

PROPERTY INFORMATION

38 SCARBOROUGH TERRACE, PARNELL



RICHARD LYNE
LESS SECRET MORE AGENT

MOB: 021 687 000

RICHARD.LYNE@RAYWHITE.COM

Important please note:

The contents of this information pack do not form part of the contract for sale and purchase. Whilst care has been taken in preparation of this information to assist in your initial assessment of this property, 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.

It is our advice that all information that is material to any purchase decision be verified through independent professional advisors.

In particular;

You must seek legal advice with respect to legal conveyance; GST &/or land withholding tax implications; any aspect pertaining to building construction method and performance; property valuation; council regulation / planning and zoning rules / PAUP, geotechnical concerns and/or any other matter material to your decision making process.

For further clarification please contact us and / or review the attached Real Estate Code of Conduct & the REAA Buyers & Sellers Guide Booklets.

Licensed Residential Real Estate Sales Professional
REAA 2008 – Licence Reference # 10002550

Seek further information on-line : <http://www.reaa.govt.nz>

Statement of passing over information

This information has been supplied by the vendor or the vendor's agents. Accordingly Megan Jaffe Real Estate Limited is merely passing over the information as supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation into the same. To the maximum extent permitted by law Megan Jaffe Real Estate Limited do not accept any responsibility to any person for the accuracy of the information herein.



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38 Scarborough Terrace Parnell



38 Scarborough Terrace Parnell, Auckland



Approx Floor Area: 210m² - FOR VISUAL PURPOSE ONLY



Legal Description Fee Simple LOT 1 DP 17339
Land Area 382m² (more or less)
Floor Area 195-210m² (approximately)
CV \$1,840,000 (2014)
Rates \$5,403.84 (2016/2017)

Chattels Blinds, Burglar Alarm, Dishwasher, Drapes, Extractor Fan, F/Floor Covers, Garden Shed, Heated Towel Rails x3, Light Fittings, Rangehood, Induction Hob, Electric Oven, Waste Disposal. Spa Pool (Note: The Spa has not been consented to be on the deck.), LouvreTec with rain sensor and remote.

Zoning Unitary Plan Zone 'Single House'
Operative Plan Zone 'Residential 1'

Miscellaneous Residents permit parking designated outside the property.
Auckland Transport currently charge \$155 per car per annum (2016).



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 38 Scarborough Terrace, Parnell please contact:



Richard Lyne
mobile 021 687 000
richard.lyne@raywhite.com
<http://www.richardlyne.nz>



Proudly Marketed By
Richard Lyne

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



38 Scarborough Terrace Parnell

Perfectly Parnell

Here's an ideal solution for busy lifestyles looking for Parnell living with panache. Villa proportions street-side disguise the large-scale living this property can provide. Weatherboard and heritage features make this a wonderful home with feel. This circa 1900 villa has seen Parnell re-invent herself as cleverly as her own; having been renewed with skill just several years ago.

The floor plan delivers exceptional living across three levels and can easily accommodate extended family where everyone can find space. A mid-level incorporates a living area with open plan kitchen dining that connects to a fabulous LouvreTec covered deck. The lower garden level provides an ideal self-contained guest area or office/teenage space. Centrally located and Grammar zoned this property must be inspected to be fully appreciated.

Be quick as this rare Parnell offering will undoubtedly not last long.

5 🏠 3 🛋️ 1 🚿 3.5 🚿 382m² 🏡

Auction 1.00pm - Wednesday 7 December 2016
In rooms, 369 Remuera Rd (unless sold prior)
View Saturday & Sunday 11:30am-12:30pm
or by appointment/RMU24071





38 SCARBOROUGH TERRACE PARNELL AUCKLAND

Rating Valuations:	\$1,840,000
Land Value:	\$1,220,000
Improvements Value:	\$620,000
Valuation Date:	01-Jul-2014
Last Sale Price:	\$1,575,000
Last Sale Date:	26-Feb-2013
Last Sale Type:	Whole. One property involved
Sale Tenure:	Freehold
Purchase Relationship:	Market Level - Bonafide
Net Sale Price:	\$1,555,000
Chattels:	\$20,000



