly persons housing development where the living area windows of Unit 1 intrude 3m setback in terms of the P - Historical Reference RES983160

Processing complete

Applied 25/11/1998

Decision issued 03/02/1999

Granted 03/02/1999

25 Nairn Street

RMA/1998/1268

Application for a three unit development which does not comply with recession plane; setback; odla; vehicle crossing and no on-site turning. - Historical Reference RES981416

Processing complete

Applied 29/05/1998

Decision issued 08/07/1998

Granted 08/07/1998

RMA/1998/1379

Various non-complying matters for a three Lot subdivision under both plans - Historical Reference RES981560

Processing complete

Applied 04/06/1998

Decision issued 19/06/1998

Granted 19/06/1998

3 Leith Place

RMA/1995/3006

Application to erect a conservatory within 3m side yard setback(2.7m) under the Proposed District Plan. - Historical Reference RES956090

Processing complete

Applied 28/11/1995

Decision issued 08/01/1996

Granted 08/01/1996

7 Nairn Street

RMA/1993/853

Consent to a proposed dwelling addition which intrudes the recession plane - Historical Reference RES9220461

Processing complete

Applied 16/11/1993

Decision issued 06/12/1993

Granted 06/12/1993

RMA/2020/2068

Proposed multi-unit residential complex consisting of six residential units

Processing complete

Applied 17/09/2020

Decision issued 18/12/2020

Declined 18/12/2020

RMA/2021/114

Construct six residential units with attached garages and associated earthworks

On hold - processing suspended by applicant

Applied 22/01/2021

9A Leith Place

RMA/1993/1028

Consent to relocate a dwelling from 77 Maidstone Road to 9 Leith Pl - Historical Reference RES9221791

Processing complete

Applied 15/12/1993

Decision issued 17/02/1994

Granted 17/02/1994

RMA/1993/817

Consent to relocate a dwelling from 447 Papanui Road to 9 Leith Pl - Historical Reference RES9220310

Processing complete

Applied 09/06/1993

Decision issued 25/06/1993

Granted 25/06/1993

RMA/2007/3296

Application to extend the living room area of the existing dwelling - Historical Reference RMA92010664

Processing complete

Applied 12/12/2007

Decision issued 10/01/2008

Granted 10/01/2008

Data Quality Statement

Land Use Consents

All resource consents are shown for sites that have been labelled with an address. For sites that have been labelled with a cross (+) no resource consents have been found. Sites that have no label have not been checked for resource consents. This will be particularly noticeable on the margins of the search radius. If there are such sites and you would like them included in the check, please ask for the LIM spatial query to be rerun accordingly. This will be done free of charge although there may be a short delay. Resource consents which are on land occupied by roads, railways or rivers are not, and currently cannot be displayed, either on the map or in the list. Resource consents that relate to land that has since been subdivided, will be shown in the list, but not on the map. They will be under the address of the land as it was at the time the resource consent was applied for. Resource consents that are listed as Non-notified and are current, may in fact be notified resource consents that have not yet been through the notification process. If in doubt. Please phone (03)941 8999.

The term “resource consents” in this context means land use consents. Subdivision consents and certificates of compliance are excluded.

Subdivision Consents

All subdivision consents are shown for the sites that have been labelled with consent details. For Sites that have been labelled with a cross (+) no records have been found. Sites that have no label have not been checked for subdivision consents. This will be particularly noticeable on the margins of the search radius. If there are such sites and you would like them included in the check, please ask for the LIM spatial query to be rerun accordingly. This will be done free of charge although there may be a short delay.

The term “subdivision consents” in this context means a resource consent application to subdivide land. Non subdivision land use resource consents and certificates of compliance are excluded.

This report will only record those subdivision applications which have not been completed i.e once a subdivision has been given effect to and the new lots/properties have been established the application which created those lots will not be shown

All subdivision consent information is contained on the map and no separate list is supplied

Insurance & EQC

RayWhite®



We recommend that you seek legal and/or technical advice regarding this document. This information has been supplied by the vendor or vendor's agents. Accordingly, Inline Realty Limited is merely passing over the information supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited or reviewed the information and intending purchasers are advised to conduct their own due diligence investigation into the same. To the maximum extent permitted by law, Inline Realty Limited do not accept any responsibility to any person for the accuracy of the information herein.

14 Nairn Street, Spreydon

RayWhite

Insurance Details:

Insurance Company: AA Insurance

Policy Number: AHM012219132

Claims Made: The vendor has advised that an insurance claim for the driveway was cash settled by the previous owner and that this cash settlement was passed over to the Vendor who has subsequently had the driveway repaired.

EQC Details:

Claim Number: CLM/2010/088780

Event: 2010

Status: The vendor has advised that the EQC Claim/s were lodged by the previous owner who had the repairs completed prior to the Vendor purchasing the property. It is recommended that you get a building inspector or other specialist to confirm this and to verify the effectiveness of the repairs.

This information has been provided to Inline Realty Ltd by the Vendor. Inline Realty Ltd have been unable to validate this information and makes no warranty as to the accuracy of the information supplied herein. Inline Realty Ltd recommends that prospective purchasers obtain their own independent specialist advice and carry out their own due diligence.

EQC Full Assessment Report

Claim Number: CLM/2010/088780
Claimant: NATHAN LESLIE PETER
Property Address: 14 NAIRN STREET
 SPREYDON
 CHRISTCHURCH 8024

Assessment Date: 26/10/2011 18:42
Assessor: Jones, Daniel
Estimator: McGuffie, Nick
Property Occupied By: Owner Occupied

Claimant Setup

Type	Name	Home Number	Mobile Number	Work Number	Email Address
Owner	NATHAN LESLIE, PETER				

Insurance & Mortgage Details

Insurance Details - From Claim Centre

Insurer	Policy Type	Policy Number	Insurance Sighted	Insurance Valid
Vero	Dwelling		Yes	

Insurance Details - Added in COMET

Insurer	Policy Type	Policy Number	Insurance Sighted	Insurance Valid
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Insurance Details - Comments

As sighted on April 2011 renewal certificate.

