

Ray White

24 Carnarvon Avenue Glendowie



Approx Floor Area: 302m² (External Living Area 148m²) - FOR VISUAL PURPOSE ONLY
DISCLAIMER: Drawings are approximate and to be used for visual representation ONLY. We measure internal spaces (not walls) and not the exterior - our floor areas reflect this. Measurements should be verified by the Buyer. We take no responsibility for omissions and errors.

Legal Description NA935/233 ALLOTMENT 95 SO 34349 DISTRICT OF TAMAKI
Land Area 809 sqm2 (approx)
Floor Area 301 sqm2 (approx) + decks
CV \$1,260,000 (2014)
Rates \$3,784.44 (GST inclusive)

Chattels Blinds, Curtains, Dishwasher, Drapes, Extractor Fan, F/Floor Covers, Garage Door Opener, Light Fittings, Pool Accessories, Stove, Telephone, TV Aerial, Waste Master, Pool and pump equipment

School Zone Glendowie Primary School, Churchill Park Primary School & Glendowie College

View Aerial <http://www.richardlyne.nz/videos.php>

Zoning Residential 5 (1 dwelling per 500 sqm)
*PAUP: Zoned Single House
*This is not operative. Proposed only. Further advice should be sought from council

A full information pack is available upon request. Contents of this information sheet do not form part of the contract for sale and purchase. While care has been taken in preparation of this information, no responsibility is accepted for the accuracy of the whole or any part and interested parties should make their own enquiries to satisfy themselves in every respect.

For more information on 24 Carnarvon Avenue, Glendowie please contact:



Richard Lyne
Ref:10002550 (REAA2008)
richardlyne.nz
mobile 021 687 000
richard.lyne@raywhite.com



Proudly Marketed By
Richard Lyne

RAY WHITE REAL ESTATE
Ray White Remuera
Megan Jaffe Real Estate Ltd Licensed (REAA 2008)





24 Carnarvon Avenue Glendowie

Glendowie charmer with poolside family living

In one of Glendowie's finest avenues stands this substantial 301 sqm (approx) family home - perfectly oriented for all-day sun and situated on an elevated 809 sqm north-facing section, with views across Churchill Park.

The outstanding poolside living is an entertainer's dream; the upper-storey balcony is the perfect place to sit back and soak up the last rays of the sun setting over the Waitemata harbour or to watch the children playing in the concrete pool/spa complex - and there's ample space to host all your parties.

Quality-seekers will appreciate the home's brick and weatherboard construction as well as the easy way the floorplan flows - it's just so workable for modern family living. This much-loved, tightly held Glendowie charmer has been infused with eclectic personality, warmth and character.

With a second lounge/media room off the main open-plan living, as well as a conservatory located off the large central kitchen and five bedrooms, everyone in the family can find a retreat for themselves.

Located in both Churchill Park Primary and Glendowie Schools' Zones - and with the neighbourhood's array of reserves, beaches and cafes practically on the doorstep - this is compelling property. Come and see how your family's future can unfold here.

5 🏠 3 🛋️ 2 🚿 2 🏠 2 🚗 809 📏

Auction 2:00pm, Tuesday 5 April 2016
On site (unless sold prior)

View Saturday & Sunday 1:30 - 2:15pm or by appointment


Online rwremuera.co.nz/RMU23493



24 CARNARVON AVENUE GLENDOWIE AUCKLAND

Rating Valuations:	\$1,240,000
Land Value:	\$820,000
Improvements Value:	\$420,000
Valuation Date:	01-Jul-2014
Last Sale Price:	\$895,000
Last Sale Date:	14-Aug-2006
Last Sale Type:	Whole. One property involved
Sale Tenure:	Freehold
Purchase Relationship:	Market Level - Bonafide
Net Sale Price:	\$885,000
Chattels:	\$10,000



Valuation Address:	24 CARNARVON AVENUE GLENDOWIE AUCKLAND
Valuation Reference:	16/15600260000
Legal Description:	ALLOT 95 SO 34349 DISTRICT OF TAMAKI
TA Name:	Auckland
Tenure:	Not Applicable or Extension
Floor Area:	241 m ²
Land Area:	809 m ²
Bedrooms:	
Building Age:	1940 - 1949
Category:	Residential, Dwelling, average (RD)
Wall Material:	Mixed Material / AVERAGE
Roof Material:	/ AVERAGE
Contour:	Easy to moderate fall
Deck:	Y
Parking Freestanding:	1 car
Parking Main Roof:	0
Land Use:	Single Unit excluding Bach
Zoning:	Residential (9J)
Owners:	Courtney, <i>Caroline</i> & <i>Carrick</i> <i>Michael</i> 
Certificate Of Title:	NA935/233 (Freehold)
Comments:	Add comment



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24 Carnarvon Avenue Glendowie Auckland



Approx Floor Area: 302m² (External Living Area 148m²) - FOR VISUAL PURPOSE ONLY

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	Residential Activity Zones		Boundary between zones
	Business Activity Zones		Special Parking Zones
	Special Purpose Activity Zones		Footways
	Open Space Activity Zones		Service Lanes
			Motorways, Roads
			Central Area Boundary
			District Boundary

B15	B16	C16
C15	C17	
D15	D17	

**PLANNING MAP No 1
ZONING**



CITY OF AUCKLAND
DISTRICT PLAN
ISTHMUS SECTION
- OPERATIVE 1999

UPDATED 14/08/13



C16

B15 B16
C15 C17
D15 D16 D17

PLANNING MAP No 2 ADDITIONAL LIMITATIONS



0 1:7000 200m

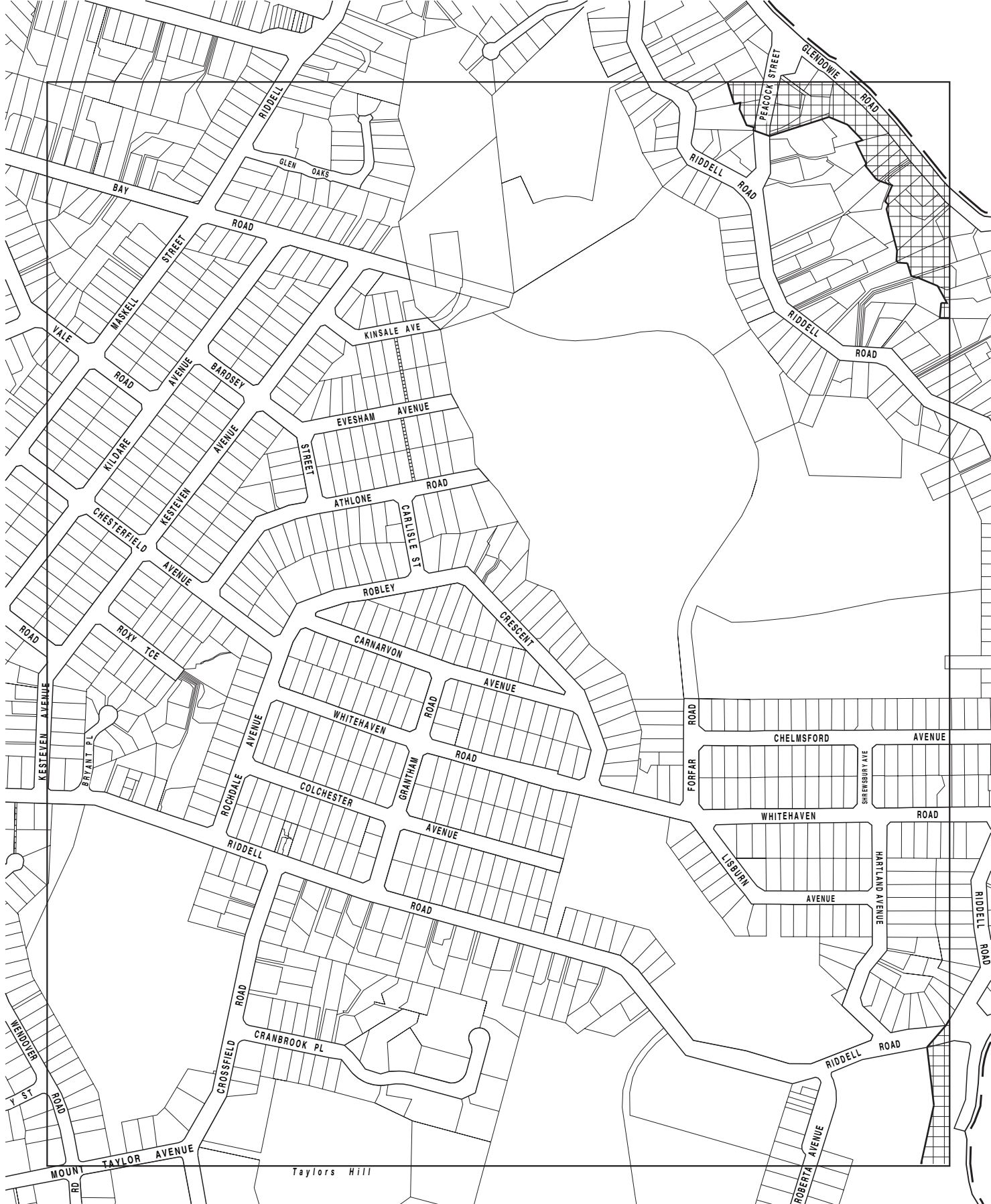


CITY OF AUCKLAND
DISTRICT PLAN
ISTHMUS SECTION
- OPERATIVE 1999

	Reference Numbers		Archaeological and Geological Features		Interchange Control Areas
	Designated Works		Archaeological Feature only		Pedestrian Malls
	Additional Development Controls		Geological Feature only		Footways
	Former Landfill Areas		Maori Heritage Sites		Service Lanes
	Sites subject to both Retail Frontage and Verandah Controls		Significant Ecological Areas		Local Roads
	Sites subject to Verandah Control only		Cliffline Tree Amenity Area		Collector Roads
	Special Yard Requirement		Tamaki Drive Scenic Way		District Arterial Roads
	Buildings, Objects or Places		Protection of Sunlight Admission Control to Broadway		Regional Arterial Roads
	Trees (singular)		Building Line Restrictions		Strategic Routes
	Groups of trees (two or more)		Vehicular Access Restrictions		Central Area Boundary
			Central Area Boundary		District Boundary

All public roads are subject to designation B08-04

UPDATED 22/02/13



		Reference Numbers		D09-34 View Protection - Newmarket Viaduct Affected Areas - Harbour & Gulf
		H05-04 Airport Approach Height Control		E05-29 View Protection - Volcanic Cones Affected Areas
		B04-01 Coastal Management Area		H09-13 View Protection - Onehunga Motorway Affected Areas
		B09-01 View Protection - War Memorial Museum Affected Areas		Footways
		D09-33 View Protection - Newmarket Viaduct Affected Areas - Mt Hobson		Service Lanes
				District Boundary

B15	B16	C16
C15	C17	
D15	D16 D17	

**PLANNING MAP No 3
ADDITIONAL LIMITATIONS**

0 1:7000 200m

CITY OF AUCKLAND
DISTRICT PLAN
ISTHMUS SECTION
- OPERATIVE 1999



Rates and property search

24 Carnarvon Avenue Glendowie

Property information

CT number	CT-935/233
Land area	809 Square Metres
Legal description	ALLOT 95 SO 34349 DISTRICT OF TAMAKI
Land use	SINGLE UNITS - DETACHED DWELL
Description of improvements	HOUSE
Ward	Orakei
Local board	Orakei

Valuation information

The valuation displayed is an assessment of the value of the property as at 1 July 2014 based on sales. It is not a current market valuation

These values are subject to change due to objections, subdivisions or changes to improvements.

Latest Valuation to be used to assess 2016/2017 rates

Valuation date	01 July 2014
Latest Capital value	\$1,240,000
Latest Land value	\$820,000
Latest Value of improvements	\$420,000
Annual value	\$62,000

Rates assessment (2015/2016)

The following information and values were used to assess the 2015/16 rates.

Assessment number	00000512426
Capital value	\$1,240,000
Land value	\$820,000
Annual value	\$62,000
Rateability	Fully Rateable
Land use	SINGLE UNITS - DETACHED DWELL
Total Rates	\$3,784.44 (GST inclusive)

How your rates were calculated

Type of rate	Rate calculation	Total rate
Uniform Annual General Charge	Number of separate parts	1
	Charge	385.00
General Rate - Urban	Capital value	1,240,000

Residential	Rate	0.00246777	\$3,060.03
Waste Management - Full Service	Per service	1	\$225.56
	Rate	225.56	
Other Targeted Rate(s)	NA		\$0.00
	Rate		
Transport Levy - Non Business	Number of separate parts	1	\$113.85
	Charge	113.85	
Total Rates for 2015/2016 (including GST)			\$3,784.44



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier NA935/233
Land Registration District North Auckland
Date Issued 22 September 1942

Prior References

N 1001 002 00 04

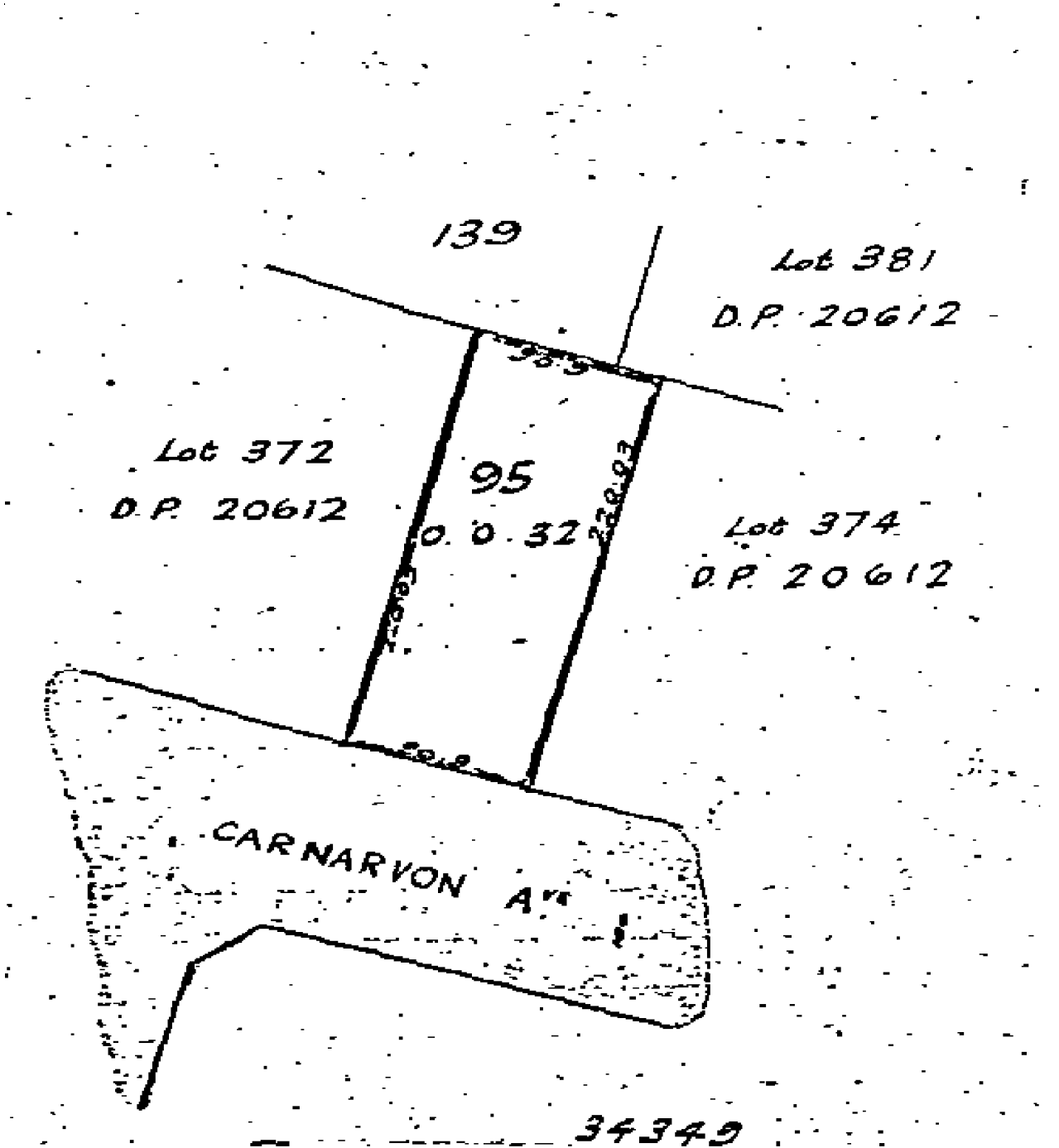
Estate Fee Simple
Area 0 square metres more or less
Legal Description Allotment District of Tamaki

Proprietors

Carrick Michael Courtney and Caroline Courtney

Interests

10024.2 Mortgage to S Bank Limited - 0.11.200 at 00 am





C M Courtney
24 Carnarvon Avenue
Glendowie
Auckland 1071

Applicant	C M Courtney
LIM address	24 Carnarvon Avenue Glendowie Auckland 1071
Application number	P/LEN/2015/25374
Client name/ref	
Date issued	01/12/2015
Legal description	ALLOT 95 SO 34349 DISTRICT OF TAMAKI
Certificates of title	CT-935/233

Disclaimer

This Land Information Memorandum (LIM) has been prepared for the applicant for the purpose of section 44A of the Local Government Official Information and Meetings Act 1987.