Valuation Address:	38 SCARBOROUGH TERRACE PARNELL AUCKLAND
Valuation Reference:	5/3900130000
Legal Description:	LOT 1 DP 17339 382M2
TA Name:	Auckland
Tenure:	Not Applicable or Extension
Floor Area:	195 m ²
Land Area:	382 m ²
Bedrooms:	4
Building Age:	1880 - 1889
Category:	Residential, Dwelling, average (RD)
Wall Material:	Weatherboard / GOOD
Roof Material:	Steel / G-Iron / AVERAGE
Contour:	Steep fall
Deck:	Y
Parking Freestanding:	0 cars
Parking Main Roof:	0
Land Use:	Single Unit excluding Bach
Zoning:	Residential (9A)



Owners:	Nicholson, <i>Shelley Jacqueline</i>  Sneddon, <i>Ronald Henry</i> 
Certificate Of Title:	NA403/160 (Freehold)
Comments:	Add comment

MarketWatch History

Date	Activity	Price Detail	Agency	Contact Agent
24-Mar-13	Withdrawn		Unlimited Potential Mt Eden, Licensed Agent (REAA 2008)	Neil Bailey
2-Feb-13	New Listing	Auction	Unlimited Potential Mt Eden, Licensed Agent (REAA 2008)	Neil Bailey

Disclaimer

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38 Scarborough Terrace Parnell

Property information

CT number	CT-403/160
Land area	382 Square Metres
Legal description	Lot 1 DP 17339 382m2
Land use	SINGLE UNITS - DETACHED DWELL
Description of improvements	HOUSE
Ward	Waitemata and Gulf
Local board	Waitemata

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	\$1,840,000
Latest Land value	\$1,220,000
Latest Value of improvements	\$620,000
Annual value	\$92,000

Rates assessment (2015/2016)

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

Assessment number	00000198416
Capital value	\$1,840,000
Land value	\$1,220,000
Annual value	\$92,000
Rateability	Fully Rateable
Land use	SINGLE UNITS - DETACHED DWELL
Total Rates	\$5,265.10 (GST inclusive)

How your rates were calculated

Type of rate	Rate calculation	Total rate
Uniform Annual General Charge	Number of separate parts 1	\$385.00
	Charge 385.00	
General Rate - Urban Residential	Capital value 1,840,000	\$4,540.69
	Rate 0.00246777	
Waste Management - Full Service	Per service 1	\$225.56
	Rate 225.56	

Other Targeted Rate(s)	NA Rate	\$0.00
Transport Levy - Non Business	Number of separate parts 1 Charge 113.85	\$113.85
Total Rates for 2015/2016 (including GST)		\$5,265.10



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier NA403/160
Land Registration District North Auckland
Date Issued 20 November 1924

Prior References

NA120/165

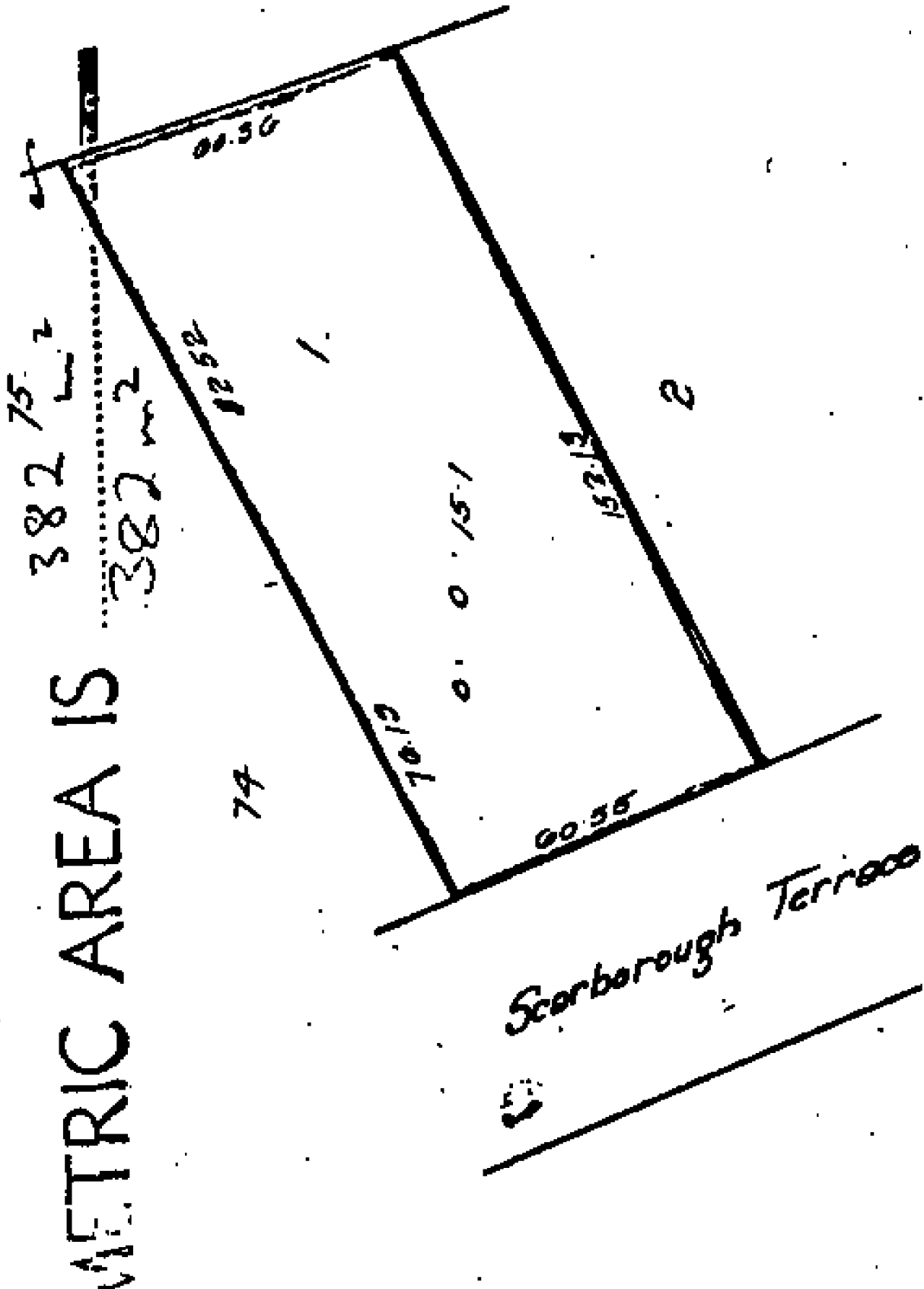
Estate Fee Simple
Area 382 square metres more or less
Legal Description Lot 1 Deposited Plan 17339