Mortgage Details - From Claim Centre

Bank

Mortgage Details - Added in COMET

Bank
NATIONAL BANK OF NEW ZEALAND

Mortgage Details - Comments

Opt Out

For repairs costing between \$10,000 and \$100,000 the claimant wishes to manage their own repairs? No

Hazards

Hazards:

Property Sticker: No Sticker

Building Configurations

Leaky Home Syndrome? No

Building Name	Number of floors	Building Finish	Age of house	Footprint	Area (m2)
Main Dwelling	1	Standard	<1935	Rectangular	97.74
Garage	1	Standard	1961 - 1980	Rectangular	36.60

Full Assessment

Site

Element	Type	Material	Damages	Measure	Rate	Cost
Garden Shed	Garden	Steel	No Earthquake Damage			
Land	Exposed	Soil	No Earthquake Damage			
Land	Under dwelling	Soil	No Earthquake Damage			
Main Access	Drive	Asphalt	No Earthquake Damage			

General Comments:

Services

Element	Type	Material	Damages	Measure	Rate	Cost
Sewerage	Town Connection	PVC Pipe	No Earthquake Damage			
Water Supply	Town Connection	Plastic	No Earthquake Damage			

General Comments:

Main Dwelling

Exterior

Elevation (North Wall)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Porch / Veranda	External	Timber	No Earthquake Damage			
Stairs (External)	Straight	Concrete	Cosmetic Damage			
			Grind out and epoxy fill concrete	0.60 l/m	35.00	21.00
			Cosmetic Damage			
			Solid plaster repair	0.01 m2	85.00	0.85
			Cosmetic Damage			
Wall Cladding	Weatherboard	Timber	Paint stairs	0.50 m2	29.00	14.50
			Cracking			
			Gap fill and paint	35.10 m2	38.00	1,333.80
Wall framing	Timber Frame	Timber	No Earthquake Damage			

General Comments:

Elevation (South Wall)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Weatherboard	Timber	No Earthquake Damage			
Wall framing	Timber Frame	Timber	No Earthquake Damage			

General Comments:

Elevation (West Wall)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Weatherboard	Timber	Cracking			
			Gap fill and paint	12.96 m2	38.00	492.48
Wall framing	Timber Frame	Timber	No Earthquake Damage			

General Comments: paint external to internal . Gable end shingles 2 sq.

Elevation (East Wall)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Wall Cladding	Weatherboard	Timber	Cracking			

Wall Cladding	Weatherboard	Timber	Gap fill and paint	23.76 m2	38.00	902.88
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Wall framing	Timber Frame	Timber	No Earthquake Damage			
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General Comments: Timber frame 8.8 x 2.7m . Timber deck . Support post by 4, lazer light roof 8.8 x 2.5m

Foundations (Ring foundation)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Piles	Ordinary	Concrete	No Earthquake Damage			
Ring foundation	Load bearing	Concrete	Cracks to ring foundation			
			Grind out and epoxy fill cracks	0.30 l/m	30.00	9.00
			Cracks to ring foundation			
			Paint foundation	0.30 m2	39.00	11.70

General Comments: South foundation crack.

Roof (Rolled iron)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Down pipes	Round	PVC	No Earthquake Damage			
Fascia / Barge	Timber	Timber	Total Failure			
			Remove, dispose, replace and paint fascia	3.00 l/m	87.00	261.00
Roof Covering	Pitched	Steel	No Earthquake Damage			
Roof framing	Framed	Timber	No Earthquake Damage			
Soffit	T&G	T and G	No Earthquake Damage			
Spouting	Gutter	PVC	Movement damage			
			Replace PVC spouting	3.00 l/m	48.40	145.20

General Comments: Damage to fascia and spouting on south side at chimney.

Chimney (Exterior) (Red brick)

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
One story chimney	Single Pot	Brick	Collapsed chimney			
			EXT - Brick - To base - 1 POT	1.00 item	8,983.00	8,983.00

General Comments:

Ground Floor - Kitchen

Damage: No damage

Require Scaffolding? No

General Comments: Softboard tile ceiling, wallpapered gib walls, vinyl over timber floor, electric stove, laminate bench, timber wibdows and doors.

Ground Floor - Bathroom

Damage: Earthquake damage

Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Bath	Acrylic	Standard specification	No Earthquake Damage			
Bathroom Sink	Basin	Standard specification	No Earthquake Damage			
Ceiling	Gib	Paint	Cosmetic Damage			
			Gap fill and paint trims	8.00 l/m	17.00	136.00
Door (Internal)	Single Solid Core	Timber	No Earthquake Damage			
Floor	T&G	Painted dust sealed	No Earthquake Damage			
Heating	Electric	Other	No Earthquake Damage			
			No Earthquake Damage			

Mirror (Fixed)	Standard Spec	Mirror	No Earthquake Damage			
Shower	shower Over bath with Door	Acrylic shower	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
		Paint wall		21.60 m2	24.00	518.40
Window	Aluminium Awning	Pane single glazed	No Earthquake Damage			

General Comments:**Ground Floor - Lounge (Includes dining)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Softboard	Softboard tiles	Cosmetic Damage			
			Refix plasterboard	4.00 m2	3.50	14.00
			Cosmetic Damage			
			Paint Ceiling	27.30 m2	24.00	655.20
Door (External)	French doors	Timber	Cosmetic damage			
			Gap fill and paint jambs / sills	16.00 l/m	13.00	208.00
Door (Internal)	Single Solid Core	Timber	No Earthquake Damage			
Floor	T&G	Carpet	No Earthquake Damage			
Heating	Wood	Wood burner	No Earthquake Damage			
Wall covering	Gib	Lining paper / paint	Crack to cupboard			
			Repair	250.00 \$	0.00	250.00
Window	Timber medium	Pane single glazed	Broken glass			
			Remove and reglaze 4mm single	0.72 m2	360.00	259.20
			Cosmetic damage			
			Repaint window and frame	12.00 l/m	8.00	96.00
Window coverings	Curtains	Cotton fabric	No Earthquake Damage			