The LIM includes information which:

- Must be included pursuant to section 44A of Local Government Official Information and Meetings Act 1987
- Council at its discretion considers should be included because it relates to land
- Is considered to be relevant and reliable

This LIM does not include other information:

- Held by council that is not required to be included
- Relating to the land which is unknown to the council
- Held by other organisations which also hold land information

Council has not carried out an inspection of the land and/or buildings for the purpose of preparing this LIM. Council records may not show illegal or unauthorised building or works on the land.

The applicant is solely responsible for ensuring that the land or any building on the land is suitable for a particular purpose and for sourcing other information held by council or other bodies. In addition, the applicant should check the Certificate of Title as it might also contain obligations relating to the land.

The text and attachments of this document should be considered together.

This Land Information Memorandum is valid as at the date of issue only.

Financial obligations

Financial / development contributions

Financial and development contributions are relevant for recently subdivided land, vacant lots, new residential unit(s) or where there is further development of a site. If any financial or development contribution has not been paid, council can recover outstanding amount(s) from a subsequent owner of the land.

Please note that financial contributions and development contributions may be paid in land, cash or a combination of these. The form of payment of contributions may be subject to negotiation but final discretion remains with the Council.



Auckland Council (09) 301 0101 if you require further information.

Property rates - combined information as of 1 July 2012

Address	24 Carnarvon Avenue, Glendowie, Auckland 1071
Billing number	51242
Land area	809m ²
Previous year's rates	3,650.90
Current rates	3,784.44
Arrears	0.00
Penalties	0.00
Other charges	0.00
Total charges	3784.44
Receipts	-1,516.14
Discounts	0.00
Refunds	0.00
Remissions	0.00
Overpayments	0.00
Balance at 01/12/2015	2,268.30



Auckland Council (09) 301 0101 if you require further information.



Rates information is available for viewing
<http://www.aucklandcouncil.govt.nz>

Retrofit Your Home Programme

The Retrofit Your Home programme provides financial assistance, advice and information to householders wanting to create an improved home environment. The scheme contributes to the achievement of the Air Quality National Environmental Standards encouraging the installation of clean heat and insulation in homes as well as supporting access to central

government grants and subsidies. The programme offers homeowners a retrofit plan for their homes and financial assistance up to \$5000 repaid through a targeted rate.

Note: This LIM does not contain information as to whether this property is subject to a targeted rate under the Retrofit Your Home Programme. To find out if any outstanding rates owing in relation to this programme, please contact Auckland Council (09) 301 0101 or email retrofit@aucklandcouncil.govt.nz for more information.

Water services

Watercare Services charges are based on consumption and are not assessed as a rate pursuant to the Local Government (Rating) Act 2002. As such, any charges invoiced to an individual or entity by Watercare Services is personal information as defined by the provisions of the Privacy Act 1991, and is not information that is required to appear on LIM documentation.



Watercare Services (09) 442 2222 if you require further information on water and wastewater services provided to the property.

Drainage and water services plans

If any as-built private drainage plans and/or public drainage and water services maps exist for this land they will be included in the attachments section.

Note: private drainage is the responsibility of the property owner up to and including the point of connection to the public sewer or drain.



Auckland Council (09) 301 0101 if you require further information.

Consents and permits

The following consents and permits have been applied for and/or issued.

Note that consents and permits for other addresses will be included. For cross leases it may be important to consider these for site coverage issues.

If the land has been subdivided there may be consents and permits included that relate to the original property.

Building, plumbing and drainage consents and permits

Address: 24 Carnarvon Avenue Glendowie Auckland 1071

Summary description	Application number	Decision	Life span	Status
Demolish carport/erect garage	O/28462/02	Approved 31/10/1986		Note (1)
Alter drain foulwater	O/15305/01	Approved 14/01/1970		Note (1)

Summary description	Application number	Decision	Life span	Status
Alteration plumbing adding w c shower tub and sink	O/15709/01	Approved 17/12/1969		Note (1)
Raise dwelling & form garage & bedrooms under	O/2471/05	Approved 11/11/1969		Note (1)
Erect carport	O/7209/07	Approved 30/11/1967		Note (1)



Status notes:

1. Permit issued prior to the Building Act 1991 taking effect. Code Compliance Certificates (CCC) were not required.

Life span note: For those building consents issued under the Building Act 1991, life span describes the intended life of an item or building, from CCC issue date, that has been granted approval to be installed, constructed or erected. After this time, the owner is to take the appropriate steps to replace, upgrade or maintain the item or building to the relevant standards that this building consent relates to.

Building Act note: While Auckland Council has always endeavoured to maintain full pre-Building Act records, Councils were not legally obliged to do so. It is recognised that not all records for this period have survived and in other cases where building work is documented, information may be incomplete. Council does not accept responsibility for any omission.



It is recommended that Council records are viewed and compared with the actual building and activities on site to identify any illegal or unauthorised building works or activities.



Auckland Council (09) 301 0101 if you require further information.



Auckland Council building helpdesk (09) 353 9358 if you require further information.

Engineering approvals

No engineering approvals recorded.



Auckland Council (09) 301 0101 if you require further information.

Vehicle crossing permits

No vehicle crossing permits recorded.

Note: Council has recorded vehicle crossing permits from 22/03/2001. Any vehicle crossing permits prior to that will not be included.



Auckland Council (09) 301 0101 if you require further information.

Resource consents - planning

Address: 24 Carnarvon Avenue Glendowie Auckland 1071

Summary description	Application number	Decision	Decision date
Remove norfolk pine jn:33931 b.collinson	HG/97/05091	Approved	04/12/1997
Ordinance raise dwelling & alterations to basement formed	O/HY0250820	Approved	09/09/1969

Note: If there are any conditions, then only that portion of the consent will be included in the attachments section.



Auckland Council (09) 301 0101 if you require further information.

Resource consents - subdivision

No subdivision consents recorded.

Special Housing Area (SHA)

Special Housing Areas are now in operation around Auckland. Being in a SHA enables land owners/developers to develop under the provisions of the Proposed Auckland Unitary Plan, which may be significantly different to the current 'operative' District Plans, and to access a fast-track development process.

Until 16 September 2016, the Council and Central Government may establish SHAs in accordance with the Housing Accords and Special Housing Areas Act 2013 and the Auckland Housing Accord for the purpose of accelerating Auckland's housing supply.

Maps and other information on SHAs can be found on the following internet page:
<http://www.aucklandcouncil.govt.nz/EN/RATESBUILDINGPROPERTY/HOUSINGSUPPLY/Pages/specialhousingareas.aspx>

Contact the Housing Project Office (09) 373 6292 or specialhousingarea@aucklandcouncil.govt.nz for further information.

Further information

The Council may hold additional information for this property, for example concerning resource consents for discharges to air, land or water issued by the former Auckland Regional Council prior to 1 November 2010 and by Auckland Council prior to November 2013. If you would like the Council to search for this type of information, please call (09) 301 0101.

Swimming/spa pools

Council has a record of a pool.

Address: 24 Carnarvon Avenue Glendowie Auckland 1071

Pool type	Reference	Inspection	Status on inspection date
Swimming Pool Spa Pool	PLS/97/00709	30/10/2015	Complying on this date

Further inspections may be required to verify current compliance.

It is the owners/occupants' responsibility to ensure that any pool fence complies with the requirements of the Fencing of Swimming Pools Act 1987 at all times.



Auckland Council (09) 301 0101 if you require further information.



Pool fencing information is available for viewing
<http://www.aucklandcouncil.govt.nz>

Other issues or actions required

No other issues or actions recorded.



Auckland Council (09) 301 0101 if you require further information.

Planning

This site is in the Auckland Isthmus District Plan area.

The following is a summary of town planning controls affecting this site.

Zoning	Residential - 5
Limitations	None recorded.
Proposed Modifications	None recorded.

District Plan maps are contained in the attachments section.



Auckland Council Planning helpdesk (09) 353 9356 for further information.



District Plan maps are available for viewing
<http://www.aucklandcouncil.govt.nz>

Please note that the Proposed Auckland Unitary Plan applies to this property. This LIM report does not contain specific information about the Proposed Auckland Unitary Plan. The Proposed Auckland Unitary Plan should be carefully reviewed and considered, as it may have implications for how this property can be developed or used. The Proposed Auckland Unitary Plan can be accessed at Council service centres and libraries and can be found on the following internet page:

<http://www.aucklandcouncil.govt.nz/EN/planspoliciesprojects/plansstrategies/unitaryplan/Pages/home.aspx>

Special land features

The council knows the following special features or characteristics of this land.

Note that this information should not be regarded as a full analysis of the site features of this land, as there may be features that the council is unaware of. The applicant is solely responsible for ensuring that the land is suitable for a particular purpose including development.

Soil issues

No soil issues recorded.

No soil reports held.

Flood risk

This site is potentially at risk of flooding during heavy rainfall events. The extent of this flooding is shown on the attached special land features map as "Overland flowpath".

The overland flowpath has been determined after detailed hydraulic analysis and/or modelling of the stormwater system and represents the general overland route that stormwater may take.

The council may also hold a catchment or flood hazard report giving detailed flood maps and flood levels in this area. These are held, and available for viewing (for a fee), at 35 Graham Street, Auckland.

Any proposed development on this site may require a detailed flood risk report to be completed by a qualified drainage engineer. This will confirm the extent of risk and action required. Proposed development must have regard for established flood flows and levels and the need to ensure that flood plains and flow paths are not impeded.



Auckland Council (09) 301 0101 for further information.

Contamination issues

No Contamination Issues Recorded.

General issues

Reports

No reports are held about issues specific to this site.

Wind zone

No wind feature recorded.

Corrosion exposure zone

Zone 1

New Zealand Standards (NZS 3604:1999) applies zones to all building sites, depending on the degree of exposure to wind-driven sea salt or to geothermal gases.

All of New Zealand is classified as either sea spray zone or zones 1 to 4. The different zones require fittings and fixtures appropriate to the designation.

Auckland Council isthmus and the Gulf Islands sites are designated either sea spray (generally for more coastal locations) or zone 1 (generally city suburbs) or a combination of the two zones. When a property is designated with both sea spray zone and zone 1, the requirements of the sea spray zone will apply.

Classifications will apply for new structures, under Approved Document B1 and B2 of the New Zealand Building Code.

If property is outside Isthmus and Gulf Island boundary please contact Auckland Council Building Helpdesk.



Auckland Council building helpdesk (09) 353 9358 for further details of the Building Code.

A special land features map is contained in the attachments section.



Attachments

Code Compliance Certificates (CCC's)



No documents attached.

Consent conditions



6 pages attached.

Note that these are only a portion of each consent. Page numbering may not be sequential or complete.

Other issues or actions required



No documents attached.

Private drainage plans



2 plans attached.

Public drainage and water services map



Attached map indicates public drainage and water services.

District Plan maps



District Plan – Isthmus, Operative 1999, Map 1 – Zoning
District Plan – Isthmus, Operative 1999, Map 2 – Additional Limitation
District Plan – Isthmus, Operative 1999, Map 3 – Additional Limitation

Special land features map



Attached map indicates wind, flood, soil warnings, soils register and contamination, if recorded.



AUCKLAND CITY

657054

AUCKLAND CITY ENVIRONMENTS

4 December, 1997

Reference Number

Tcs Number. HG/97/5091

D Amadio
24 Carnarvon Ave
Glendowie
AUCKLAND

Dear Sir

**APPLICATION FOR RESTRICTED DISCRETIONARY ACTIVITY
RESOURCE CONSENT AT 24 CARNARVON AVE GLENDOWIE
TO FELL ONE NORFOLK ISLAND PINE TREE**

This is to advise you that resource consent was granted by the Team Planner, Resource Consents on the 4th day of December, 1997 to the restricted discretionary activity application by D Amadio, to fell one Norfolk Island Pine tree at, 24 Carnarvon Ave, Glendowie, pursuant to Sections 104 and 105 of the Resource Management Act 1991

Pursuant to Section 113 of the Resource Management Act 1991, the reasons for this restricted discretionary activity consent are as follows:

- (a) Granting of consent will not be contrary to the relevant objectives and policies of the proposed District Plan, and the Act's focus of sustainable management of physical and natural resources.

Pursuant to Section 108 of the Resource Management Act 1991, this consent is subject to the following :

- (i) All work shall be carried out by a competent arborist in accordance with accepted arboricultural practice.
- (ii) That a replacement tree of 1.5 metres height at the time of planting shall be planted during coming 1998 planting season. The tree should preferably be of native origin and shall be maintained thereafter

Postal Address
Private Bag 92516 Wellesley Street Auckland 1 New Zealand
Location
Civic Building 1 Greys Avenue Auckland New Zealand
Telephone (09) 379-2020

T.P. 6423

TO :	FROM :	DATE :	TOWN CLERK'S OFFICE, AUCKLAND.
Mr. [Signature]	Mr. [Signature]	12/9/69	10th September 1969
MEMORANDUM	for the	ACTING DIRECTOR OF WORKS & CITY ENGINEER	
Your attention is directed to the following minute of the			TWN:SMMM
TOWN PLANNING COMMITTEE			dated 9.9.69
TOWN CLERK'S OFFICE			G. O. SIMS Town Clerk.

Your ref: T.P.6423
KHD:MS

re: Enlargement of Existing Dwelling
24 Carnarvon Avenue

It was resolved that your report dated 4th September 1969 be adopted.

The objective of the Residential 5 zone is to protect and maintain low intensity character with relatively generous areas of open space to accommodate landscaping

In this case the land is zoned Residential 5

The tree is in fair condition, but it is planted within three metres of the front of the house and is starting to have an adverse effect on the structure of the house. It is also becoming a nuisance to owners because of the detritus it sheds on to the roof.

The applicant will be required to plant a new tree within the garden to ensure that the standard of the tree cover may be retained in to the future

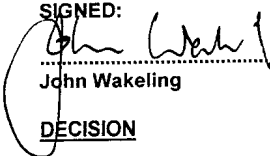
6.0 RECOMMENDATIONS

- 6.1 That the restricted discretionary activity application by Mr. D Amadio to fell one Norfolk Island Pine (*Araucana heterophylla*) at 24 *Caernarfon* be **granted consent** pursuant to Sections 104 and 105 of the Resource Management Act 1991.
- 6.2 Pursuant to Section 113 of the Resource Management Act 1991, the reasons for this restricted discretionary activity consent are as follows.
 - (a) Granting of consent will not be contrary to the relevant objectives and policies of the Proposed District Plan, and the Act's focus of sustainable management of physical and natural resources
- 6.3 Pursuant to Section 108 of the Resource Management Act 1991, consent is subject to the following condition/s
 - (1) All work shall be carried out by a competent arborist in accordance with accepted arboricultural practice.
 - (2) **That a replacement tree of 1.5 m height at time of planting shall be planted during the coming 1998 planting season. The tree should preferably be of native origin.**

ADVICE NOTES

- 1. The applicant needs to obtain all other necessary consents and permits, including those under the Building Act 1991, and comply with all relevant Council Bylaws
- 2. This resource consent will expire two years after the date of commencement of consent unless (a) It is given effect to before the end of that period, or, (b) Upon an application made up to 3 months after the expiry of that period (or such longer period as is fixed under section 37 of the Resource Management Act), the Council fixes a longer period. The statutory considerations which apply to extensions are set out in section 125(1)(b) of the Resource Management Act 1991.
- 3. The consent holder is requested to keep a copy of this consent on site at all times during the establishment and construction phase of the activity.

SIGNED:


 Date:.....30/11/97.....
John Wakeling Arborist / Planner, Resource Consents
DECISION

Granted consent as per the above recommendation under Delegated Authority.

..... Date:.....
Gina McDonald Team Planner, Resource Consents
Report for 24 Caernarfon

Advice Note

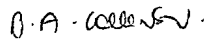
1. This consent is issued under the Resource Management Act 1991, and does not remove the need to comply with all other applicable Acts (including the Property Law Act), regulations, Bylaws and rules of law. If the tree/s the subject of this consent are not located on land owned by the consent holder the approval of the land owner/s or an order to be made by the court under section 129C of the Property Law Amendment Act 1952 will need to be obtained to give effect to the consent.
2. This resource consent will expire two years after the date of commencement of consent.