Proprietors

Ronald Henry Sneddon and Shelley Jacqueline Nicholson

Interests

9360340.3 Mortgage to ASB Bank Limited - 22.4.2013 at 9:04 am





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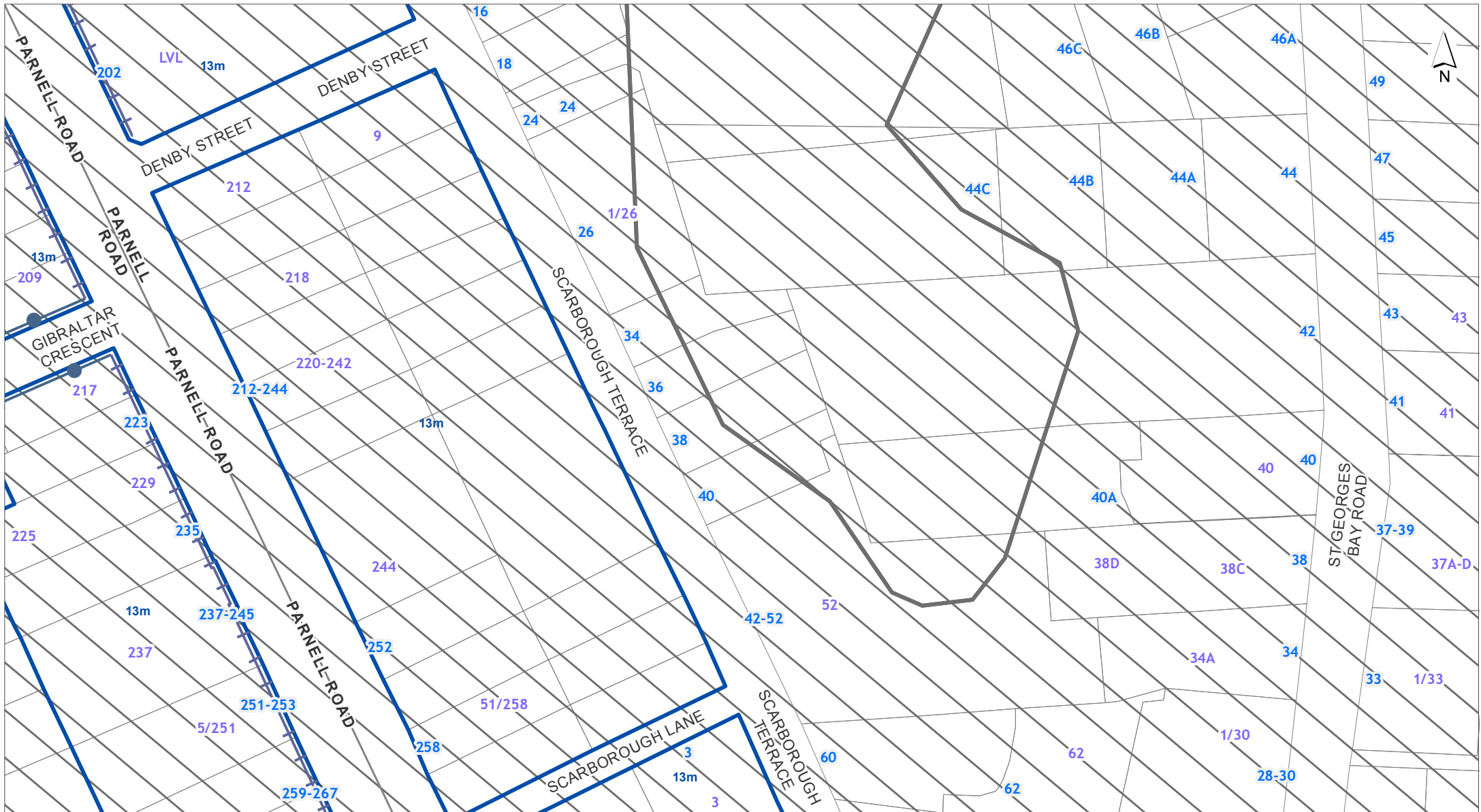
Decisions version Built Environment
38 Scarborough Terrace, Parnell