General Comments: Crackin hot water cupboard. Paint exterior bay window. Paint exterior French door.**Ground Floor - Toilet****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Solid Core	Timber	No Earthquake Damage			
Floor	T&G	Vinyl	No Earthquake Damage			
Toilet	Standard	Standard Spec	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	11.04 m2	27.00	298.08
Window	Timber small	Pane single glazed	No Earthquake Damage			

General Comments:**Ground Floor - Bedroom (By kitchen)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Lath and Plaster	Lining paper / paint	Cosmetic Damage			
			Remove, dispose and replace lining paper	12.20 m2	30.00	366.00
			Cosmetic Damage			
			Paint Ceiling	12.20 m2	24.00	292.80
Door (Internal)	Single Solid Core	Timber	No Earthquake Damage			
Floor	T&G	Carpet	No Earthquake Damage			
Trim	Painted MDF	Trim 60mm	Damaged finish			
			Gap fill and paint trims	14.00 l/m	12.00	168.00
Wall covering	Gib	Paint	Cosmetic damage			

Wall covering	Gib	Paint	Rake out, plaster and paint	37.80 m2	27.00	1,020.60
Window	Timber medium	Pane single glazed	No Earthquake Damage			
Window coverings	Roman Blinds (Fabric)	Cotton fabric	No Earthquake Damage			

General Comments:**Ground Floor - Hallway****Damage:** No damage**Require Scaffolding?** No**General Comments:** Timber dado to 1.8 m. Painted lining paper over lath and plaster, carpeted timber floor, timber door.**Ground Floor - Laundry****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Lath and Plaster	Lining paper / paint	Cosmetic Damage			
			Remove, dispose and replace lining paper	2.10 m2	30.00	63.00
			Cosmetic Damage			
			Paint Ceiling	2.10 m2	24.00	50.40
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	T&G	Vinyl	No Earthquake Damage			
Wall covering	Gib	Paint	No Earthquake Damage			
Wash tub	Single	Stainless Steel	No Earthquake Damage			
Window	Timber medium	Pane single glazed	No Earthquake Damage			
Window coverings	Horizontal Blinds	Timber	No Earthquake Damage			

General Comments:**Ground Floor - Bedroom (Corner by bathroom)****Damage:** Earthquake damage**Require Scaffolding?** No

Element	Type	Material	Damages	Measure	Rate	Cost
Ceiling	Lath and Plaster	Stipple	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	T&G	Carpet	No Earthquake Damage			
Wall covering	Gib	Lining paper / paint	No Earthquake Damage			
Window	Bay Window	Pane single glazed	Cosmetic damage			
			Repaint window and frame	10.00 l/m	8.00	80.00

General Comments: Paint exterior bay. Window.**Ground Floor - Bedroom (Corner by drive)****Damage:** No damage**Require Scaffolding?** No**General Comments:** Stipple over lath ceiling, painted lining paper over lath walls, carpeted timber floor, timber windows and doors, curtains.**Garage****Exterior****Elevation (North Wall)****Damage:** No damage**Require Scaffolding?** No**General Comments:** Block construction 6 x 2.2m**Elevation (South Wall)****Damage:** No damage**Require Scaffolding?** No**General Comments:** Block construction 6 x 2.2m**Elevation (West Wall)**

Damage: No damage
Require Scaffolding? No
General Comments: Block construction 6 x 2.2m

Elevation (East Wall)

Damage: No damage
Require Scaffolding? No
General Comments: Block construction 6 x 2.2m

Roof (Rolled iron)

Damage: No damage
Require Scaffolding? No
General Comments:

Foundations (Concrete slab)

Damage: Earthquake damage
Require Scaffolding? No

Element	Type	Material	Damages	Measure	Rate	Cost
Slab foundation	Concrete Slab	Concrete	Cosmetic cracking			
			Grind out and epoxy fill (up to 5mm)	12.00 l/m	60.00	720.00

General Comments:

Ground Floor - Room (Other) (External garage)

Damage: No damage
Require Scaffolding? No
General Comments: Block construction , tilt a door metal , external timber , window

Fees**Fees**

Name	Duration	Estimate
Contents movement fee	1.00	1,141.89
Scaffold hire - Mobile single lift aluminium	1.00	150.00
Scaffold - Weekly Rental	1.00	200.00

Overheads

Name	Estimate
Preliminary and general	1,389.69
Margin	2,025.27
GST	3,341.69

Scope Of Works Estimate

Property

Description	Estimate
Site	0.00
Services	0.00
	0.00

Main Dwelling

Name	Description	Estimate
Exterior	Elevation (East Wall)	902.88
	Elevation (North Wall)	1,370.15
	Chimney (Exterior) (Red brick)	8,983.00
	Foundations (Ring foundation)	20.70
	Roof (Rolled iron)	406.20
	Elevation (South Wall)	0.00
	Elevation (West Wall)	492.48
		12,175.41

Floor	Description	Estimate
Ground Floor	Bathroom	654.40
	Bedroom (By kitchen)	1,847.40
	Bedroom (Corner by bathroom)	80.00
	Bedroom (Corner by drive)	0.00
	Hallway	0.00
	Kitchen	0.00
	Laundry	113.40
	Lounge (Includes dining)	1,482.40
	Toilet	298.08
		4,475.68

4,475.68

Garage

Name	Description	Estimate
Exterior	Foundations (Concrete slab)	720.00
	Elevation (East Wall)	0.00
	Elevation (North Wall)	0.00
	Roof (Rolled iron)	0.00
	Elevation (South Wall)	0.00
	Elevation (West Wall)	0.00
		720.00