This consent does not constitute building consent approval. Please check as to whether or not a building consent is required under the Building Act 1991. If a building consent application is already lodged with Council or has already been obtained you are advised that unless otherwise stated, the use shall not commence until conditions of this resource consent have been met.


If this consent and its conditions alter or affect a previously approved building consent for the same project you are advised that a new building consent may need to be applied for.

Please also take note that pursuant to Sections 116 and 125 of the Resource Management Act 1991 a resource consent lapses on the expiry of 2 years after the date of commencement of the consent unless the consent has been given effect to within this time or the expiry of such shorter or longer period as is expressly provided for in the consent. An application may be made pursuant to Section 125 of the Resource Management Act 1991 for an extension of time in relation to this consent. Unless otherwise stated all conditions and requirements shall be met before the use commences.

Yours faithfully



Bonnie Collinson
SENIOR ADVISORY OFFICER



Gina McDonald
TEAM PLANNER
LAND USE CONSENTS

- Any function the tree may have in conservation of water and soil.
- The actions of the applicant in regard to the tree
- The extent to which the tree or a part of the tree is, in the opinion of a Council arborist, structurally unsound
- Whether removal of the tree would be beneficial to the health and growth of existing, more appropriate trees on the site, taking into account the size, appearance, health and condition of those existing trees
- The impact of the tree on ground stability

Relevant Objective and Policies

5C.7.3.1 Objective *To protect trees and groups of trees which significantly contribute to the district's amenity.*

Policies

- By identifying and protecting notable trees in public and private ownership.
- By protecting mature trees as an important character element in maintaining and enhancing the environment of the district
- By identifying and protecting trees where they are necessary for the purposes of the evidence of natural hazards.
- By continuing the practice of planting trees in roads and on public reserves and protecting these from unnecessary interference or destruction.
- By protecting and promoting trees as a food source to attract valued wildlife back into our environment.

4.0 SECTION 94

- 4.1 The application has not been notified. Clause 4.3.2.6 of the Proposed Plan allows for restricted discretionary activities to be processed without notice or the need to obtain written approvals from affected persons.
- 4.2 There are no special circumstances to warrant notification pursuant to Section 94 (5) of the Act.

5.0 ASSESSMENT (SECTIONS 104 AND 105 AND FOURTH SCHEDULE OF THE ACT)

5.1 TREE SPECIES. Norfolk Island Pine (*Araucana heterophylla*)

Height: 18 m Girth 18 m Canopy Spread 8 m

Age Class.	Young	Semi-Mature	Mature ✓	Post-Mature
Special Value:	Specimen	Historical	Botanical	Indigenous
Structural Character.	Single-leader ✓	Multi-leader	Included stems	Previous failure
Pruning History:	Topped	Pollarded	Crown Lifted ✓	Dead Wooded
	Thinned	None	Other	

	GOOD	FAIR	POOR	DECLINING	DEAD	HAZARDOUS
Form		✓				
Crown		✓				
Limb Structure		✓				
Trunk		✓				
Root Zone	Good	Decayed	Damaged	Excavated	Backfilled	Stability Affected

Comments

The General tree protection rule is designed to reduce the risk of serious or irreparable damage being done to the local environment through unnecessary or undesirable tree removal. The tree control ensures any work on trees is neither done in haste nor executed without care.



AUCKLAND CITY

AUCKLAND CITY ENVIRONMENTS

REPORT ON A NON-NOTIFIED RESTRICTED DISCRETIONARY ACTIVITY RESOURCE CONSENT APPLICATION TO CARRY OUT TREE WORK AT 24 CAERNARFON ROAD

To	:	Mrs. G. McDonald Team Planner, Resource Consents
From	:	John Wakeling Arborist / Planner, Resource Consents
Reference	:	HG 97 5091
Job No.	:	33931
<hr/>		
Applicant's Name	:	Mr. D. Amadio
Address for Service	:	24 Caernarfon Road
District Plan (zoning)	:	Proposed Plan 1993, Residential

1.0 THE PROPOSAL

- 1.1 The applicant seeks consent to fell one Norfolk Island Pine (*Araucana heterophylla*) because it is damaging the foundations of the house and is too close to the house.

2.0 REASONS FOR THE APPLICATION

- 2.1 This application is necessary because the tree/s is/are protected under the General Tree Protection Rule of the Proposed Plan. Removal of a generally protected tree is a restricted discretionary activity under Rule 4.3.2.6

3.0 RELEVANT DISTRICT PLAN PROVISIONS

Operative Plan: N/A

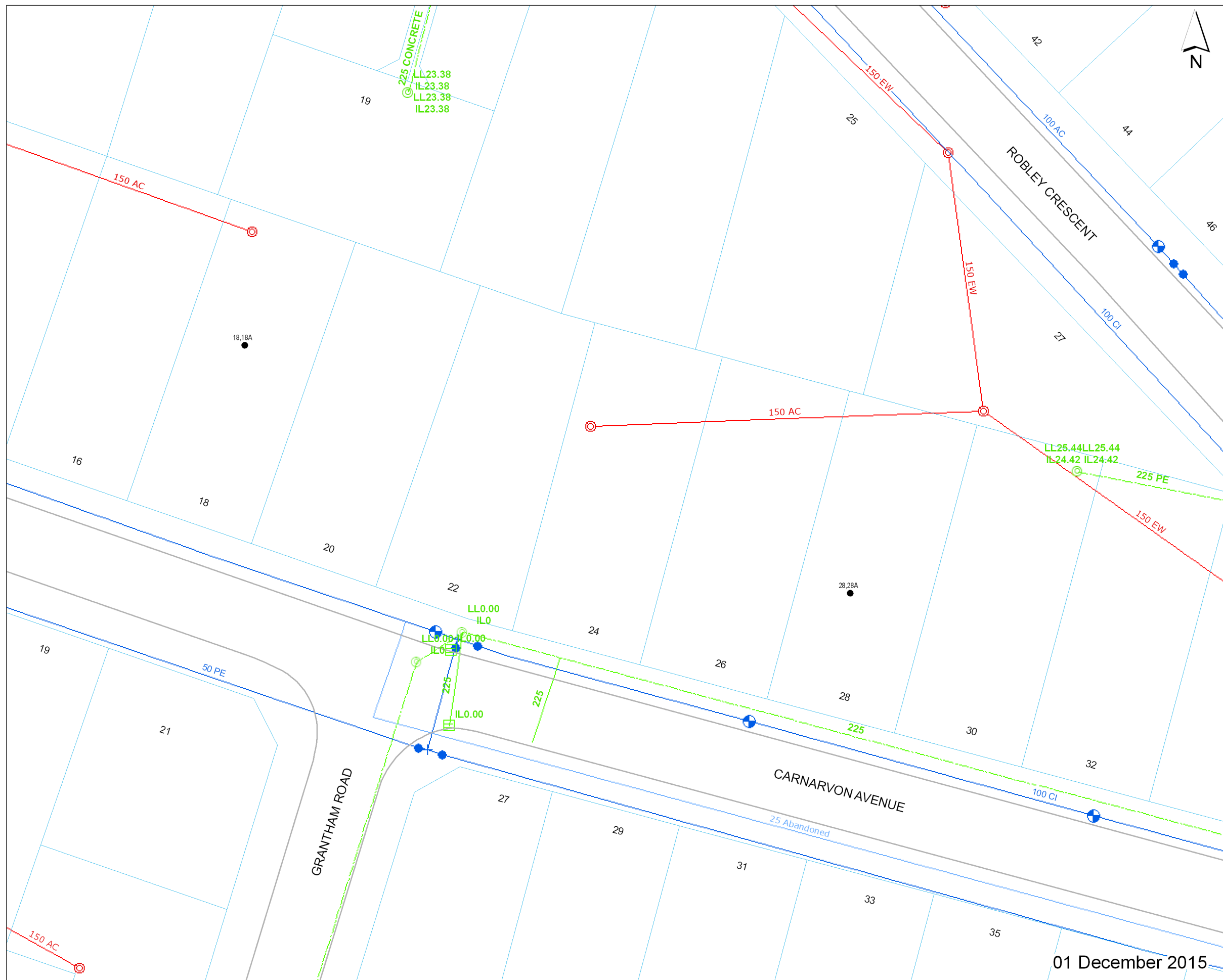
Proposed Plan: Clause 4.3.2.6 provides for the activity as a restricted discretionary activity. Clause 5C.7.3 3(C) states that in assessing this application, Council shall consider the following matters in conjunction with the guidelines of Annexure 5.

- The Plan objectives and policies, particularly those in respect of the zone involved.
- The applicants need to obtain a practicable building site, access, a parking area, or to install engineering services to the land.
- Any alternative methods which may be available to the applicant in the achievement of his/her objectives including consideration of variation to specified development controls or alternative design options where this would encourage retention and enhancement of existing large trees on the site
- Whether the tree can be relocated.
- All previous applications made in respect of the land which involved consideration of treescape conservation.
- The extent to which the tree or trees contribute to the amenity of the neighbourhood both visual and physical, including contributions as habitats for birds and other animals.

Public Drainage and Water Services Map

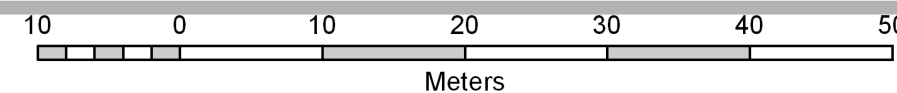
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Legend	
Gas Main Pipeline	Petroleum Pipeline
Water	
Node	Tap
Nodal Change	Hydrant Air
Cross Junction	Hydrant Scour
End Cap	Air Valve
Horizontal Bend	Butterfly Valve
Vertical Bend	Control Valve
T-Junction	Gate Valve
Reducer	Reflux Valve
Test Point Pressure	Bulk
Test Point WQ	Main/Service Line
Water Retail Hydrant	Abandoned
Air	Treated Built
Ball	Raw Built
Butterfly	Proposed
Control	Out of Service
Non Return	Tunnel
Peet	Pump Station
Scour	Reservoir
Sluice	Treatment Plant
Unknown	Other
Access Hole Bolt Down	Water Wholesale Chamber
Access Hole Weld Down	Water Wholesale Pump Station
End Cap	Water Wholesale Reservoir
Joint	Water Wholesale Source
Probe Flow Point	
Pump	
Sample Point	
Strainer	
Water Wholesale Meter	
Wastewater	
Node	Meter
Nodal Change	Strainer
Horizontal Bend	Air Valve
Vertical Bend	Control Valve
Reducer	Gate Valve
Anti Vacuum	Reflux Valve
Scour Valve	Wastewater Wholesale Manhole
T Junction	Lamp Hole
End Of Line Cap	Trunk
Backflow Preventor	Main/Service Line
London Junction	Abandoned; 3. AB
Air Valve	Built
Online Valve	Out of Service
Air Vent	Proposed
Pressurised Sewer Boundary Kit	Wastewater Retail Pump Station
Other	Septic Tank
Other	Other
Wastewater Retail Manhole	Wastewater Wholesale Chamber
Connection	Wastewater Wholesale Pumping Station
Joint	Wastewater Retail Catchment
Stormwater	
Stormwater Inlet/Outlet/Outfall	Rising Main
Stormwater Catchpit	Stormwater Erosion/Flood Control
Inspection Chamber	Stormwater Fence
Inspection Chamber-Mini Manhole	Stormwater Overland Flowpath
Standard Manhole	Culvert
Stormwater Fitting/Non Asset	Overflow Pipe; Pipe Bridge; Subsoil Drain; Siphon Main; Tunnel
Stormwater Pump Station	Catchpit Lead Connection
Stormwater Treat Device	Public Service Connection
Stormwater Soakage System	Natural Watercourse
Stormwater Tank	Stormwater Channel
Gravity Main	Stormwater Planting
Unknown	Stormwater Pond/Lake/Aquifer

Site Address: 24 Carnarvon Avenue Glendowie Auckland 1071
 Legal Description: ALLOT 95 SO 34349 DISTRICT OF TAMAKI
 Title Description: CT-935/233
 Date Printed: 01 December 2015 7:32 AM



A3 @ 1:500

Property boundary positions derived from aerial photography

01 December 2015

**Operative District Plan - 1999
Isthmus Section
Planning Map 1
Zoning**

DISCLAIMER:







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Authorised District Plan Maps are located here:
<http://www.aucklandcity.govt.nz/council/documents/district/default.asp>






Legend

Isthmus Zoning Activities

Activity Zone

-  Residential
-  Business
-  Open Space
-  Special Purpose
-  Isthmus Zoning Boundary
-  Special Parking Zone locations

**District Plan Modification Affected line
Plan Change Process**

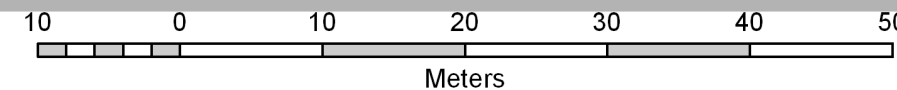
-  Notification
-  Lodgement
-  Submission
-  Appeals
-  Decisions

**District Plan Modification Area
Plan Change Process**

-  Notification
-  Lodgement
-  Submission
-  Appeals
-  Decisions



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Property boundary positions derived from aerial photography

01 December 2015

Operative District Plan - 1999
Isthmus Section
Map 2
Additional Limitation













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




Legend

Heritage

-  Buildings
-  Groups of Trees (two or more)
-  Tree (singular)
-  Archaeological
-  Cliffline Tree Amenity
-  Geological
-  Interchange Control
-  Maori Heritage
-  Tamaki Scenic Way
-  Significant Site Line (Geological Features)
-  Electricity Tunnel
-  Microwave Transmission Corridor Location






Building Line Control

Class

-  Building Line Restriction
-  Interchange Control Area
-  Retail Frontage and Verandah Control
-  Special Yard Requirement
-  Vehicular Access Restriction
-  Verandah Control
-  Centre Plan
-  Structure Plan
-  Cliffline Tree Amenity Area
-  Tamaki Drive Scenic Way

Significant Site Extent

Class

-  Archaeological Features
-  Archaeological and Geological Features
-  Geological Features
-  Maori Heritage
-  Significant Ecological Area

Site Development Controls

Class

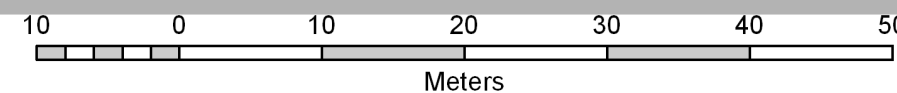
-  Designated Works
-  Additional Development Controls
-  Former Landfill Areas

Road Designations

-  Arterial Roads
-  Collector Roads
-  District Arterial Roads
-  Footways
-  Pedestrian Malls
-  Regional Arterial Roads
-  Service Lanes
-  Strategic Routes



01 December 2015



A3 @ 1:500

Property boundary positions derived from aerial photography

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**Operative District Plan - 1999
Isthmus Section
Map 3
Other Additional Limitation**



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Legend

Other Addition Limitations

-  Airport Approach Slope Inner Edge
-  Coastal Management Areas

Special Height Controls

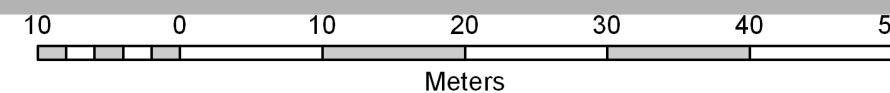
View Protections

-  Airport Approach
-  Dilworth Terrace Houses
-  Newmarket Viaduct Affected Areas - Harbour and Gulf
-  Newmarket Viaduct Affected Areas - Mt. Hobson
-  Onehunga Motorway Affected Areas
-  Special Height Limit
-  Sunlight Admission Control - Broadway
-  Volcanic Cones
-  War Memorial Museum