Scale @ A4
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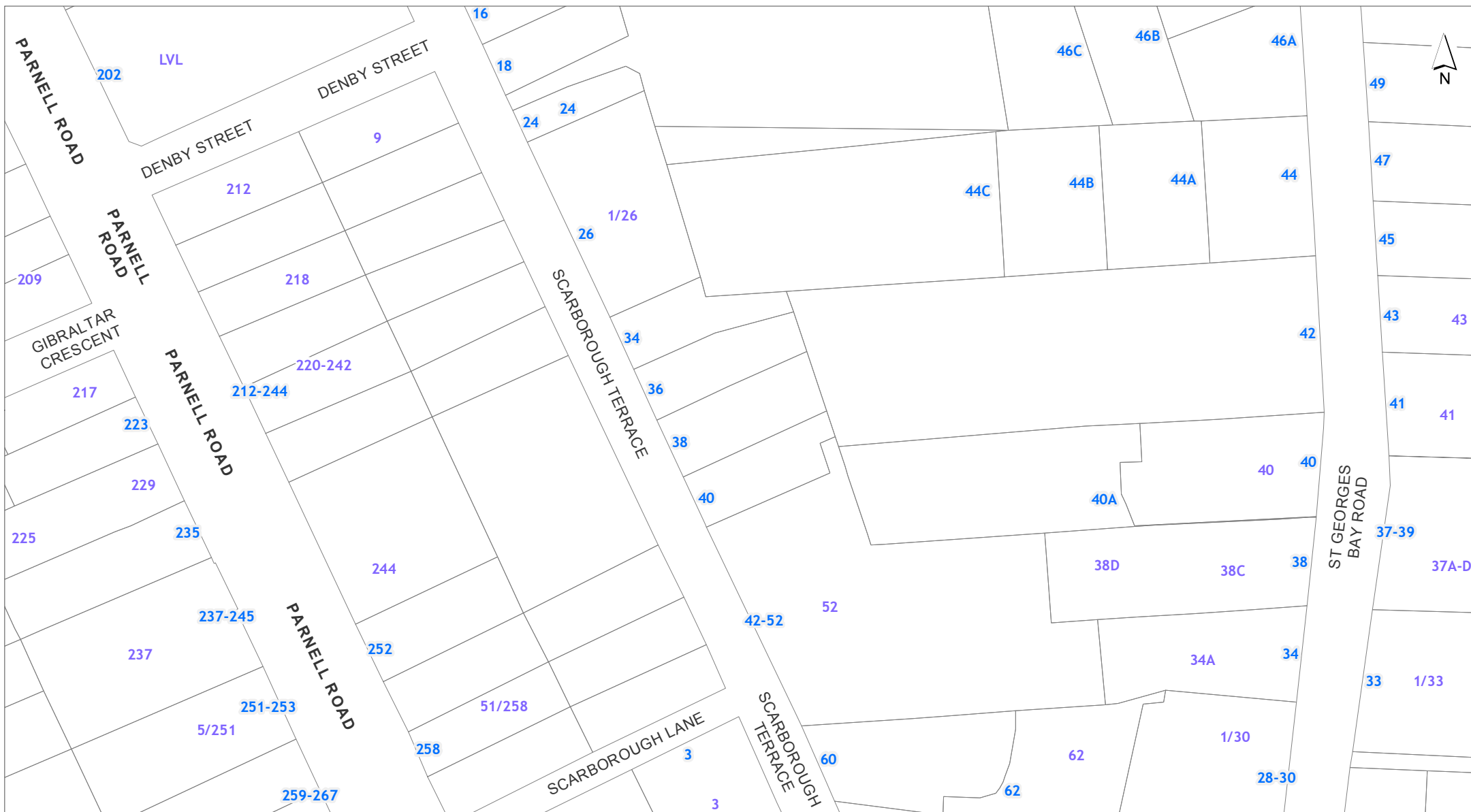
Decisions version Controls
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Decisions version Designations 38 Scarborough Terrace, Parnell