Floor	Description	Estimate
Ground Floor	Room (Other) (External garage)	0.00
		0.00

0.00

Fees

Description	Estimate
Contents movement fee	1,141.89
Scaffold hire - Mobile single lift aluminium	150.00
Scaffold - Weekly Rental	200.00
	1,491.89

Overheads

Description	Estimate
Preliminary and general	1,389.69
Margin	2,025.27
GST	3,341.69
	6,756.64
Total Estimate	25,619.62

Inspection Sign Off

Description	Answer	comments
Contents Damage		
Has the contents schedule been left with claimant?	No	
Have the contents been sighted?	No	
Land Damage		
Is there land damage?	No	
Landslip damage has been assessed on paper	No	
Was a full inspection done?		
In roof space	Yes	
On roof?	Yes	
Under sub floor?	Yes	
Decline Claim		
Recommend Declining Claim	No	
Next Action:		

Previous Claim Numbers (recorded manually in field)

- None advised

File Notes

Date Created:	26/10/2011 16:20
Created :	Jones, Daniel
Subject:	File note
Note:	Dwelling is habitable, occupied and weathertight. Formed level drive on access to a level site. Dwelling comprises a tween wars bungalow that looks to be built about 1930 with more recent upgrading. Concrete foundations, weatherboard exterior, galvanised iron roof. Lath, timber and gib linings generally. Average to good general condition for a structure of this age and materials generally. Attendant light cosmetic damage in the main.
Next Action:	
Date Created:	30/10/2011 02:49
Created :	Administrator, Alchemy
Subject:	COMET sent to EQR on 30/10/2011
Note:	COMET sent to EQR on 30/10/2011
Next Action:	

Urgent Works Items

Scope of Works



Document explanatory note:

This document provides a summary of the earthquake damage identified by the EQC assessment team. Land, building and room by room damage is listed along with an indication of how this damage is to be repaired. A glossary of terms describing the type of damage that may be listed on your Scope of Works is provided at the end of this document.

Customer: NATHAN LESLIE PETER

Assessment of Property at 14 NAIRN STREET, SPREYDON, CHRISTCHURCH 8024 on 26/10/2011

Site

Element	Damage	Repair
Garden Shed (Garden - Steel - 3.00 m2)		
Land (Exposed - Soil - 600.00 m2)		
Land (Under dwelling - Soil - 98.00 m2)		
Main Access (Drive - Asphalt - 105.00 m2)		

Services

Element	Damage	Repair
Sewerage (Town Connection - PVC Pipe - 20.00 l/m)	No Earthquake Damage	
Water Supply (Town Connection - Plastic - 20.00 l/m)	No Earthquake Damage	

Main Dwelling

Exterior

Elevation (North Wall)

Element	Damage	Repair
Porch / Veranda (External - Timber - 3.20 m2)	No Earthquake Damage	
Stairs (External) (Straight - Concrete - .60 l/m)	Cosmetic Damage	Grind out and epoxy fill concrete 0.60 l/m
	Cosmetic Damage	Solid plaster repair 0.01 m2
	Cosmetic Damage	Paint stairs 0.50 m2
Wall Cladding (Weatherboard - Timber - 35.10 m2)	Cracking	Gap fill and paint 35.10 m2
Wall framing (Timber Frame - Timber - 35.10 m2)	No Earthquake Damage	

Elevation (South Wall)

Element	Damage	Repair
Wall Cladding (Weatherboard - Timber - 35.10 m2)	No Earthquake Damage	
Wall framing (Timber Frame - Timber - 35.10 m2)	No Earthquake Damage	

Elevation (West Wall)

Element	Damage	Repair
Wall Cladding (Weatherboard - Timber - 22.68 m2)	Cracking	Gap fill and paint 12.96 m2

Wall framing (Timber Frame - Timber - 22.68 m2) No Earthquake Damage

Elevation (East Wall)

Element	Damage	Repair	
Wall Cladding (Weatherboard - Timber - 23.76 m2)	Cracking	Gap fill and paint	23.76 m2
Wall framing (Timber Frame - Timber - 23.76 m2)	No Earthquake Damage		

Foundations (Ring foundation)

Element	Damage	Repair	
Piles (Ordinary - Concrete - 1.00 item)	No Earthquake Damage		
Ring foundation (Load bearing - Concrete - 40.00 l/m)	Cracks to ring foundation	Grind out and epoxy fill cracks	0.30 l/m
	Cracks to ring foundation	Paint foundation	0.30 m2

Roof (Rolled iron)

Element	Damage	Repair	
Down pipes (Round - PVC - 4.00 No of)	No Earthquake Damage		
Fascia / Barge (Timber - Timber - 40.00 l/m)	Total Failure	Remove, dispose, replace and paint fascia	3.00 l/m
Roof Covering (Pitched - Steel - 117.00 m2)	No Earthquake Damage		
Roof framing (Framed - Timber - 117.00 m2)	No Earthquake Damage		
Soffit (T&G - T and G - 40.00 l/m)	No Earthquake Damage		
Spouting (Gutter - PVC - 40.00 l/m)	Movement damage	Replace PVC spouting	3.00 l/m

Chimney (Exterior) (Red brick)

Element	Damage	Repair	
One story chimney (Single Pot - Brick - 1.00 item)	Collapsed chimney	EXT - Brick - To base - 1 POT	1.00 item

Interior

Ground Floor - Kitchen

Room Size: 3.10 x 3.70 = 11.47 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair	
No Damage			

Ground Floor - Bathroom

Room Size: 2.30 x 1.70 = 3.91 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair	
Bath (Acrylic - Standard specification - 1.00 item)	No Earthquake Damage		
Bathroom Sink (Basin - Standard specification - 1.00 item)	No Earthquake Damage		
Ceiling (Gib - Paint - 3.91 m2)	Cosmetic Damage	Gap fill and paint trims	8.00 l/m
Door (Internal) (Single Solid Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Painted dust sealed - 3.91 m2)	No Earthquake Damage		
Heating (Electric - Other - 1.00 item)	No Earthquake Damage		
	No Earthquake Damage		