01 December 2015

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





















Property boundary positions derived from aerial photography

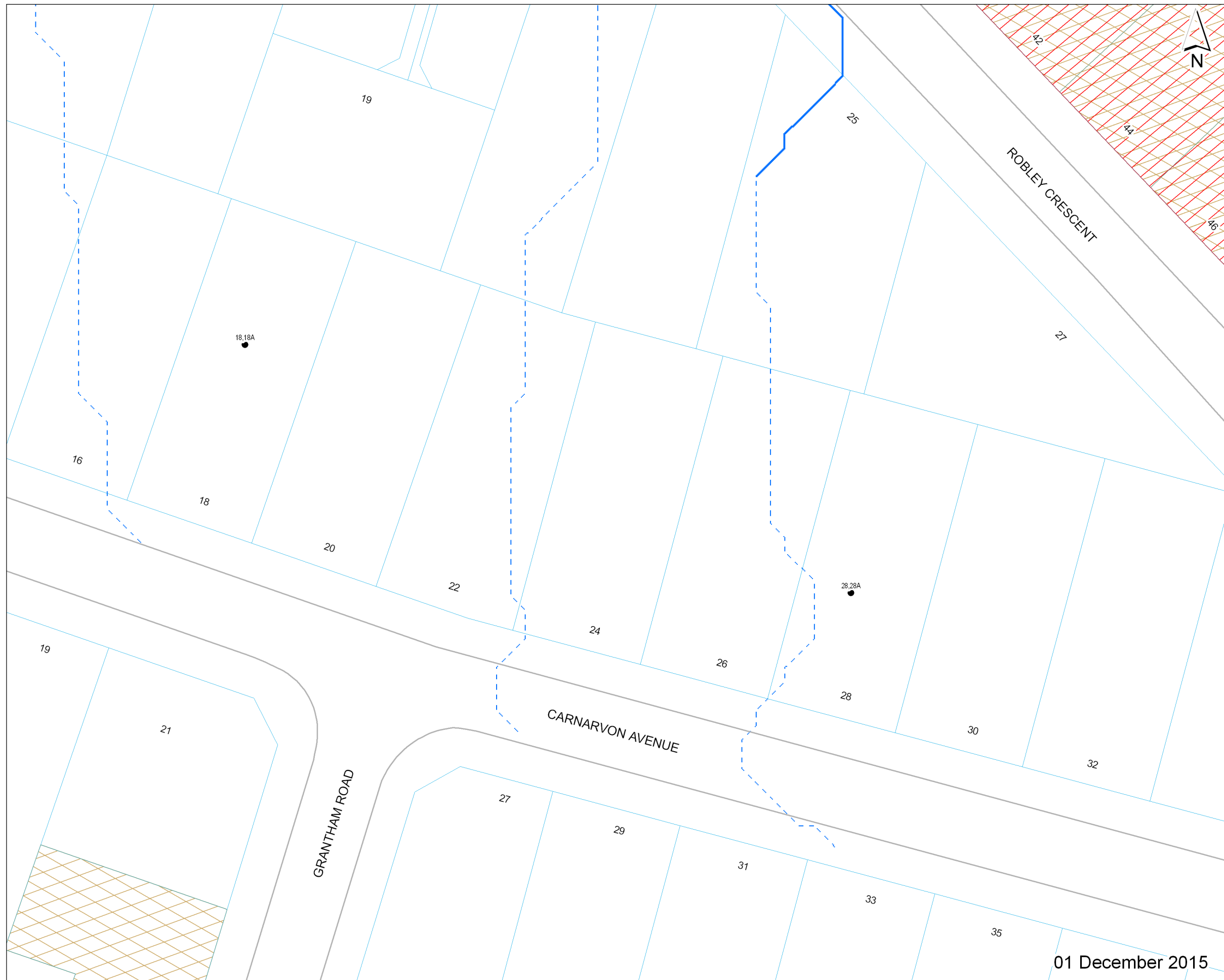
Special Land Features

DISCLAIMER:

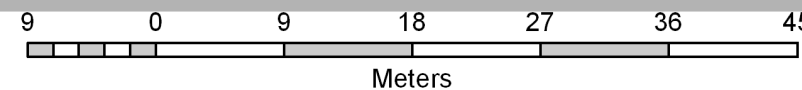
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Legend

-  Gas Main Pipeline
-  Petroleum Pipeline
-  Contaminated Sites
-  Soil Register
- Soil Warning area**
-  Slippage/Subsidence/Erosion etc
-  Uncertified Fill
-  Organic Soil
-  Filled/Weak Ground
-  Refuse Tips Site/Weak Area
-  Unstable/Suspected Ground
- Flood Plains**
-  Flood Plains
- Overland Flow Path**
-  2000m2 to 4000m2
-  4000m2 to 3ha
-  3ha and above
- Corrosion Exposure Zone**
- TYPE**
-  Seaspray
-  Seaspray baseline
-  Seaspray exclusion
-  Zone 1
-  Zone 1 baseline
- Wind Zone**
- CLASS**
-  Medium
-  High
-  Very High
-  Specific Design
-  Volcanic Cones



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Property boundary positions derived from aerial photography

01 December 2015

PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY AUCTION

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

AUCTION DETAILS

Auctioneer: **Hayden Broadbelt**

Place of Auction: **On site**

Date and Time of Auction: **7:30pm, Wednesday 30th March, 2016**

Licensed Agent acting for Vendor: **Megan Jaffe Real Estate Ltd, Licensed REAA (2008)**

Vendor: Carrick Michael Courtney and Caroline Courtney

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

PARTICULARS OF PROPERTY

Address: **24 Carnarvon Avenue, Glendowie, Auckland**

Estate:	FEE SIMPLE	LEASEHOLD	STRATUM-IN-FREEHOLD	STRATUM-IN-LEASEHOLD
	CROSSLEASE (FEE SIMPLE)		CROSSLEASE (LEASEHOLD)	(if none is deleted fee simple)

Legal Description:

Area (more or less):	Lot/Flat/Unit:	DP:	Unique Identifier or CT:
809m²	Allotment 95	District of Tamaki	NA935/233

Chattels: The following chattels are included in the sale (strike out or add as applicable):

Steve Fixed Floor Coverings Blinds Curtains Light Fittings

Dishwasher, Extractor Fan, Garage Door Remotes x 2, Pool Accessories, Oven/Induction Cooktop, Waste Disposal Unit, Pool Pump System, Heat Pump. Excluded: Alarm Unit (not in working order), Garden Shed.

TENANCIES (if any)

Name of tenant: **Vacant possession**

Bond:	Rent:	Term:	Right of Renewal:
-------	-------	-------	-------------------

CONDITIONS OF SALE

- 1.1 The property and the chattels included in the sale are sold on these Particulars and Conditions of Sale, the General Terms of Sale and any Further Terms of Sale.
- 1.2 GST will be payable in accordance with the statement of the purchase price in the Memorandum of Contract.
- 1.3 The GST date is: **n/a**
- 1.4 The settlement date is: **Friday, 20th May 2016**
- 1.5 The interest rate for late settlement is 16 % p.a.

CONDUCT OF AUCTION

- 2.1 The property is offered for sale subject to a reserve price and, subject to the reserve price being met, the highest bidder whose bid is accepted by the auctioneer shall be the purchaser.
- 2.2 The auctioneer may nominate the sum by which the bidding can be raised.
- 2.3 The auctioneer may refuse any bid.
- 2.4 The auctioneer or the licensed real estate agent acting for the vendor in respect of the sale may submit a bid on behalf of any person. The auctioneer shall identify a person so acting before the commencement of bidding.
- 2.5 The vendor may bid personally, or by a representative, or through the auctioneer, provided that the bid is less than the reserve price. The auctioneer shall identify each vendor bid as it is made.
- 2.6 The vendor may withdraw the property at any time before it has been sold and without declaring the reserve price.
- 2.7 If a dispute arises concerning any bid, the auctioneer may determine the dispute or re-offer the property at the last undisputed bid.
- 2.8 The purchaser shall immediately on the completion of the auction:
 - (a) Sign the Memorandum of Contract failing which the auctioneer may sign on behalf of the purchaser,
 - (b) Pay to the vendor's licensed real estate agent the deposit being 10% of the purchase price unless otherwise agreed; and
 - (c) Complete its GST information in Schedule 1, if applicable.

GENERAL TERMS OF SALE

3.0 Definitions, time for performance, notices, and interpretation

3.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Agreement" means this document including the Particulars and Conditions of Sale, these General Terms of Sale, any Further Terms of Sale, the Memorandum of Contract, and any schedules and attachments.
- (3) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (4) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (5) "Cleared funds" means:
 - (a) An electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines; or
 - (b) A bank cheque, but only in the circumstances permitted by the PLS Guidelines and only if it has been paid strictly in accordance with the requirements set out in the PLS Guidelines.
- (6) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (7) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (8) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (9) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (10) "LINZ" means Land Information New Zealand.
- (11) "Local authority" means a territorial authority or a regional council.
- (12) "OIA Consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (13) "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.
- (14) "Property" means the property described in this agreement.
- (15) "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.
- (16) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (17) "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 5.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (18) "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.
- (19) "Settlement date" means the date specified as such in this agreement.
- (20) "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.
- (21) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (22) "Unit title" means a unit title under the Unit Titles Act 2010.
- (23) The terms "principal unit", "accessory unit", "owner", "unit plan", and "unit" have the meanings ascribed to those terms in the Unit Titles Act 2010.
- (24) The term "rules" includes both body corporate rules under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.
- (25) The terms "building", "building consent", "code compliance certificate", "compliance schedule", "household unit", and "commercial on-seller" have the meanings ascribed to those terms in the Building Act.
- (26) The term "title" includes where appropriate a computer register within the meaning of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (27) The terms "going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", and "taxable activity" have the meanings ascribed to those terms in the GST Act.
- (28) These terms "tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 1952.
- (29) "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 in the following year, both days inclusive;
 - (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.
- (30) Unless a contrary intention appears in the Conditions of Sale or elsewhere in this agreement:
 - (a) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
 - (b) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

3.2 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 3.2(2).

3.3 Notices

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

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
 - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (b) on the party or on the party's lawyer:
 - (i) by personal delivery; or
 - (ii) by posting by ordinary mail; or
 - (iii) by facsimile; or
 - (iv) by email; or
 - (v) in the case of the party's lawyer only, be 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 subclauses 3.3(3)(b), a notice is deemed to have been served:
 - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
 - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
 - (c) in the case of facsimile transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the lawyer's office;
 - (d) in the case of email, when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement;
 - (e) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
 - (f) in the case of sending by secure web document exchange, at the time when in the ordinary course of operation of that secure web document exchange, a notice posted by one party is accessible for viewing or downloading by the other party.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.
- (6) In accordance with section 20(1) of the Electronic Transactions Act 2002, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of an electronic communication, subject to the rules regarding service set out above.

3.4 Interpretation

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale or the Particulars and Conditions 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.

4.0 Deposit

- 4.1 The purchaser shall pay the deposit to the vendor's licensed real estate agent immediately on the completion of the auction or, where the property has been sold prior to, or subsequent to, the auction, on the execution of this agreement by both parties, time being of the essence.
- 4.2 If the deposit is not paid as set out in subclause 4.1, the vendor may cancel this agreement by serving notice of cancellation on the purchaser.
- 4.3 The deposit shall be in part payment of the purchase price.
- 4.4 If the property is a unit title, the person to whom the deposit is paid shall hold it as a stakeholder until:
 - (1) a pre-settlement disclosure statement, certified correct by the body corporate, under section 147 of the Unit Titles Act 2010 and an additional disclosure statement under section 148 of the Unit Titles Act 2010 (if requested by the purchaser within the time prescribed in section 148(2)) have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 149(2) of the Unit Titles Act 2010 to postpone the settlement date until after the disclosure statements have been provided; or
 - (2) the purchaser, having the right to cancel this agreement pursuant to section 151(2) of the Unit Titles Act 2010, has cancelled this agreement pursuant to that section, or has waived the right to cancel by giving notice to the vendor, or by completing settlement of the purchase.

5.0 Possession and Settlement

Possession

- 5.1 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.
- 5.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
 - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
 - (2) to re-enter the property on or before the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property and the chattels and the fixtures.
- 5.3 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.
- 5.4 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

- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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 5.12 or 5.14);
 - (2) the vendor's lawyer shall immediately thereafter:
 - (a) release or procure the release of the transfer instrument and the other instruments mentioned in subclause 5.7(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 5.7(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.
- 5.9 All obligations under subclause 5.8 are interdependent.
- 5.10 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

- 5.11 If due to the delay of the purchaser, settlement takes place between 4:00pm and 5:00pm 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

- 5.12 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 5.12(1).
- 5.13 Where subclause 5.12(1) applies and the parties are unable to agree upon any amount claimed by the vendor for additional expenses and damages:
- (1) an interim amount shall on settlement be paid to a stakeholder by the purchaser until the amount payable is determined;
 - (2) the interim amount must be a reasonable sum having regards to all of the circumstances;
 - (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
 - (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (6) the amount determined to be payable shall not be limited by the interim amount; and
 - (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

Vendor Default: Late Settlement or Failure to Give Possession

- 5.14 (1) For the purposes of this subclause 5.14:
- (a) the default period means:
 - (i) in subclause 5.14(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
 - (ii) in subclause 5.14(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
 - (iii) in subclause 5.14(5), the period from the settlement date until the date when settlement occurs; and
 - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) The vendor shall pay the purchaser, at the purchaser's election, either:
 - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
 - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
 - (i) any withholding tax; and
 - (ii) any bank or legal administration fees and commission charges; and
 - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 5.14(2)(b) during the default period. A purchaser in possession under this subclause 5.14(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 5.14(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of subclause 5.14(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 5.14(2)(b) during the default period.
- (6) The provisions of this subclause 5.14 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) Where the parties are unable to agree upon any amount payable under this subclause 5.14:
- (a) an interim amount shall on settlement be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined;
 - (b) the interim amount shall be the lower of:
 - (i) the amount claimed; or
 - (ii) an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date.
 - (c) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (d) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (e) the amount determined to be payable shall not be limited by the interim amount; and
 - (f) if the parties cannot agree on a stakeholder the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

Deferment of Settlement and Possession

- 5.15 If
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
 - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribing 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).
- 5.16 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 5.17 If
- (1) the property is a unit title;
 - (2) the settlement date is deferred pursuant to either subclause 5.15 or subclause 5.16; and
 - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in subclause 10.2(2),

- (4) then the vendor may extend the settlement date:
 - (a) where there is a deferment of the settlement date pursuant to subclause 5.15, to the tenth working day following the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
 - (b) where there is a deferment of the settlement date pursuant to subclause 5.16, to the tenth working day following the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

New Title Provision

- 5.18 (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 172A of the Land Transfer Act 1952, of that title is not obtainable by the tenth working day prior to the settlement date,
 then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day following the date on which the vendor has given the purchaser notice that a search copy is obtainable.
- (2) Subclause 5.18(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to issue.

6.0 Risk and insurance

- 6.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 6.2 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 9.4 for when an amount of compensation is disputed.
- 6.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

7.0 Title, boundaries and requisitions

- 7.1 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.
- 7.2 The purchaser is deemed to have accepted the vendor's title to the property and the purchaser may not make any requisitions or objections as to title.
- 7.3 Except as provided by section 7 of the Contractual Remedies Act 1979, no error, omission, or misdescription of the property or the title shall enable the purchaser to cancel this agreement but compensation, if claimed by notice before settlement in accordance with subclause 9.1 but not otherwise, shall be made or given as the case may require.
- 7.4 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.

8.0 Vendor's warranties and undertakings

- 8.1 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.
- 8.2 The vendor warrants and undertakes that at settlement:
 - (1) The chattels and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure so to deliver them shall only create a right of compensation.
 - (2) All electrical and other installations on the property are free of any charge whatsoever.
 - (3) There are no arrears of rates, water rates or charges outstanding on the property.
 - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
 - (5) Where the vendor has done or caused or permitted to be done on the property any works:
 - (a) any permit, resource consent, or building consent required by law was obtained; and
 - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
 - (c) where appropriate, a code compliance certificate was issued for those works.
 - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
 - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (b) the building has a current building warrant of fitness; and
 - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
 - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
 - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
 - (a) from any local or government authority or other statutory body; or
 - (b) under the Resource Management Act 1991; or
 - (c) from any tenant of the property; or
 - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
 - (9) Any chattels included in the sale are the unencumbered property of the vendor.
- 8.3 If the property is or includes part only of a building, the warranty and undertaking in subclause 8.2(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
 - (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
 - (2) the building has a current building warrant of fitness; and
 - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.

- 8.4 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
 - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
 - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
 - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.
- 8.5 If the purchaser has not validly cancelled this agreement, the breach of any warranty or undertaking contained in this agreement does not defer the obligation to settle but that obligation shall be subject to the rights of the purchaser at law or in equity, including any rights under subclause 7.3 and any right of equitable set-off.

9.0 Claims for compensation

- 9.1 If the purchaser claims a right to compensation either under subclause 7.3 or for an equitable set-off:
- (1) The purchaser must serve notice of the claim on the vendor on or before the last working day prior to settlement; and
 - (2) The notice must:
 - (a) in the case of a claim for compensation under subclause 7.3, state the particular error, omission, or misdescription of the property or title in respect of which compensation is claimed;
 - (b) in the case of a claim to an equitable set-off, state the particular matters in respect of which compensation is claimed;
 - (c) comprise a genuine pre-estimate of the loss suffered by the purchaser; and
 - (d) be particularised and quantified to the extent reasonably possible as at the date of the notice.
- 9.2 For the purposes of subclause 9.1(1), "settlement" means the date for settlement fixed by this agreement unless, by reason of the conduct or omission of the vendor, the purchaser is unable to give notice by that date, in which case notice may be given on or before the last working day prior to the date for settlement fixed by a valid settlement notice served by either party pursuant to subclause 11.1.
- 9.3 If the amount of compensation is agreed, it shall be deducted on settlement.
- 9.4 If the amount of compensation is disputed:
- (1) an interim amount shall be deducted on settlement and paid by the purchaser to a stakeholder until the amount of the compensation is determined;
 - (2) the interim amount must be a reasonable sum having regard to all of the circumstances;
 - (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
 - (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
 - (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
 - (6) the amount of compensation determined to be payable shall not be limited by the interim amount; and
 - (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.
- 9.5 The procedures prescribed in subclauses 9.1 to 9.4 shall not prevent either party taking proceedings for the specific performance of the contract.

10.0 Unit title provisions

Unit Titles

- 10.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act 2010 ("the Act") require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.
- 10.2 If the property is a unit title, the vendor warrants and undertakes as follows:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.
 - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
 - (3) Not less than five working days before the settlement date, the vendor will provide:
 - (a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Act; and
 - (b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
 - (4) There are no other amounts owing by the owner under any provisions of the Act or the Unit Titles Act 1972.
 - (5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
 - (6) No order or declaration has been made by any Court against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
 - (7) The vendor has no knowledge or notice of any fact which might give rise to or indicate the possibility of:
 - (a) the owner or the purchaser incurring any other liability under any provision of the Act or the Unit Titles Act 1972; or
 - (b) any proceedings being instituted by or against the body corporate; or
 - (c) any order or declaration being sought against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
 - (8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.
 - (9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.
 - (10) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
 - (a) the transfer of the whole or any part of the common property;
 - (b) the addition of any land to the common property;
 - (c) the cancellation of the unit plan; or
 - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan which has not been disclosed in writing to the purchaser.
 - (11) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.
- 10.3 If the property is a unit title, in addition to the purchaser's rights under sections 149 and 150 of the Act, and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 in accordance with the requirements of subclause 10.2(2), 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.
- 10.4 If the property is a unit title, each party specifies that:
- (1) the facsimile number of the office of that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Act; and
 - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Act.
- 10.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser on settlement pursuant to subclause 5.8(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.

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; but
- (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able, and willing to proceed to settle in accordance with this agreement or is not so ready, able, and willing to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to subclause 11.1(3) upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
- (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,
- time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling upon 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 as aforesaid shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
- (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

12.0 Non-merger

12.1 The obligations and warranties of the parties in this agreement shall not merge with:

- (1) the giving and taking of possession;
- (2) settlement;
- (3) the transfer of title to the property;
- (4) delivery of the chattels (if any); or
- (5) registration of the transfer of title to the property.

13.0 Agent

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

14.0 Goods and Services Tax

- 14.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
- (2) where the GST date has not been inserted in the Conditions of Sale 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 5.8(1).
- 14.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 14.3 The vendor warrants that any dwelling and curtilage or part thereof supplied on sale of the property are not a supply to which section 5(16) of the GST Act applies.
- 14.4 (1) Without prejudice to the vendor's rights and remedies under subclause 14.1 where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
- (3) The vendor may give a settlement notice under subclause 11.1 with a notice under this subclause.

15.0 Zero-rating

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

16.0 Supply of a Going Concern

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

17.0 Limitation of Liability

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

18.0 OIA Consent Not Required

- 18.1 The purchaser warrants that the purchaser does not require OIA Consent.

19.0 Counterparts

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

FURTHER TERMS OF SALE

20.0 Title - Registered Interests

20.1 The purchasers acknowledge they have been advised that any interests noted on the search copy of the title to the property whether by way of covenant, easement, caveat or memorial or otherwise should be referred to a lawyer or an expert trained in law and experienced in property law, for independent advice, prior to bidding on or buying the property.

21.0 Legal Advice

21.1 The vendors and the purchasers acknowledge they have been supplied in advance with copies of this agreement and search copies of title documents and recommended to seek legal advice in respect of any documents supplied and allowed sufficient time to obtain that advice prior to either: i) First signing this contract (if an Agreement for Sale & Purchase of Real Estate) or; ii) Bidding on or accepting bids on the property (if a Sale of Real Estate by Auction Agreement).



MEMORANDUM OF CONTRACT

Date of Memorandum:

At the auction of the property, or prior to, or subsequent to, the auction (*delete as applicable*),

PURCHASER'S NAME:

and/or nominee ("the purchaser")

became the purchaser of the property by being the highest bidder, or by agreeing with the vendor to purchase the property.

The vendor agrees to sell and the purchaser agrees to purchase the property and the chattels included in the sale for the purchase price stated below in accordance with these Particulars and Conditions of Sale, General Terms of Sale and Further Terms of Sale (if any).

Purchase price: \$

Plus-GST (if any) OR **inclusive of GST** (if any).
If neither is deleted the purchase price includes GST (if any).

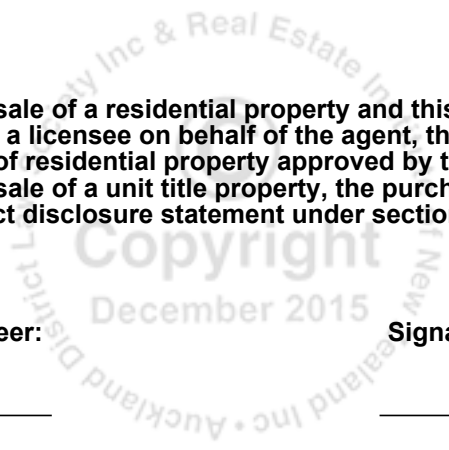
Deposit: \$

Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a licensed real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Agents Authority. Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010.

Signature of purchaser(s) or auctioneer:

Signature of vendor(s) or auctioneer:



BEFORE BIDDING AT THE AUCTION

If you are the successful bidder or you sign this agreement before or after the auction this sale will be legally binding on you.

If you are the successful bidder, the auctioneer may sign the Memorandum of Contract on your behalf if you should fail or refuse to do so.

- It is recommended you seek professional advice before bidding or, if you sign this agreement before or after the auction, before signing. This is especially so if:
 - there are any doubts.
 - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
 - the property is vacant land in the process of being subdivided or there is a new unit title or cross lease to be issued.
 - there is any doubt as to the position of the boundaries.
 - you wish to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- You 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.
- You 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 Land Information Memorandum(LIM) from the Council.
- You should check the title to the property because there is no right of objection or requisition.
- You 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 you enter into the agreement:
 - the vendor must provide you with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010;
 - you 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.
- Both parties should ensure the chattels list on the front page is accurate.
- You should ensure that you understand the GST position, and whether or not GST is payable in addition to the price at which you are bidding.
- 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.
- You should read the Conduct of Auction in clause 2

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 ENTERING A BID AT THE AUCTION

PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF BECOMING THE SUCCESSFUL BIDDER AT THE AUCTION.

PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY AUCTION

© This form is copyright to the Real Estate Institute of New Zealand Incorporated and Auckland District Law Society Incorporated

DATE:

Address Of Property:

24 Carnarvon Avenue, Glendowie, Auckland

VENDOR:

Carrick Michael Courtney and Caroline Courtney

Contact Details:

VENDOR'S LAWYERS:

Firm: Elizabeth Robertson

Individual Acting: Elizabeth Robertson
Contact Details: PO Box 25258 Saint Heliers Auckland 1740

Phone: 09 575 5479

Fax: 09 575 5247

Email: elizabeth@elizabethrobertson.co.nz

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Contact Details:

Auctioneer: Hayden Broadbelt

Licensed Real Estate Agent Listing Property:
Megan Jaffe Real Estate Limited - (REAA 2008)
a Member of Ray White Real Estate

Manager: Megan Jaffe

Salesperson: Richard Lyne (021 687 000)

Contact Details: 369 Remuera Road Remuera
AUCKLAND
1050

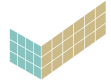
Phone: 09 520 9100

Fax: 09 520 9101

Email: remuera.nz@raywhite.com

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Real Estate
Agents Authority



New Zealand Residential Property Sale and Purchase Agreement Guide

This guide has been prepared and approved by the Real Estate Agents Authority



Important things to know:

1. A sale and purchase agreement is a **legally binding** contract.

2. The real estate agent is **working for the seller** of the property, but must treat the buyer fairly.

3. You need to understand the difference between a **conditional** and an **unconditional** agreement.

4. You can **negotiate** the conditions you require in a sale and purchase agreement.

5. Make sure you **read** and **understand** the sale and purchase agreement before signing it.

6. It is recommended that you get your **lawyer to check** the sale and purchase agreement before you sign it.



Introduction

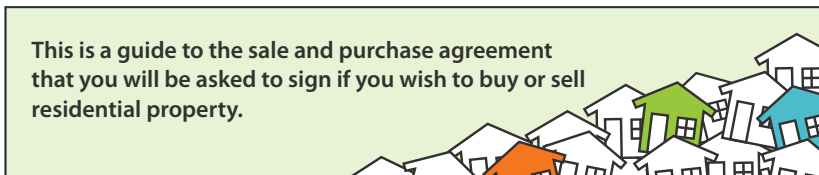
Buying or selling a home is one of the biggest financial commitments you will ever make. There are several relatively complicated stages to negotiate and there are a number of things to look out for.

When you are buying or selling residential property you should always have a written sale and purchase agreement. This is the legal document that forms the contract between the buyer and the seller.

This guide provides information about sale and purchase agreements, tells you where you can get more information, what to expect from a real estate agent¹ and what to do if there is a problem.

This guide only relates to the sale of residential property.

This guide is just that – guidance. You should not rely on it for legal advice. It’s been prepared by the Real Estate Agents Authority (REAA), a Crown entity established by the Real Estate Agents Act 2008.



¹ Real estate agent or agent are general terms that refer to an agent, branch manager or salesperson.

Whether you are a buyer or a seller, the agent must provide you with a copy of this guide before you sign a sale and purchase agreement, and ask you for written acknowledgement that you have received it. If you require more information, you can consult your lawyer. Information is also available on the REAA's website:

www.reaa.govt.nz



Why do I need a sale and purchase agreement?

A sale and purchase agreement provides certainty to both the buyer and the seller as it sets out in writing all the agreed terms and conditions. It is a legally binding contract.

Can I negotiate?

The seller and buyer can negotiate, through the agent, on price and conditions until they both reach agreement.

Important things to know:

- ✓ You should have a written sale and purchase agreement.
- ✓ Always read the sale and purchase agreement before signing it.
- ✓ Have your lawyer check the sale and purchase agreement before you sign it.
- ✓ Both the buyer and seller can negotiate changes to the price and conditions.
- ✓ A sale and purchase agreement is a legally binding contract.



The sale and purchase agreement

Your agent will probably use the Auckland District Law Society and Real Estate Institute of New Zealand form (the ADLS form).

Your sale and purchase agreement should include the following:

- ✓ The name(s) of the seller(s) and buyer(s).
- ✓ The address of the property.
- ✓ The type of title (freehold, leasehold etc.).
- ✓ The chattels that are to be sold with the property (e.g. whiteware, drapes, television aerial etc.).
- ✓ The price.
- ✓ The rate of interest that the buyer must pay on any overdue payments.
- ✓ Any deposit that the buyer must pay.
- ✓ Any conditions the buyer wants fulfilled before the contract is agreed.
- ✓ The date on which the agreement will become unconditional if there are conditions.
- ✓ The settlement date (the date the buyer pays the remainder of the amount for the property, usually the day when the buyer can move into the property).

Conditions in the document

The buyer will usually want to have some or all of the following conditions fulfilled before the contract is agreed:

- ✓ **Title search** – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if anyone else has any claim over the property.
- ✓ **Finance** – this refers to the buyer arranging payment, normally a loan, by a specified date.
- ✓ **Valuation report** – normally required by a lender, this report is an estimate of the property's worth on the current market.
- ✓ **Land Information Memorandum (LIM) report** – provided by the local council, this report provides information on things such as rates, building permits and consents, drainage and planning.
- ✓ **Building inspection report** – these help determine how sound the building is and what might need to be repaired.
- ✓ **Engineer's report** – similar to the above but more focused on the section and structure of the property.
- ✓ **Sale of another home** – the buyer may need to sell their home in order to buy another.

General or standard clauses

A sale and purchase agreement also includes clauses that set out general obligations and conditions. It helps to understand what these mean as you will need to comply with them. Examples may include:

- **Access rights** – what access the buyer can have to inspect the property before settlement.
- **Default by buyer** – the buyer may have to compensate the seller e.g. interest payments.
- **Default by the seller** – the seller may have to compensate the buyer e.g. accommodation costs.
- **Insurance** – makes sure the property remains insured until the settlement date and outlining what will happen if any damage does occur.

Your lawyer will explain these clauses.

When does the buyer pay the deposit and the full amount?

When the seller and buyer have agreed on all aspects of the sale and purchase agreement, any deposit is usually paid to the real estate agent by the buyer. This money is initially held in the agent's trust account.

The agent usually takes their commission from the deposit when the contract becomes unconditional. This is agreed between the seller and the agent as set out in the agency agreement². The seller should make sure that the deposit is large enough to cover the agent's commission.

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer. The settlement day is usually the date when the buyer can move into the property.

Before the sale and purchase agreement becomes unconditional and if the sale doesn't go ahead because some of the conditions haven't been met, the buyer may be entitled to have the deposit refunded in full.

However, once the offer becomes unconditional you won't be able to get your deposit back if you change your mind for any reason.

What is the difference between a conditional and an unconditional agreement?

- ✓ **Conditional** refers to the sale and purchase agreement having a set of conditions that are to be met, such as the buyer's current house being sold, a building inspection being carried out, or finance being secured.
- ✓ **Unconditional** refers to when all conditions in the sale and purchase agreement have been met and the transaction is ready to proceed to a change of ownership.

² Refer to the Real Estate Agents Authority's *New Zealand Residential Property Agency Agreement Guide*.

Can I cancel the agreement if I change my mind?

You cannot cancel a sale and purchase agreement just because you have had second thoughts about buying or selling the property concerned.

In general, once you have signed a sale and purchase agreement and the conditions set out in it have been met, you will have to go ahead with the sale/purchase of the property.

What can I expect from an agent?

The agent works for and is paid by the seller. The agent must therefore carry out the seller's instructions (as set out in the agency agreement) and act in the interests of the seller.

Agents also have clear responsibilities to buyers even though they are representing the seller.

When you are buying a property, ask the agent questions. Be specific about what you want to know.

All agents are bound by the Code of Professional Conduct and Client Care, issued by the REAA. Under the Code, agents have to deal fairly and honestly with all parties.





A copy of the Code of Professional Conduct and Client Care is available from www.reaa.govt.nz or by calling **0800 for REAA** (0800 367 7322).

What if my agent or someone related to them wants to buy the property?

If your agent, or anyone related to them, wants to buy your property, they must get your written consent to do this.



More information on this situation can be found in the Conflict of Interest Information Sheet, available from www.reaa.govt.nz or by calling **0800 for REAA** (0800 367 7322).



It is important to consult your lawyer throughout the buying and selling process.

Who pays the agent?

Real estate agents in New Zealand work on behalf of sellers and it is the sellers who pay the agents. An agent who is marketing a property on behalf of a seller cannot ask a buyer to pay for their services.



The agent is acting for the seller and does not have the same duty to a buyer as they do to the seller.

What is a buyers' agent?

Buyers' agents are common in some other countries. They are agents who are employed by buyers to locate properties and sometimes to negotiate purchases on the buyer's behalf. If you employ a buyers' agent you should still have a written agency agreement and will have to pay for their services.



More information on buyers' agents can be found in the Buyers' Agent Information Sheet, available from www.reaa.govt.nz or by calling **0800 for REAA** (0800 367 7322).

What if there's a problem?

If you are concerned about the behaviour of an agent, you should discuss any concerns you have with the agent or their manager. Agents are required to have in-house complaints resolution procedures.

If this does not work or if you do not wish to go through this process, you can contact the REAA.

The REAA has a number of ways it can help with your concerns. This includes sending the agent a compliance advice letter, arranging alternative dispute resolution or processing the matter as a complaint. When you contact the REAA they will help you identify the best way of dealing with your concern.



More information on how the REAA can help you can be found at www.reaa.govt.nz or by calling **0800 for REAA** (0800 367 7322).

You can get more information from...


There are several places you can go for help and advice including:

- ✓ The Real Estate Agents Authority (REAA) at www.reaa.govt.nz or call **0800 for REAA** (0800 367 7322).
The REAA can provide information and assistance on a wide range of issues and is responsible for dealing with concerns about real estate agents.
- ✓ Your lawyer.
- ✓ Community Law Centres www.communitylaw.org.nz.
- ✓ Citizens Advice Bureau www.cab.org.nz.
- ✓ Ministry of Consumer Affairs www.consumeraffairs.govt.nz.
- ✓ NZ Law Society Property Section www.propertylawyers.org.nz.
- ✓ Consumer Build www.consumerbuild.org.nz.