Mirror (Fixed) (Standard Spec - Mirror - .63 m2) No Earthquake Damage

Shower (shower Over bath with Door - Acrylic shower - .60 m2) No Earthquake Damage

Wall covering (Gib - Paint - 21.60 m2) Cosmetic damage Paint wall 21.60 m2

Window (Aluminium Awning - Pane single glazed - 1.00 No of) No Earthquake Damage

Ground Floor - Lounge (Includes dining)

Room Size: 6.50 x 4.20 = 27.30 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Softboard - Softboard tiles - 27.30 m2)	Cosmetic Damage	Refix plasterboard	4.00 m2
	Cosmetic Damage	Paint Ceiling	27.30 m2
Door (External) (French doors - Timber - 1.00 No of)	Cosmetic damage	Gap fill and paint jambs / sills	16.00 l/m
Door (Internal) (Single Solid Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Carpet - 27.30 m2)	No Earthquake Damage		
Heating (Wood - Wood burner - 1.00 item)	No Earthquake Damage		
Wall covering (Gib - Lining paper / paint - 51.36 m2)	Crack to cupboard	Repair	
Window (Timber medium - Pane single glazed - 2.00 No of)	Broken glass	Remove and reglaze 4mm single	0.72 m2
	Cosmetic damage	Repaint window and frame	12.00 l/m
Window coverings (Curtains - Cotton fabric - 1.00 item)	No Earthquake Damage		

Ground Floor - Toilet

Room Size: 0.90 x 1.40 = 1.26 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.20 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 1.26 m2)	No Earthquake Damage		
Door (Internal) (Single Solid Core - Timber - 1.00 No of)	No Earthquake Damage		
Floor (T&G - Vinyl - 1.26 m2)	No Earthquake Damage		
Toilet (Standard - Standard Spec - 1.00 item)	No Earthquake Damage		
Wall covering (Gib - Paint - 11.04 m2)	Cosmetic damage	Rake out, plaster and paint	11.04 m2
Window (Timber small - Pane single glazed - 1.00 No of)	No Earthquake Damage		

Ground Floor - Bedroom (By kitchen)

Room Size: 3.70 x 3.30 = 12.21 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair	
Ceiling (Lath and Plaster - Lining paper / paint - 12.21 m2)	Cosmetic Damage	Remove, dispose and replace lining paper	12.20 m2
	Cosmetic Damage	Paint Ceiling	12.20 m2
Door (Internal) (Single Solid Core - Timber - 2.00 No of)	No Earthquake Damage		
Floor (T&G - Carpet - 12.21 m2)	No Earthquake Damage		
Trim (Painted MDF - Trim 60mm - 14.00 l/m)	Damaged finish	Gap fill and paint trims	14.00 l/m
Wall covering (Gib - Paint - 37.80 m2)	Cosmetic damage	Rake out, plaster and paint	37.80 m2
Window (Timber medium - Pane single glazed - 1.00 No of)	No Earthquake Damage		

Window coverings (Roman Blinds (Fabric) - No Earthquake Damage
Cotton fabric - 1.00 item)

Ground Floor - Hallway

Room Size: 1.70 x 3.60 = 6.12 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair
No Damage		

Ground Floor - Laundry

Room Size: 2.10 x 1.00 = 2.10 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair
Ceiling (Lath and Plaster - Lining paper / paint - 2.10 m2)	Cosmetic Damage	Remove, dispose and replace lining paper 2.10 m2
	Cosmetic Damage	Paint Ceiling 2.10 m2
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage	
Floor (T&G - Vinyl - 25.20 m2)	No Earthquake Damage	
Wall covering (Gib - Paint - 67.68 m2)	No Earthquake Damage	
Wash tub (Single - Stainless Steel - 1.00 item)	No Earthquake Damage	
Window (Timber medium - Pane single glazed - 1.00 No of)	No Earthquake Damage	
Window coverings (Horizontal Blinds - Timber - 1.00 item)	No Earthquake Damage	

Ground Floor - Bedroom (Corner by bathroom)

Room Size: 3.60 x 4.30 = 15.48 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
Ceiling (Lath and Plaster - Stipple - 15.48 m2)	No Earthquake Damage	
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage	
Floor (T&G - Carpet - 15.48 m2)	No Earthquake Damage	
Wall covering (Gib - Lining paper / paint - 37.92 m2)	No Earthquake Damage	
Window (Bay Window - Pane single glazed - 1.00 No of)	Cosmetic damage	Repaint window and frame 10.00 l/m

Ground Floor - Bedroom (Corner by drive)

Room Size: 4.20 x 3.60 = 15.12 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair
No Damage		

Garage

Exterior

Elevation (North Wall)

Element	Damage	Repair
No Damage		

Elevation (South Wall)

Element	Damage	Repair
---------	--------	--------

No Damage

Elevation (West Wall)

Element	Damage	Repair
---------	--------	--------

No Damage

Elevation (East Wall)

Element	Damage	Repair
---------	--------	--------

No Damage

Roof (Rolled iron)

Element	Damage	Repair
---------	--------	--------

No Damage

Foundations (Concrete slab)

Element	Damage	Repair
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Slab foundation (Concrete Slab - Concrete - 36.00 m2)	Cosmetic cracking	Grind out and epoxy fill (up to 5mm)	12.00 l/m
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Interior**Ground Floor - Room (Other) (External garage)**

Room Size: 6.00 x 6.00 = 36.00 (length(m) x width(m) = Area Size(m2))

Stud Height: 2.20 m

Element	Damage	Repair
---------	--------	--------

No Damage

Scope of Works - Glossary of Terms

Cosmetic Damage	Cosmetic damage is used to record repairs to an element that can be done in situ e.g. minor cracking to plasterboard. For example a repair strategy may state "rake, stop and paint" and this is carried out without needing to remove or replace the damaged element. Where the plasterboard for example needs to be removed and replaced, this will be recorded as 'structural damage'.
Impact Damage	Impact damage is where an element or part of a building sustains earthquake damage and then breaks away or collapses causing damage to another part of the building. An example is a chimney that has collapsed and caused damage to roof tiles.
Structural Damage	The term structural damage is used where a repair requires an element to be removed and replaced e.g. major cracking to plasterboard or external cladding that has been dislodged. This term does not relate to the structural integrity of the building as a whole, but to the individual element only.