Real Estate Agents Authority

The Real Estate Agents Authority (REAA) was established by the New Zealand government to ensure high professional standards in the real estate industry and to promote increased protection for people who are buying or selling property.



 www.reaa.govt.nz

 info@reaa.govt.nz

 [@reaanz](https://twitter.com/reaanz)

 0800 for REAA (0800 367 7322) or (04) 471 8930



Scan to find out more about buying
and selling property.

To the best of the Real Estate Agents Authority's knowledge, the information in this guide is accurate at the date shown below. However, the requirements on which this information is based can change at any time and the most up-to-date information is available at www.reaa.govt.nz [Version 1.2 12 February 2014].



Auctions

Information Sheet

What is an auction?

An auction is an open process at which buyers bid against each other to purchase a property. Once the reserve price is reached, the highest bidder becomes the successful buyer.

FOR SELLERS

Should I sell my property by auction?

Your real estate agent¹ (agent) may recommend that you sell your property by auction, rather than by an advertised or negotiated price.

Auctions can be seen as the best way to sell quickly or achieve a higher price, as the auction process creates a sense of urgency and a feeling of competition between potential buyers.

This may or may not be the case and will depend on the property market at the time, how many similar properties are available to potential buyers and how desirable your own property is. Be aware that an auction does not guarantee that someone will offer to buy your property.

Can I have more than one agent if I sell by auction?

No. If you intend to sell by auction you will need to appoint a sole agent. You will need to sign an agency agreement with your agent, and agree on a marketing plan.

¹ Real Estate Agent (agent) is a general term and refers to agents, branch managers and salespersons.



For more information on Agency Agreements and Sale and Purchase Agreements visit www.reaa.govt.nz or call 0800 for REAA (0800 367 7322) or (04) 471 8930.

Can I sell my property before the auction takes place?

You can do this, but your agent must advertise in their marketing that “offers will be considered prior to auction”. If you do not want to consider offers in advance of the auction, the agent will specify in any advertising that you are “not selling prior”.

There are advantages and disadvantages in either approach. Requiring potential buyers to bid at the auction may get a better price, and a sale at auction is unconditional. However, the property may not sell on the auction day. Accepting an offer prior to the auction means you have a sale, but you may settle for less than an auction could achieve, and the sale may be conditional.

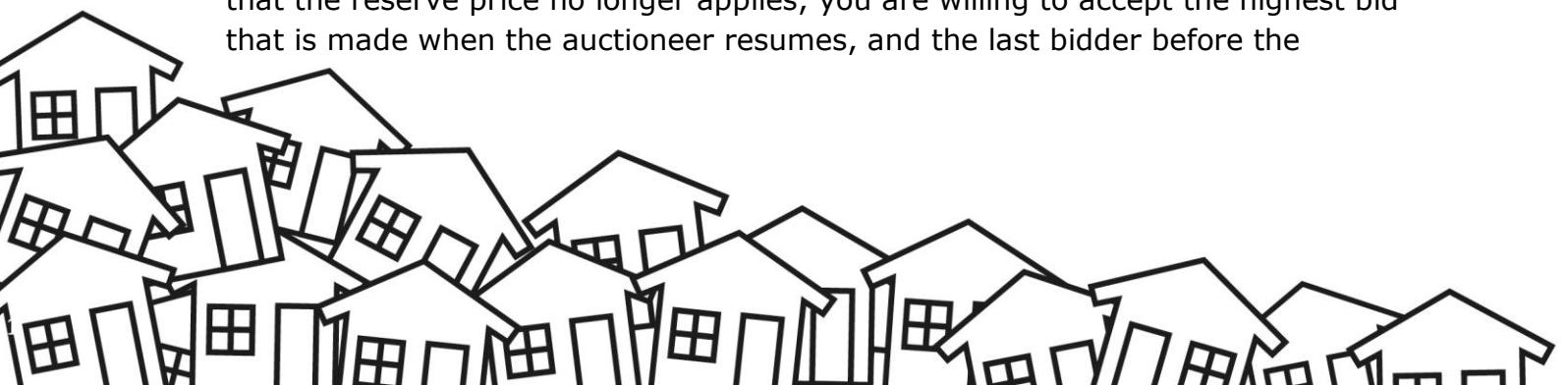
Prior to the auction you will need to establish a reserve price with the auctioneer and your agent. This is the lowest price that you are willing to accept for your property.

What happens at the auction?

Once bidding passes the reserve price, the property is sold to the highest bidder. You will not have the opportunity to negotiate further with that person. You therefore need to think carefully and realistically about the reserve price. For example, you may want to think about the price you would be prepared to accept from a buyer if you were not auctioning the property. At the same time, you need to avoid setting the reserve price at such a high level that bidding does not come near it.

If the bidding does not reach the reserve price, the auctioneer will pause the auction and ask you for further instructions. At that stage you can do a number of things:

- If bidding has come close to, but not reached the reserve price, the auctioneer may suggest that you agree that the property be put on the market. This means that the reserve price no longer applies, you are willing to accept the highest bid that is made when the auctioneer resumes, and the last bidder before the



an auction was paused will be held to his/her bid. This approach may result in an immediate sale, but it carries a risk – once you have removed the reserve price and declared the property on the market, you must accept the highest bid, even if that is below your reserve price. You cannot negotiate on subsequent bids.

- You can tell the auctioneer that the property is to be passed in. This means that the auctioneer will tell the bidders that the auction is concluded, as the reserve price has not been reached. The auctioneer will usually make an attempt to generate further bids before closing the auction.
- If the property is passed in, you can negotiate with the person who made the highest bid, but you should be aware that the offer may not be an unconditional one. This negotiation will continue, through your agent, after the auction has closed. You do not have to accept any offer that is made during the subsequent negotiation, and if you cannot negotiate a price and conditions that are acceptable to you, you can discuss with your agent other options for marketing your property.

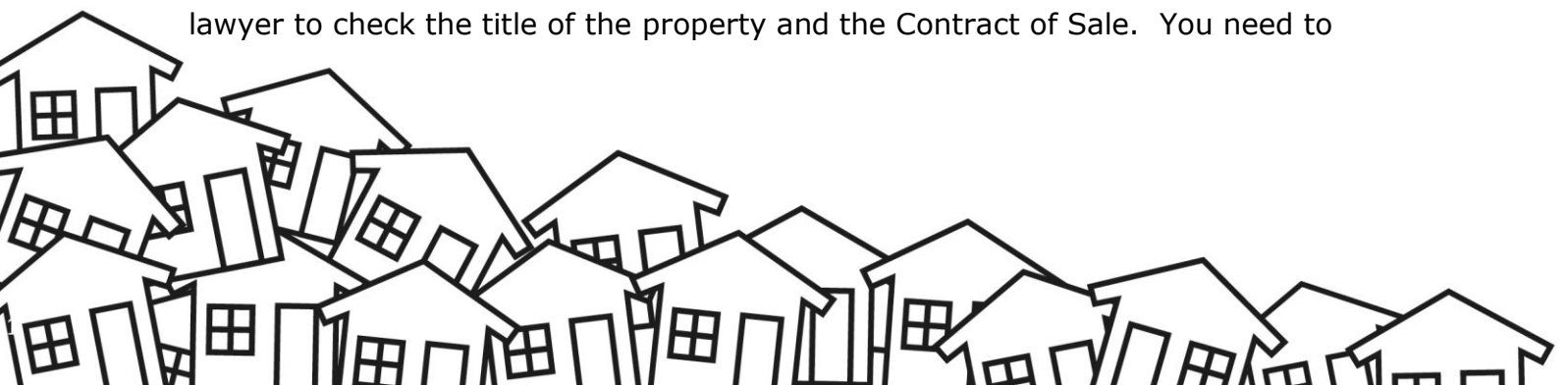
FOR BUYERS

What do I need to do before an auction?

If you are going to bid for a property at auction, you need to be prepared in advance. Remember, if you are the successful bidder at an auction, you are immediately committed to buy the property. You will not have the opportunity to take any legal advice, check aspects of the property, arrange a mortgage, or negotiate terms and conditions once the auction is finished.

Prior to the auction, you can inspect the property either by appointment or by attending an open home. The agent should provide you with a copy of the terms and Contract of Sale, which will set out what chattels are included with the property, and details such as the amount of deposit to be paid by the successful bidder and when the balance of the payment is to be made.

You may want to arrange a valuation of the property, a building inspection or obtain a Land Information Memorandum (LIM) report. You will also want to get your lawyer to check the title of the property and the Contract of Sale. You need to



arrange any finance required in advance. If you are the successful bidder on the day, you will have to pay a deposit immediately and sign the Contract of Sale.

At the auction

The auctioneer will read aloud the terms and conditions of sale and state whether the seller has set a reserve price. The auctioneer will not reveal the actual reserve price. The auctioneer is working on behalf of the vendor and is looking to achieve the highest price for the property.

The auctioneer must also state whether the seller has reserved the right to bid during the auction. This is called **"vendor bidding"** and is allowed but only under limited circumstances. Vendor bidding is only allowed when:

- ✓ the property being auctioned has a reserve price
- ✓ the reserve price has not been met
- ✓ the auctioneer has made it clear that the bid being made is a vendor bid

Vendor bids must be clearly identified by the auctioneer and they will say something like "This is a vendor bid". They will not be able to use auctioneering jargon such as 'The bid is with me'.

Vendor bidding is sometimes used by the auctioneer as a way of starting off the bidding or trying to move bidding towards the reserve price.

A vendor bid can be made by the auctioneer or some other person working on behalf of the seller, such as the real estate agent.

Bidding for the property will continue until the reserve price is reached or beaten, at which point the highest bidder will be the successful buyer.

If the reserve price is not reached, the seller can instruct the auctioneer to stop the auction without selling the property.

What happens if the auction is concluded without a sale?

If you are the highest bidder you may be able to negotiate with the seller through the seller's agent after the auction. At this point the terms and conditions of the auction no longer apply and you have the opportunity of introducing different terms



and conditions if you wish.

Information sheets that provide further information on the property buying and selling process ([including one about vendor bidding at auctions](#)) are available from **www.reaa.govt.nz** or by calling **0800 for REAA** (0800 367 7322) or (04) 471 8930.

Real Estate Agents Authority

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Phone: 0800 for REAA (0800 367 7322) or (04) 471 8930

Fax: 04 815 8468

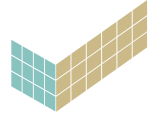
Email: info@reaa.govt.nz

Website: www.reaa.govt.nz

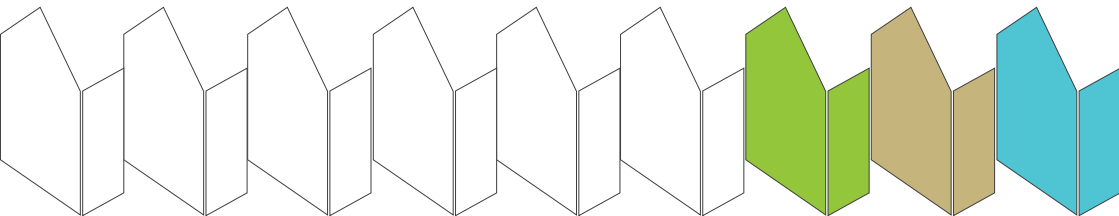
To the best of the Real Estate Agents Authority knowledge, the information in this guide is accurate at the date shown below. However, the requirements on which this information is based can change at any time and the most up-to-date information is available at www.reaa.govt.nz [Version 1.2, 15 May 2014].



Real Estate
Agents Authority



Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012



1 Title

These rules are the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012.

2 Commencement

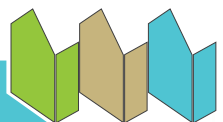
These rules come into force on 8 April 2013.

3 Scope and objectives

- 3.1** These practice rules setting out a code of professional conduct and client care have been prepared by the Real Estate Agents Authority (the **Authority**). They constitute the Professional Conduct and Client Care Rules required by section 14 of the Real Estate Agents Act 2008.
- 3.2** These practice rules set out the standard of conduct and client care that agents, branch managers, and salespersons (collectively referred to as **licensees**) are required to meet when carrying out real estate agency work and dealing with clients.
- 3.3** These practice rules are not an exhaustive statement of the conduct expected of licensees. They set minimum standards that licensees must observe and are a reference point for discipline. A charge of misconduct or unsatisfactory conduct may be brought and dealt with despite the charge not being based on a breach of any specific rule.
- 3.4** These practice rules must be read in conjunction with the Act and regulations, and do not repeat duties and obligations that are included in the Act or regulations.
-

4 Interpretation

- 4.1** In these rules,—
- **Act** means the Real Estate Agents Act 2008.
 - **customer** means a person who is a party or potential party to a transaction and excludes a prospective client and a client.
 - **prospective client** means a person who is considering or intending to enter into an agency agreement with an agent to carry out real estate agency work.
 - **regulations** means regulations made pursuant to the Act.



- 4.2** Unless the context otherwise requires, terms used in these rules have the same meaning as in the Act.
-

5 Standards of professional competence

- 5.1** A licensee must exercise skill, care, competence, and diligence at all times when carrying out real estate agency work.
- 5.2** A licensee must have a sound knowledge of the Act, regulations, rules issued by the Authority (including these rules), and other legislation relevant to real estate agency work.
-

6 Standards of professional conduct

- 6.1** A licensee must comply with fiduciary obligations to the licensee's client.
- 6.2** A licensee must act in good faith and deal fairly with all parties engaged in a transaction.
- 6.3** A licensee must not engage in any conduct likely to bring the industry into disrepute.
- 6.4** A licensee must not mislead a customer or client, nor provide false information, nor withhold information that should by law or in fairness be provided to a customer or client.
-

7 Duty to report misconduct or unsatisfactory conduct

- 7.1** A licensee who has reasonable grounds to suspect that another licensee has been guilty of unsatisfactory conduct¹ may make a report to the Authority.
- 7.2** A licensee who has reasonable grounds to suspect that another licensee has been guilty of misconduct² must make a report to the Authority.
- 7.3** A licensee must not use, or threaten to use, the complaints or disciplinary process for an improper purpose.

¹ Unsatisfactory conduct is defined in the Act: see section 72.

² Misconduct is defined in the Act: see section 73.

- 7.4** If a licensee learns that a person is committing an offence by undertaking real estate agency work without a licence, the licensee must immediately report the matter to the Authority.
-

8 Duties and obligations of agents

Promoting awareness of rules

- 8.1** An agent who is operating as a business must display these rules prominently in the public area of each office or branch, and provide access to them on every website maintained by the agent for the purposes of the business.
- 8.2** A licensee must make these rules available to any person on request.

Supervision and management of salespersons

- 8.3** An agent who is operating as a business must ensure that all salespersons employed or engaged by the agent are properly supervised and managed.³

Ensuring knowledge of regulatory framework and promoting continuing education

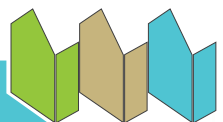
- 8.4** An agent who is operating as a business must ensure that all licensees employed or engaged by the agent have a sound knowledge of the Act, regulations, rules issued by the Authority (including these rules), and other legislation relevant to real estate agency work.
- 8.5** An agent who is operating as a business must ensure that licensees employed or engaged by the agent are aware of and have the opportunity to undertake any continuing education required by the Authority.
-

9 Client and customer care

General

- 9.1** A licensee must act in the best interests of a client and act in accordance with the client's instructions unless to do so would be contrary to law.
- 9.2** A licensee must not engage in any conduct that would put a prospective client, client, or customer under undue or unfair pressure.

³The Act defines what is meant by a salesperson being properly supervised and managed by an agent or a branch manager for the purposes of section 50 of the Act: see section 50(2).



- 9.3** A licensee must communicate regularly and in a timely manner and keep the client well informed of matters relevant to the client's interest, unless otherwise instructed by the client.
- 9.4** A licensee must not mislead customers as to the price expectations of the client.
- 9.5** A licensee must take due care to—
- (a) ensure the security of land and every business in respect of which the licensee is carrying out real estate agency work; and
 - (b) avoid risks of damage that may arise from customers, or clients that are not the owner of the land or business, accessing the land or business.
- 9.6** Unless authorised by a client, through an agency agreement, a licensee must not offer or market any land or business, including by putting details on any website or by placing a sign on the property.

Agency agreements and contractual documents

- 9.7** Before a prospective client, client, or customer signs an agency agreement, a sale and purchase agreement, or other contractual document, a licensee must—
- (a) recommend that the person seek legal advice; and
 - (b) ensure that the person is aware that he or she can, and may need to, seek technical or other advice and information; and
 - (c) allow that person a reasonable opportunity to obtain the advice referred to in paragraphs (a) and (b).
- 9.8** A licensee must not take advantage of a prospective client's, client's, or customer's inability to understand relevant documents where such inability is reasonably apparent.
- 9.9** A licensee must not submit an agency agreement or a sale and purchase agreement or other contractual document to any person for signature unless all material particulars have been inserted into or attached to the document.
- 9.10** A licensee must explain to a prospective client that if he or she enters into or has already entered into other agency agreements, he or she could be liable to pay full commission to more than 1 agent in the event that a transaction is concluded.