Additional Information

Building Terms	The Department of Building and Housing website has a comprehensive list of common building terms: http://www.dbh.govt.nz/building-az-wxyz
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Statement of Claim Checklist / Repair Strategy

Date: 29/1/11

Author: D.H.

CLM/2010/088780

N L PETER
14 NAIRN STREET
SPREYDON
CHRISTCHURCH 8024
H: [REDACTED]
W: [REDACTED]
M: [REDACTED]

LA: D.H.

Estimator: S. Franks

Room	Earthquake Damage	Walls	Ceiling	Floor	Repair Strategy
	Y/N	✓	✓	✓	
6.0x6.4 Lounge	Y	✓			Hot water cylinder moved Cracking to rear & side walls (6m) of hot water cylinder cupboard Reinforce & replaster
Dining Room	Y				Remove & replace broken glass to window in lounge 4x (1x0.5m) Reattach ceiling tiles to battens
Kitchen					
Family Room	NA				
4.2 x 3.6 Bedroom 1	Y	✓			Remove & replace door architrave & entry Builder (5 hrs)
Ensuite	NA				
4.2 x 3.6 Bedroom 2	Y				Remove & replace door architrave @ entry Builder (5 hrs)
3.6 x 2.8 Bedroom 3	Y	✓	✓	✓	Reinforce crack (3m) replaster & paint Capill along cornice/ceiling joint & paint ceiling Uplift & refit carpet

SOC / Repair Strategy – Page 2

Room	Earthquake Damage	Walls	Ceiling	Floor	Repair Strategy
	Y/N	✓	✓	✓	
Bedroom 4	N/A				
Bathroom	N				
Toilet 1	N				
Toilet 2	N/A				
Office / Study	N/A				
Rumpus	N/A				
Entry / Hall(s)	N/A				Remove & replace cracked door architrave x 3 Builder (8hrs)
Stairwell	N/A				
Laundry	N				
Garage	Y			✓	Grind out crack in floor (4m) epoxy fill.
Other					

Item		Event Damage Y / N	Repair Strategy
Roof		N.	
EXTERNAL WALLS	North	N.	
	South	Y.	3m panner cracking to weather boards Gap fill & paint 20m ² painting
	East	Y.	1m paint cracking to weather boards Gap fill & paint 35m ² painting
	West	Y.	1m paint cracking to e soffit Gap fill & paint 7m ² painting
Decks		N.	
CHIMNEY	Base	Y.	1 x External chimney Remove & replace from ground to soffit. Rebuild to pre quake position
	Ceiling Cavity	N.	
	Above Roof	N.	
	Fireplace	N.	

SOC / Repair Strategy – Page 4

Item	Event Damage	Repair Strategy
	Y / N	
Foundations	Y	Grind out cracking to foundation epoxy & paint WEST - 0.5m cracking. 7m ² painting
Piling	N	
Services	Y	Hd water cylinder moved Reattach & realign. 4hrs
Other Dwelling Items	N	
Outbuildings	N	
Land & Retaining Walls (Discuss with Supervisor)	N	

Supplementary Notes:

I confirm the rooms and areas listed above have been inspected by an EQC representative.

Damage caused by the event has been noted and to my knowledge there are no other areas of damage resulting from the event.

Signature of Claimant: _____

Dated: _____

29/1/11

.....
(Initials)

NOTE: THIS FORM IS TO BE COMPLETED IN THE CLAIMANT'S PRESENCE.

Additional Information

RayWhite®



We recommend that you seek legal and/or technical advice regarding this document. This information has been supplied by the vendor or vendor's agents. Accordingly, Inline Realty Limited is merely passing over the information supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited or reviewed the information and intending purchasers are advised to conduct their own due diligence investigation into the same. To the maximum extent permitted by law, Inline Realty Limited do not accept any responsibility to any person for the accuracy of the information herein.

Rental Appraisal

RayWhite



14 Nairn Street, Spreydon

Key Features



Condition: Good

Furnishings: Unfurnished

Additional Features:

- Three bedrooms
- Spacious open plan kitchen / dining
- Separate laundry
- Fully fenced section
- Close to shops and amenities

Need advice?

Contact Mark to
find out how we
can help.

Based on today's market, the property could be rented for \$450 to \$475 per week



Mark Davison

Property Manager

027 510 7822 | rentals.inline@raywhite.com

Inline Property Management

Disclaimer: Inline Property Management have carried out this rental appraisal in good faith based on comparative available properties and local area knowledge. The appraisal is reflective of current market conditions so may change in future. No site visit has been conducted and this appraisal is not intended to be used for finance purposes- if you require this, please let us know. The appraisal is valid for 14 days from the date of issue. It is assumed the property appraised complies with all building consents and council codes and bylaws required for use as permanent habitable accommodation and no liability is accepted for error or omission of fact or opinion.

14 Nairn Street, Spreydon

RayWhite

Foundation Technical Category : 2

Land that was classified Technical Category 2 (TC2) was suitable for homes to be repaired or rebuilt after the 2010/11 Canterbury earthquakes.

TC2 land may have experienced liquefaction-related land damage and settlement during the 2010/11 Canterbury earthquakes. Land damage from liquefaction is possible on TC2 land in future significant earthquakes. While TC2 land is considered suitable for residential construction, stronger foundations are required for house repairs and rebuilds. This may include standard timber piled foundations for houses with lightweight cladding and roofing and suspended timber floors or enhanced concrete foundations.