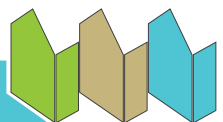
- 9.11** On notice of cancellation of an agency agreement being given or received by the agent under the agreement, the agent must advise the client, in writing, of the name of each customer (if any) in respect of whom the agent would claim a commission, were the customer to conclude a transaction with the client.
- 9.12** An agent must not impose conditions on a client through an agency agreement that are not reasonably necessary to protect the interests of the agent.
- 9.13** When authorised by a client to incur expenses, a licensee must seek to obtain the best value for the client.

Conflicts of interest

- 9.14** A licensee must not act in a capacity that would attract more than 1 commission in the same transaction.
- 9.15** A licensee must not engage in business or professional activity other than real estate agency work where the business or activity would, or could reasonably be expected to, compromise the discharge of the licensee's obligations.

Confidentiality

- 9.16** A licensee must not use information that is confidential to a client for the benefit of any other person or of the licensee.
- 9.17** A licensee must not disclose confidential personal information relating to a client unless—
- (a) the client consents in writing; or
 - (b) disclosure is necessary to answer or defend any complaint, claim, allegation, or proceedings against the licensee by the client; or
 - (c) the licensee is required by law to disclose the information; or
 - (d) the disclosure is consistent with the information privacy principles in section 6 of the Privacy Act 1993.
- 9.18** Where a licensee discloses information under rule 9.17(b), (c) or (d), it may be only to the appropriate person or entity and only to the extent necessary for the permitted purpose.



10 Client and customer care for sellers' agents

10.1 This rule applies to an agent (and any licensee employed or engaged by the agent) who is entering, or has entered, into an agency agreement with a client for the grant, sale, or other disposal of land or a business.

Appraisals and pricing

10.2 An appraisal of land or a business must—

- (a) be provided in writing to a client by a licensee; and
- (b) realistically reflect current market conditions; and
- (c) be supported by comparable information on sales of similar land in similar locations or businesses.

10.3 Where no directly comparable or semi-comparable sales data exists, a licensee must explain this, in writing, to a client.

10.4 An advertised price must clearly reflect the pricing expectations agreed with the client.

Relationship between prospective client's choices about how to sell and licensee's benefits

10.5 Before a prospective client signs an agency agreement, the licensee must explain to the prospective client how choices that the prospective client may make about how to sell or otherwise dispose of his or her land or business could impact on the individual benefits that the licensee may receive.

Agency agreements

10.6 Before a prospective client signs an agency agreement, a licensee must explain to the prospective client and set out in writing—

- (a) the conditions under which commission must be paid and how commission is calculated, including an estimated cost (actual \$ amount) of commission payable by the client, based on the appraisal provided under rule 10.2;
- (b) when the agency agreement ends;
- (c) how the land or business will be marketed and advertised, including any additional expenses that such advertising and marketing will incur;
- (d) that the client is not obliged to agree to the additional expenses referred to in rule 10.6(c);
- (e) that further information on agency agreements and contractual documents is available from the Authority and how to access this information.

Disclosure of defects

- 10.7** A licensee is not required to discover hidden or underlying defects in land but must disclose known defects to a customer. Where it would appear likely to a reasonably competent licensee that land may be subject to hidden or underlying defects⁴, a licensee must either—
- (a) obtain confirmation from the client, supported by evidence or expert advice, that the land in question is not subject to defect; or
 - (b) ensure that a customer is informed of any significant potential risk so that the customer can seek expert advice if the customer so chooses.
- 10.8** A licensee must not continue to act for a client who directs that information of the type referred to in rule 10.7 be withheld.

Advertising and marketing

- 10.9** A licensee must not advertise any land or business on terms that are different from those authorised by the client.

Contractual documentation and record keeping

- 10.10** A licensee must submit to the client all offers concerning the grant, sale, or other disposal of any land or business, provided that such offers are in writing.
- 10.11** If a licensee is employed or engaged by an agent, the licensee must provide the agent with a copy of every written offer that the licensee submits.
- 10.12** An agent must retain, for a period of 12 months, a copy of every written offer submitted. This rule applies regardless of whether the offer was submitted by the agent or by a licensee employed or engaged by the agent and regardless of whether the offer resulted in a transaction.

⁴ For example, houses built within a particular period of time, and of particular materials, are or may be at risk of weathertightness problems. A licensee could reasonably be expected to know of this risk (whether or not a seller directly discloses any weathertightness problems). While a customer is expected to inquire into risks regarding a property and to undertake the necessary inspections and seek advice, the licensee must not simply rely on caveat emptor. This example is provided by way of guidance only and does not limit the range of issues to be taken into account under rule 10.7.



11 Client and customer care for buyers' agents

- 11.1** This rule applies where an agency agreement authorising an agent to undertake real estate agency work for a client in respect of the purchase or other acquisition of land or a business on the client's behalf (a **buyer's agency agreement**) is being entered into, or has been entered into.
- 11.2** Before a prospective client signs a buyer's agency agreement, a licensee must explain to the prospective client and set out in writing—
- (a) the conditions under which commission must be paid and how commission is calculated, including an estimated cost (actual \$ amount) of commission payable by the client, based on the average of the estimated price range of the land or business that the client is seeking to purchase;
 - (b) when the agency agreement ends;
 - (c) any additional services that the licensee will provide, or arrange for the provision of, on the client's behalf and the expenses relating to those services payable by the client;
 - (d) that the client is not obliged to agree to the additional expenses referred to in rule 11.2(c);
 - (e) that further information on agency agreements and contractual documents is available from the Authority and how to access this information.
- 11.3** A licensee must not undertake real estate agency work with customers, or other licensees, on terms that are different from those that are authorised by the client on whose behalf the licensee is carrying out real estate agency work.
- 11.4** A licensee must submit all offers that the licensee is instructed by the client to make concerning the purchase or acquisition of any land or business, provided that such offers are in writing.
- 11.5** If a licensee is employed or engaged by an agent, the licensee must provide the agent with a copy of every written offer that the licensee submits.
- 11.6** An agent must retain, for a period of 12 months, a copy of every written offer submitted. This rule applies regardless of whether the offer was submitted by the agent or by a licensee employed or engaged by the agent and regardless of whether the offer resulted in a transaction.

12 Information about complaints

- 12.1** An agent must develop and maintain written in-house procedures for dealing with complaints and dispute resolution. A copy of these procedures must be available to clients and consumers.
- 12.2** A licensee must ensure that prospective clients and customers are aware of these procedures before they enter into any contractual agreements.
- 12.3** A licensee must also ensure that prospective clients, clients, and customers are aware that they may access the Authority's complaints process without first using the in-house procedures; and that any use of the in-house procedures does not preclude their making a complaint to the Authority.
- 12.4** A licensee employed or engaged by an agent must advise the agent within 10 working days of becoming aware of—
- (a) any complaint made to the Authority against them, the decision of the Complaints Assessment Committee made in respect of that complaint, and any order made by the Committee in respect of that complaint; and
 - (b) if the matter proceeds to the Tribunal, the decision of the Tribunal in respect of the matter, and any order made by the Tribunal in respect of the matter.
- 12.5** If a licensee was employed or engaged by a different agent at the time of the conduct relevant to the complaint referred to in rule 12.4, the licensee must also provide the information referred to in rule 12.4(a) and (b) to that agent within 10 working days of becoming aware of the complaint.

13 Revocation

The Real Estate Agents Act (Professional Conduct and Client Care) Rules 2009 (SR 2009/304) are revoked.

Issued under the authority of the Acts and Regulations Publication Act 1989.

Date of notification in Gazette: 13 December 2012

These rules are administered by the Real Estate Agents Authority.

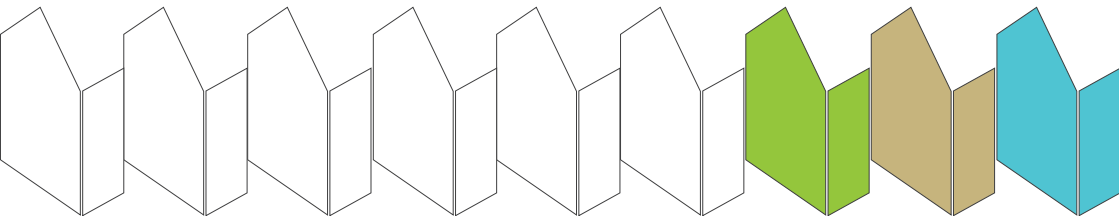




Real Estate Agents Authority

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REAL ESTATE INSTITUTE OF NEW ZEALAND

Residential Sales Listing

Period: 01/11/2013 - 01/11/2015

Price: \$1,400,000 to \$999,999,999

District: Auckland

Tla(s): Auckland City

Suburb(s): Glendowie

Street(s): Athlone, Carnarvon, Chesterfield, Colchester, Grantham, Riddell, Robley, Whitehaven

Unit No	Street No	Street Name	Suburb	List Price	Sale Price	Sale Method	List Date	Uncond Date	Agree Date	Title	B R M S	Land Area M2	Floor Area M2	Val'n	Val'n Date	New Dwelling	Type	Sale As Is
50	Riddell Rd	Glendowie			\$1,410,000	A - Auction	5/03/2015	31/03/2015	18/03/2015	Freehold	3	928	186	\$1,010,000	7/2014	No	Residence	No
66	Robley Cres	Glendowie			\$1,410,000	A - Auction	13/09/2015	23/10/2015	18/10/2015	Freehold	4	1,237	216	\$13,700,000	7/2014	No	Residence	No
153	Riddell Rd	Glendowie			\$1,412,000	P - Private Treaty(Neg.)	3/11/2014	19/12/2014	5/12/2014	Freehold	4	765		\$1,290,000	1/2014	No	Residence	No
781	Riddell Rd	Glendowie		\$1,485,000	\$1,430,000	P - Private Treaty(Neg.)	17/10/2013	12/02/2014	1/01/2014	Freehold	5	921	313	\$1,150,000	7/2011	No	Residence	No
23	Whitehaven Rd	Glendowie			\$1,450,000	P - Private Treaty(Neg.)	17/09/2015	21/09/2015	18/09/2015	Freehold	2	900	124	\$1,050,000	7/2014	No	Residence	No
44	Colchester Avenue	Glendowie			\$1,451,000	P - Private Treaty(Neg.)	17/12/2013	18/04/2014	18/04/2014	Freehold	4	809				No	Residence	No
325	Riddell Rd	Glendowie			\$1,476,000	A - Auction	26/03/2014	31/05/2014	29/04/2014	Freehold	4	791		\$930,000	1/2011	No	Residence	No
441	Riddell Rd	Glendowie		\$1,585,000	\$1,486,000	P - Private Treaty(Neg.)	11/06/2015	25/06/2015	25/06/2015	Freehold	4	815	232	\$1,780,000	7/2014	No	Residence	No
9	Carnarvon Ave	Glendowie			\$1,500,000	P - Private Treaty(Neg.)	1/04/2014	9/05/2014	8/05/2014	Freehold	5	809	293	\$1,040,000	7/2011	No	Residence	No
13	Carnarvon Ave	Glendowie			\$1,500,000	A - Auction	22/07/2014	29/08/2014	20/08/2014	Freehold	4	809		\$1,220,000	1/2011	No	Residence	No
370	Riddell Rd	Glendowie		\$1,800,000	\$1,500,000	P - Private Treaty(Neg.)	7/10/2014	24/11/2014	19/11/2014	Unknown	4			\$1,250,000	7/2014	No	Residence	No
10	Colchester Ave	Glendowie			\$1,511,000	A - Auction	24/10/2014	19/12/2014	26/11/2014	Freehold	3	809		\$1,060,000	7/2014	No	Residence	No
318	Riddell Rd	Glendowie			\$1,525,000	A - Auction	16/05/2014	12/06/2014	6/06/2014	Unknown	4	701	381	\$1,280,000	1/2011	No	Residence	No
593A	Riddell Rd	Glendowie			\$1,545,000	P - Private Treaty(Neg.)	22/06/2015	31/08/2015	28/07/2015	Unknown	4	895				No	Residence	No
36	Colchester Ave	Glendowie			\$1,550,000	P - Private Treaty(Neg.)		31/07/2014	11/07/2014	Freehold	4	809				No	Residence	No
291	Riddell Rd	Glendowie			\$1,555,000	P - Private Treaty(Neg.)	10/03/2014	28/05/2014	6/05/2014	Freehold	3	1,267	205	\$1,290,000	7/2011	No	Residence	No
354	Riddell Rd	Glendowie			\$1,570,000	A - Auction	1/10/2014	6/11/2014	4/11/2014	Freehold	4	1,022		\$1,200,000	1/2011	No	Residence	No
135	Riddell Rd	Glendowie			\$1,605,000	A - Auction	22/08/2015	18/09/2015	16/09/2015	Freehold	4	1,019	174	\$1,320,000	7/2014	No	Residence	No
41	Carnarvon Ave	Glendowie			\$1,606,000	A - Auction	28/07/2015	31/08/2015	19/08/2015	Freehold	2	809	180	\$1,270,000	1/2014	Yes	Residence	No
46	Colchester Ave	Glendowie			\$1,650,000	A - Auction	31/10/2013	18/12/2013	27/11/2013	Freehold	4	809		\$1,200,000	1/2011	Yes	Residence	No



REAL ESTATE
INSTITUTE OF
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Unit No	Street No	Street Name	Suburb	List Price	Sale Price	Sale Method	List Date	Uncond Date	Agree Date	Title	B R M S	Land Area M2	Floor Area M2	Val'n	Val'n Date	New Dwelling	Type	Sale As Is
232	Riddell Rd	Glendowie			\$1,655,000	P - Private Treaty(Neg.)	19/08/2015	30/10/2015	15/10/2015	Freehold	5	613	224	\$1,130,000	1/2014	No	Residence	No
22	Robley Cres	Glendowie			\$1,705,000	A - Auction	2/11/2014	31/12/2014	8/12/2014	Freehold	4	979	262	\$1,480,000	7/2014	No	Residence	No
313A	Riddell Rd	Glendowie			\$1,710,000	A - Auction	7/07/2015	19/08/2015	18/08/2015	Freehold	4	564	298	\$1,490,000	1/2014	No	Residence	No
108	Riddell Rd	Glendowie			\$1,750,000	P - Private Treaty(Neg.)	1/11/2014	9/12/2014	9/12/2014	Freehold	4	438	260	\$1,110,000	7/2014	Yes	Residence	No
140	Riddell Rd	Glendowie			\$1,750,000	A - Auction	9/03/2015	30/04/2015	8/04/2015	Freehold	4	998	185	\$1,440,000	1/2014	No	Residence	No
14	Athlone Rd	Glendowie			\$1,775,000	A - Auction	21/08/2014	30/09/2014	9/09/2014	Freehold	5			\$1,130,000	1/2011	No	Residence	No
380	Riddell Rd	Glendowie			\$1,795,000	A - Auction	20/05/2015	30/06/2015	17/06/2015	Freehold	4	843	272	\$1,590,000	1/2014	No	Residence	No
25	Chesterfield Ave	Glendowie			\$1,800,000	A - Auction	21/02/2014	10/03/2014	7/03/2014	Freehold	4	862	226	\$1,210,000	1/2011	No	Residence	No
47A	Riddell Rd	Glendowie			\$1,820,000	A - Auction	7/06/2015	24/07/2015	21/07/2015	Unknown	4	905		\$1,280,000	1/2011	No	Residence	No
242	Riddell Rd	Glendowie			\$1,850,000	A - Auction	13/12/2013	28/02/2014	12/02/2014	Freehold	4	566				No	Residence	No
445	Riddell Rd	Glendowie			\$1,860,000	P - Private Treaty(Neg.)	26/09/2014	23/10/2014	30/09/2014	Unknown	4					No	Residence	No
12	Chesterfield Ave	Glendowie			\$1,895,000	A - Auction	27/08/2015	30/09/2015	9/09/2015	Freehold	4	699	175	\$1,240,000	7/2014	Yes	Residence	No
314	Riddell Rd	Glendowie		\$1,958,000	\$1,958,000	P - Private Treaty(Neg.)	12/10/2014	22/10/2014	22/10/2014	Unknown	1					No	Residence	No
783	Riddell Rd	Glendowie			\$2,050,000	P - Private Treaty(Neg.)	28/06/2014	5/09/2014	16/08/2014	Freehold	4	600				No	Residence	No
383	Riddell Rd	Glendowie			\$2,175,000	P - Private Treaty(Neg.)	25/07/2015	31/07/2015	26/07/2015	Crosslease	4		286	\$2,000,000	7/2014	No	Residence	No
307B	Riddell Rd	Glendowie			\$2,250,000	P - Private Treaty(Neg.)	6/11/2013	28/02/2014	17/01/2014	Freehold	5	1,120		\$1,630,000	1/2011	No	Residence	No
272	Riddell Rd	Glendowie			\$2,300,000	A - Auction	26/11/2014	11/02/2015	11/02/2015	Freehold	4	921	290	\$1,570,000	7/2014	No	Residence	No
415A	Riddell Rd	Glendowie			\$2,328,000	P - Private Treaty(Neg.)	20/02/2014	31/03/2014	4/03/2014	Freehold	7	1,082		\$2,100,000		Yes	Residence	No
327	Riddell Rd	Glendowie			\$2,375,000	A - Auction	18/10/2015	9/11/2015	9/11/2015	Freehold	3	954	132	\$1,970,000	7/2014	No	Residence	No
12	Carnarvon Ave	Glendowie			\$2,401,000	A - Auction	17/06/2014	25/09/2014	24/09/2014	Freehold	4	809	385	\$1,500,000	1/2011	No	Residence	No

Residential Sales Listing
 Period: 01/11/2013 - 01/11/2015
 Price: \$1,400,000 to \$999,999,999
 District: Auckland
 Tla(s): Auckland City
 Suburb(s): Glendowie
 Street(s): Athlone, Carnarvon, Chesterfield, Colchester, Grantham, Riddell, Robley, Whitehaven

Unit No	Street No	Street Name	Suburb	List Price	Sale Price	Sale Method	List Date	Uncond Date	Agree Date	Title	B R M S	Land Area M2	Floor Area M2	Val'n	Val'n Date	New Dwelling	Type	Sale As Is
	337A	Riddell Rd	Glendowie		\$2,425,000	A - Auction	30/07/2015	30/09/2015	2/09/2015	Freehold	4	800		\$2,200,000	1/2014	Yes	Residence	No
	296A	Riddell Road	Glendowie		\$2,430,000	A - Auction	22/12/2013	25/02/2014	25/02/2014	Freehold	4	926	356			No	Residence	No
	264	Riddell Rd	Glendowie		\$2,500,000	A - Auction	27/07/2014	20/08/2014	20/08/2014	Freehold	4	920	301			No	Residence	No
	419A	Riddell Rd	Glendowie		\$2,575,000	P - Private Treaty(Neg.)	1/09/2014	30/09/2014	9/09/2014	Freehold	5	1,300				No	Residence	No
	577	Riddell Rd	Glendowie		\$2,700,000	A - Auction	20/08/2014	30/09/2014	18/09/2014	Freehold	4	897	399	\$1,950,000	7/2011	No	Residence	No
	459	Riddell Rd	Glendowie		\$2,715,000	A - Auction	30/07/2015	30/09/2015	16/09/2015	Freehold	3	1,069	125	\$1,820,000	1/2014	No	Residence	No
	487	Riddell Rd	Glendowie	\$2,750,000	\$2,750,000	P - Private Treaty(Neg.)	17/03/2014	30/06/2014	21/05/2014	Freehold	5	1,999	195	\$2,400,000	7/2011	No	Residence	No
	605	Riddell Rd	Glendowie	\$3,950,000	\$3,400,000	P - Private Treaty(Neg.)	12/02/2014	25/06/2014	24/05/2014	Freehold	4	2,504	290	\$3,150,000	1/2011	No	Residence	No

Residential Sales Listing
 Period: 01/11/2012 - 01/11/2015
 Price: \$0 to \$999,999,999
 District: Auckland
 Tla(s): Auckland City
 Suburb(s): Glendowie
 Street(s): Carnarvon

Unit No	Street No	Street Name	Suburb	List Price	Sale Price	Sale Method	List Date	Uncond Date	Agree Date	Title	B R M S	Land Area M2	Floor Area M2	Val'n	Val'n Date	New Dwelling	Type	Sale As Is
	21	Carnarvon Ave	Glendowie		\$965,000	A - Auction	23/10/2012	29/11/2012	6/11/2012	Freehold	2	763		\$880,000	1/2011	No	Residence	No
	39	Carnarvon Ave	Glendowie		\$1,373,000	A - Auction	13/06/2013	10/07/2013	9/07/2013	Freehold	4	809		\$970,000	1/2011	No	Residence	No
	16	Carnarvon Ave	Glendowie		\$1,380,000	A - Auction	1/09/2014	28/11/2014	15/10/2014	Freehold	3	809		\$800,000	1/2011	No	Residence	No
	9	Carnarvon Ave	Glendowie		\$1,500,000	P - Private Treaty(Neg.)	1/04/2014	9/05/2014	8/05/2014	Freehold	5	809	293	\$1,040,000	7/2011	No	Residence	No
	13	Carnarvon Ave	Glendowie		\$1,500,000	A - Auction	22/07/2014	29/08/2014	20/08/2014	Freehold	4	809		\$1,220,000	1/2011	No	Residence	No
	41	Carnarvon Ave	Glendowie		\$1,606,000	A - Auction	28/07/2015	31/08/2015	19/08/2015	Freehold	2	809	180	\$1,270,000	1/2014	Yes	Residence	No
	12	Carnarvon Ave	Glendowie		\$2,401,000	A - Auction	17/06/2014	25/09/2014	24/09/2014	Freehold	4	809	385	\$1,500,000	1/2011	No	Residence	No



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Residential Sales Listing

Period: Last6Months (01/05/2015 - 31/10/2015)

Price: \$1,400,000 to \$999,999,999

District: Auckland

Tla(s): Auckland City

Suburb(s): Glendowie

Street(s): All

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Unit No	Street No	Street Name	Suburb	List Price	Sale Price	Sale Method	List Date	Uncond Date	Agree Date	Title	B R M S	Land Area M2	Floor Area M2	Val'n	Val'n Date	New Dwelling	Type	Sale As Is
66	66	Mount Taylor Dr	Glendowie	\$1,395,000	\$1,400,000	P - Private Treaty(Neg.)	1/07/2015	7/10/2015	29/09/2015	Freehold	6	569	282	\$1,220,000	7/2014	No	Residence	No
66	66	Robley Cres	Glendowie		\$1,410,000	A - Auction	13/09/2015	23/10/2015	18/10/2015	Freehold	4	1,237	216	\$13,700,000	7/2014	No	Residence	No
7	7	Esperance Rd	Glendowie		\$1,439,800	A - Auction	18/06/2015	22/09/2015	22/09/2015	Freehold	3	751	120	\$1,140,000	7/2014	No	Residence	No
23	23	Whitehaven Rd	Glendowie		\$1,450,000	P - Private Treaty(Neg.)	17/09/2015	21/09/2015	18/09/2015	Freehold	2	900	124	\$1,050,000	7/2014	No	Residence	No
20	20	Jefferson St	Glendowie		\$1,451,000	A - Auction	29/07/2015	31/08/2015	20/08/2015	Freehold	3	809	108	\$1,050,000	7/2014	No	Residence	No
29	29	Roberta Ave	Glendowie		\$1,461,000	A - Auction	14/05/2015	30/06/2015	10/06/2015	Freehold	3	996	169	\$1,300,000	1/2014	Yes	Residence	No
21	21	Navarre Rd	Glendowie		\$1,465,000	A - Auction	21/08/2015	30/10/2015	30/09/2015	Freehold	4	943	183	\$1,190,000	1/2014	No	Residence	No
441	441	Riddell Rd	Glendowie	\$1,585,000	\$1,486,000	P - Private Treaty(Neg.)	11/06/2015	25/06/2015	25/06/2015	Freehold	4	815	232	\$1,780,000	7/2014	No	Residence	No
43	43	Pembroke Cres	Glendowie		\$1,500,000	A - Auction	27/05/2015	15/07/2015	15/07/2015	Freehold	4	390	250	\$1,050,000	7/2014	No	Residence	No
114	114	Esperance Rd	Glendowie		\$1,500,000	A - Auction	18/08/2015	23/09/2015	23/09/2015	Freehold	4	475	270	\$1,150,000	7/2014	No	Residence	No
593A	593A	Riddell Rd	Glendowie		\$1,545,000	P - Private Treaty(Neg.)	22/06/2015	31/08/2015	28/07/2015	Unknown	4	895			7/2014	No	Residence	No
47	47	Pembroke Cres	Glendowie		\$1,550,000	A - Auction	25/06/2015	31/08/2015	6/08/2015	Freehold	5	743	185	\$930,000	7/2014	No	Residence	No
24	24	Esperance Rd	Glendowie		\$1,560,000	A - Auction	20/08/2015	28/09/2015	13/09/2015	Freehold	4			\$1,400,000	7/2014	No	Residence	No
26	26	Kildare Ave	Glendowie		\$1,567,500	A - Auction	14/05/2015	30/06/2015	10/06/2015	Freehold	3	844	110	\$1,060,000	1/2014	No	Residence	No
20	20	Lisburn Ave	Glendowie		\$1,600,000	A - Auction	21/08/2015	23/09/2015	23/09/2015	Freehold	3	809	126	\$970,000	7/2014	No	Residence	No
48	48	Wendover Rd	Glendowie	\$1,620,000	\$1,600,000	P - Private Treaty(Neg.)	28/08/2015	30/09/2015	26/09/2015	Freehold	4	758	153	\$1,120,000	7/2014	No	Residence	No
135	135	Riddell Rd	Glendowie		\$1,605,000	A - Auction	22/08/2015	18/09/2015	16/09/2015	Freehold	4	1,019	174	\$1,320,000	7/2014	No	Residence	No
41	41	Carnarvon Ave	Glendowie		\$1,606,000	A - Auction	28/07/2015	31/08/2015	19/08/2015	Freehold	2	809	180	\$1,270,000	1/2014	Yes	Residence	No
15	15	Wendover Rd	Glendowie		\$1,620,000	A - Auction	29/07/2015	30/09/2015	26/08/2015	Freehold	3	804	177	\$1,080,000	1/2014	No	Residence	No
25	25	Sierra St	Glendowie		\$1,625,000	A - Auction	7/05/2015	30/06/2015	3/06/2015	Freehold	4	897	169	\$1,150,000	7/2014	No	Residence	No



REAL ESTATE
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Residential Sales Listing

Period: Last6Months (01/05/2015 - 31/10/2015)

Price: \$1,400,000 to \$999,999,999

District: Auckland

Tla(s): Auckland City

Suburb(s): Glendowie

Street(s): All

Printed 23/11/2015 at 01:10

Unit No	Street No	Street Name	Suburb	List Price	Sale Price	Sale Method	List Date	Uncond Date	Agree Date	Title	B R M S	Land Area M2	Floor Area M2	Val'n	Val'n Date	New Dwelling	Type	Sale As Is
18	Kildare Ave	Glendowie			\$1,630,000	A - Auction	5/05/2015	30/06/2015	3/06/2015	Freehold	4	809	200	\$1,190,000	1/2014	Yes	Residence	No
232	Riddell Rd	Glendowie			\$1,655,000	P - Private Treaty(Neg.)	19/08/2015	30/10/2015	15/10/2015	Freehold	5	613	224	\$1,130,000	1/2014	No	Residence	No
2	Caliban Pl	Glendowie			\$1,700,000	A - Auction	11/04/2015	4/05/2015	30/04/2015	Freehold	4	875	171	\$1,160,000	1/2014	No	Residence	No
313A	Riddell Rd	Glendowie			\$1,710,000	A - Auction	7/07/2015	19/08/2015	18/08/2015	Freehold	4	564	298	\$1,490,000	1/2014	No	Residence	No
292	West Tamaki Rd	Glendowie			\$1,725,000	A - Auction	11/06/2015	30/09/2015	19/08/2015	Freehold	4	809	156	\$1,270,000	1/2014	No	Residence	No
24	Roberta Ave	Glendowie	\$1,695,000	\$1,755,000		P - Private Treaty(Neg.)	25/08/2015	30/09/2015	31/08/2015	Freehold	3	971	165	\$1,670,000	1/2014	Yes	Residence	No
11	Chelmsford Ave	Glendowie			\$1,760,000	P - Private Treaty(Neg.)	29/01/2015	15/05/2015	7/05/2015	Freehold	5	809	263	\$1,360,000	7/2014	No	Residence	No
39	Sierra St	Glendowie			\$1,770,000	A - Auction	15/08/2015	20/09/2015	20/09/2015	Freehold	4	1,071	177	\$1,300,000	7/2014	No	Residence	No
380	Riddell Rd	Glendowie			\$1,795,000	A - Auction	20/05/2015	30/06/2015	17/06/2015	Freehold	4	843	272	\$1,590,000	1/2014	No	Residence	No
17	Sierra St	Glendowie			\$1,800,000	A - Auction	16/06/2015	31/07/2015	15/07/2015	Freehold	5	918	347	\$1,330,000	1/2014	No	Residence	No
47A	Riddell Rd	Glendowie			\$1,820,000	A - Auction	7/06/2015	24/07/2015	21/07/2015	Unknown	4	905				No	Residence	No
8	Thornhill Pl	Glendowie			\$1,825,000	P - Private Treaty(Neg.)	5/05/2015	30/06/2015	9/06/2015	Freehold	5	1,201	483	\$2,050,000	1/2014	No	Residence	No
1	Granada Pl	Glendowie			\$1,870,000	A - Auction	30/04/2015	30/06/2015	6/06/2015	Freehold	4	1,055	259	\$1,360,000	1/2014	Yes	Residence	No
12	Chesterfield Ave	Glendowie			\$1,895,000	A - Auction	27/08/2015	30/09/2015	9/09/2015	Freehold	4	699	175	\$1,240,000	7/2014	Yes	Residence	No
8A	Kesteven Ave	Glendowie			\$1,950,000	A - Auction	9/06/2015	31/07/2015	8/07/2015	Freehold	4	1,080		\$1,500,000	1/2014	No	Residence	No
1	California Pl	Glendowie			\$2,050,000	P - Private Treaty(Neg.)	23/03/2015	22/10/2015	14/10/2015	Freehold	4	500	300	\$1,790,000	7/2014	No	Residence	No
61	Kildare Ave	Glendowie			\$2,100,000	A - Auction	7/08/2015	30/09/2015	25/08/2015	Freehold	5	809	99	\$1,750,000	1/2014	Yes	Residence	No
45	Roberta Ave	Glendowie	\$2,150,000	\$2,170,000		P - Private Treaty(Neg.)	13/08/2015	19/10/2015	19/10/2015	Freehold	5	926	342	\$2,000,000	7/2014	No	Residence	No
383	Riddell Rd	Glendowie			\$2,175,000	P - Private Treaty(Neg.)	25/07/2015	31/07/2015	26/07/2015	Crosslease	4		286	\$2,000,000	7/2014	No	Residence	No
337A	Riddell Rd	Glendowie			\$2,425,000	A - Auction	30/07/2015	30/09/2015	2/09/2015	Freehold	4	800		\$2,200,000	1/2014	Yes	Residence	No

Residential Sales Listing
 Period: Last6Months (01/05/2015 - 31/10/2015)
 Price: \$1,400,000 to \$999,999,999
 District: Auckland
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 Suburb(s): Glendowie
 Street(s): All

Unit No	Street No	Street Name	Suburb	List Price	Sale Price	Sale Method	List Date	Uncond Date	Agree Date	Title	B R M S	Land Area M2	Floor Area M2	Val'n	Val'n Date	New Dwelling	Type	Sale As Is
	5	Thornhill Pl	Glendowie		\$2,450,000	A - Auction	7/04/2015	7/04/2015	7/04/2015	Freehold	4	845	310	\$1,950,000	7/2014	No	Residence	No
	290	West Tamaki Rd	Glendowie		\$2,500,000	A - Auction	13/03/2015	30/06/2015	29/05/2015	Freehold	3	809	320	\$1,710,000	1/2014	No	Residence	No
	40	Chelmsford Ave	Glendowie		\$2,560,000	A - Auction	13/08/2015	15/09/2015	15/09/2015	Freehold	4	809	313	\$1,780,000	7/2014	No	Townhouse	No
	459	Riddell Rd	Glendowie		\$2,715,000	A - Auction	30/07/2015	30/09/2015	16/09/2015	Freehold	3	1,069	125	\$1,820,000	1/2014	No	Residence	No
	10	Vanessa Cres	Glendowie		\$2,875,000	A - Auction	7/07/2015	12/08/2015	12/08/2015	Freehold	4	1,320	280	\$2,250,000	7/2014	No	Residence	No
	28	Glendowie Rd	Glendowie		\$2,985,000	A - Auction	8/05/2015	30/06/2015	3/06/2015	Freehold	4	1,583	138	\$2,050,000	1/2014	No	Residence	No