Detailed information about foundation requirements is available on the Ministry of Business, Innovation and Employment (MBIE) website.

Please note that this information was sourced from propertysearch.canterburymaps.govt.nz. Inline Realty Ltd have been unable to validate this information and makes no warranty as to the accuracy of the information supplied herein. Inline Realty Ltd recommends that prospective purchasers obtain their own independent specialist advice and carry out their own due diligence.

Property Information

Property address	14 NAIRN STREET, SPREYDON, CHRISTCHURCH
Legal description	Lot 3 DP 10800
Property area (hectares)	0.0607
Valuation number	22622 65500
Differential category	Residential

Rating valuation as valued on 1/8/2019

Used to calculate your rates from 1 July 2020 until 30 June 2023.

Note: If your valuation is adjusted mid-year this may not adjust your rates until the following 1 July.

Land value	\$220,000
+ Value of improvements	\$265,000
= Capital value	\$485,000

Rates information

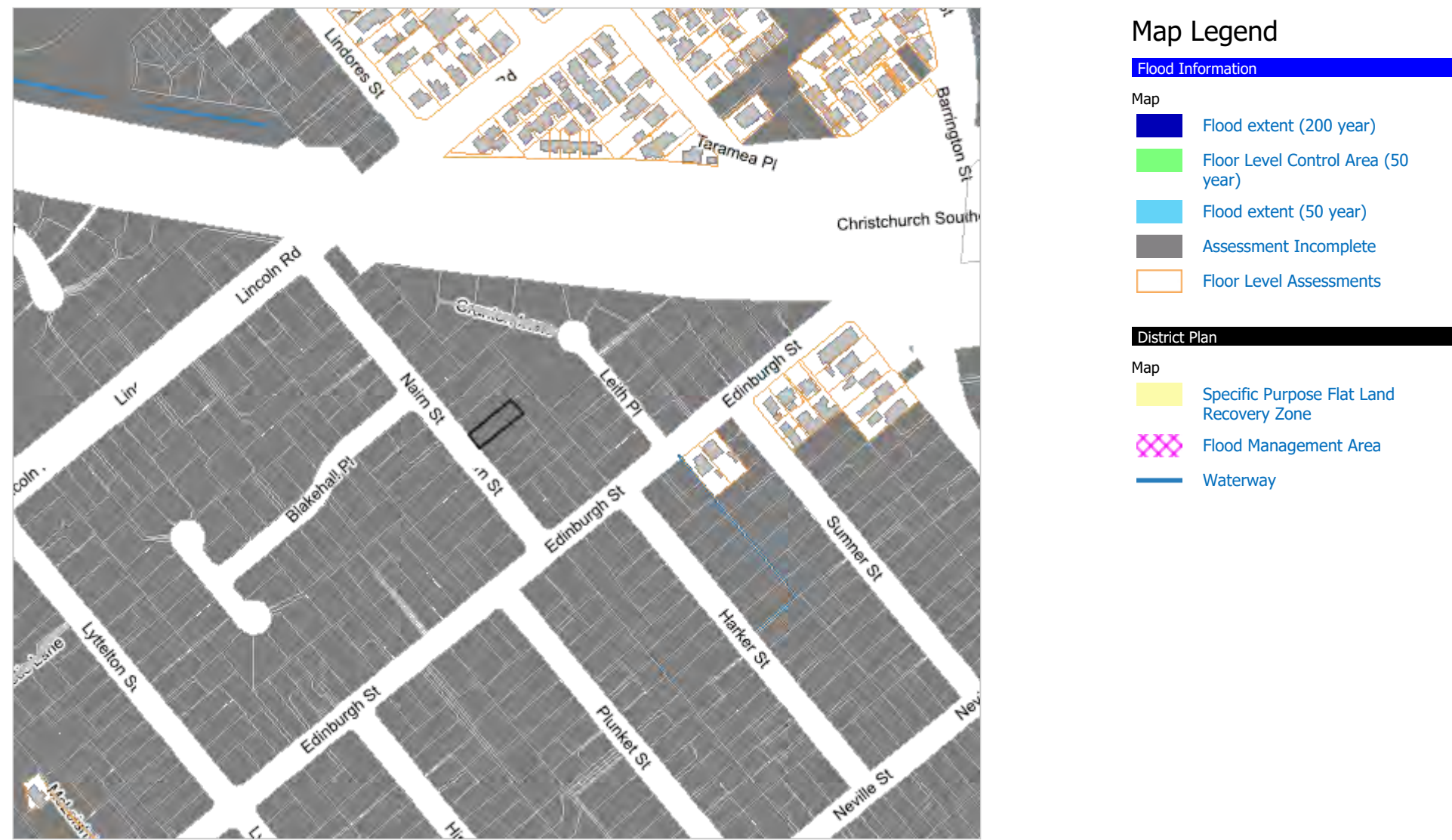
Rate account number	73013668
Current rating year	2020/2021
Current year rates instalments	Instalment 1: \$774.48 Instalment 2: \$774.48 Instalment 3: \$774.48 Instalment 4: \$774.72
Current year's rates	\$3,098.16

Up-to-date valuations: Amended valuations, as a result of new improvements to a property or settled objections, may not show on our website for up to 3 weeks.

Floor level map

Find floor level requirements for building and resource consents as well as general flood risk and ground level information for a property.

Floor level information is based on the most recent assessment of flood modelling results and other relevant information and is updated on a regular basis.



14 Nairn Street Property Search Results

Floor Level Assessment

Street Address	14 Nairn Street
Within District Plan Flood Management Area (FMA)	No
Building Code Floor Level	Not assessed. Please contact CCC.
District Plan Floor Level	Not assessed. Please contact CCC.
Recommended Floor Level (not mandatory)	Not assessed. Please contact CCC.
Predicted 1 in 50 Year Flood Level	Not assessed. Please contact CCC.
Predicted 1 in 200 Year Flood Level	Not assessed. Please contact CCC.
Minimum Ground Level	19.92 m Christchurch Drainage Datum
Average Ground Level	20.17 m Christchurch Drainage Datum
Maximum Ground Level	20.45 m Christchurch Drainage Datum

Disclaimer

- i. All levels are provided in Christchurch Drainage Datum.

ii. Please note that any Flood Level estimate(s) may differ from observed levels in previous or future events.

iii. The FFL assessment is for flood limitation purposes only, and does not include consideration for other building consent aspects such as on-site

Contact floorlevels@ccc.govt.nz if the property of interest is not shown or you require further information.

Property Statement from the Listed Land Use Register

Visit www.ecan.govt.nz/HAIL for more information about land uses.



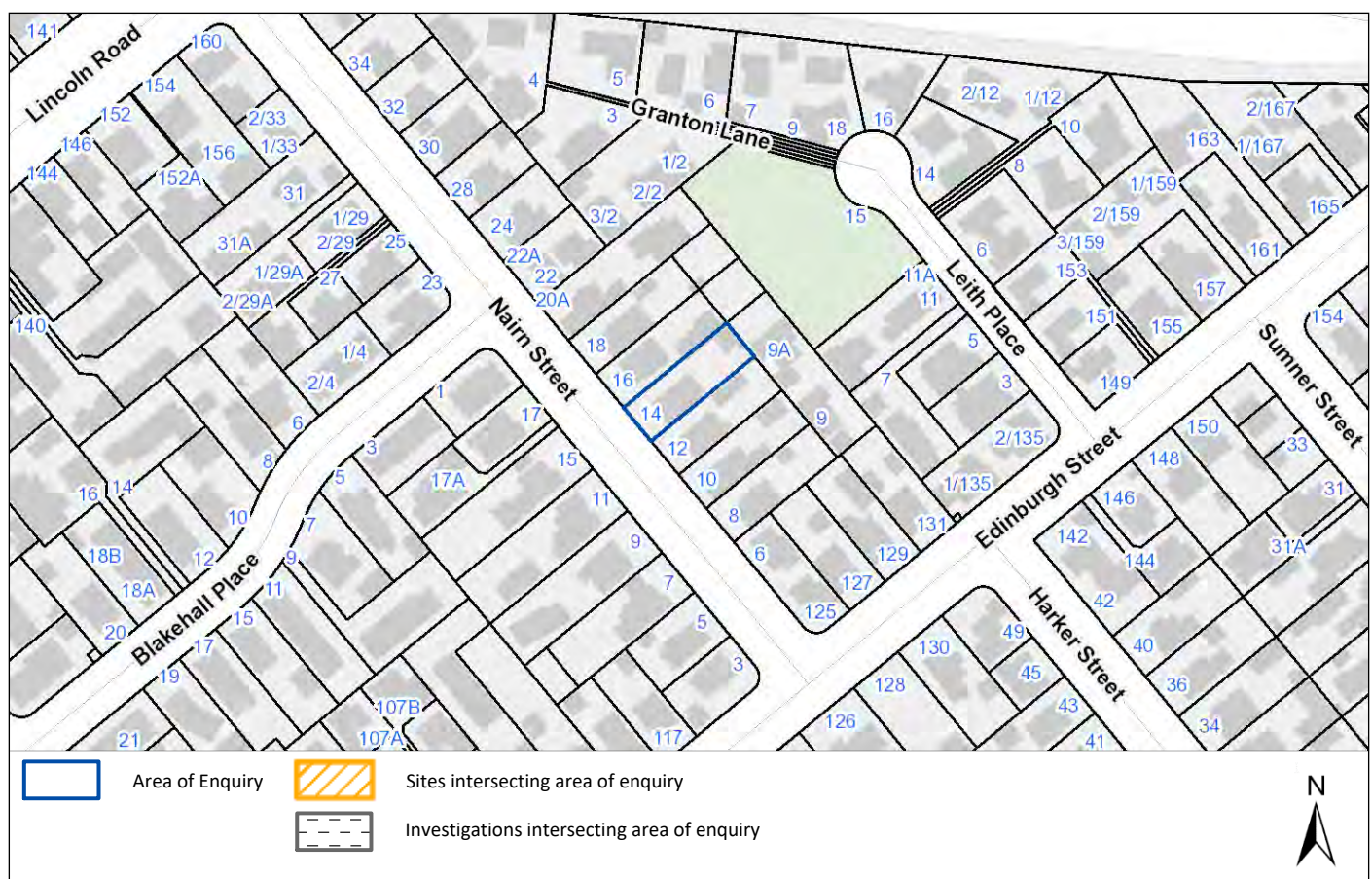
Customer Services
P. 03 353 9007 or 0800 324 636

PO Box 345
Christchurch 8140

P. 03 365 3828
F. 03 365 3194
E. ecinfo@ecan.govt.nz

www.ecan.govt.nz

Date:	28 April 2021
Land Parcels:	Lot 3 DP 10800 Valuation No(s): 2262265500



Summary of sites:

There are no sites associated with the area of enquiry.

Information held about the sites on the Listed Land Use Register

There are no sites associated with the area of enquiry.

Information held about other investigations on the Listed Land Use Register

For further information from Environment Canterbury, contact Customer Services and refer to enquiry number ENQ282236.

Disclaimer: *The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987 and Environment Canterbury's Contaminated Land Information Management Strategy (ECan 2009).*

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the accuracy or completeness of this information. It is released only as a copy of Environment Canterbury's records and is not intended to provide a full, complete or totally accurate assessment of the site. It is provided on the basis that Environment Canterbury makes no warranty or representation regarding the reliability, accuracy or completeness of the information provided or the level of contamination (if any) at the relevant site or that the site is suitable or otherwise for any particular purpose. Environment Canterbury accepts no responsibility for any loss, cost, damage or expense any person may incur as a result of the use, reference to or reliance on the information contained in this report.

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