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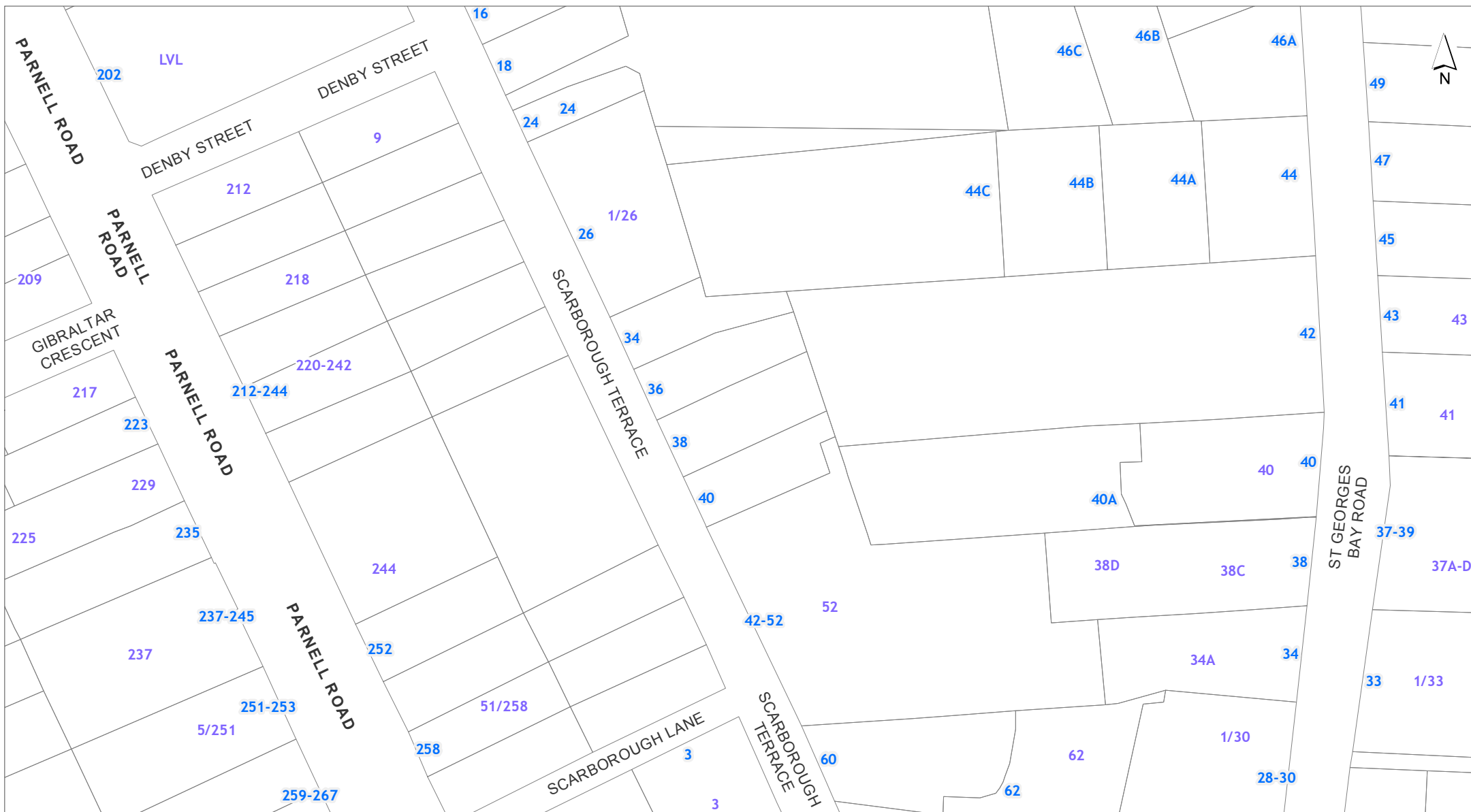
Decisions version Infrastructure
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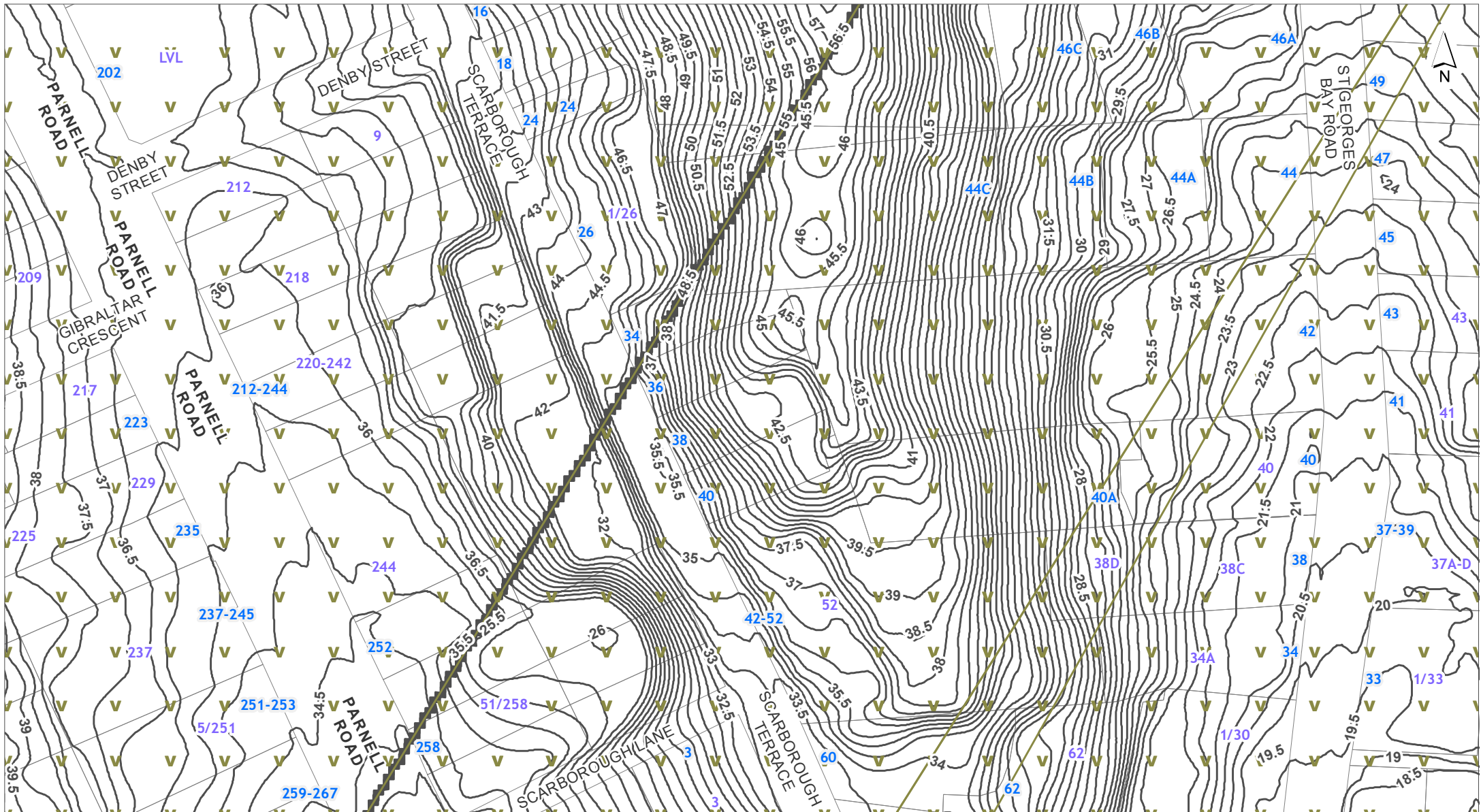
**Decisions version Mana Whenua
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Decisions version Natural Heritage
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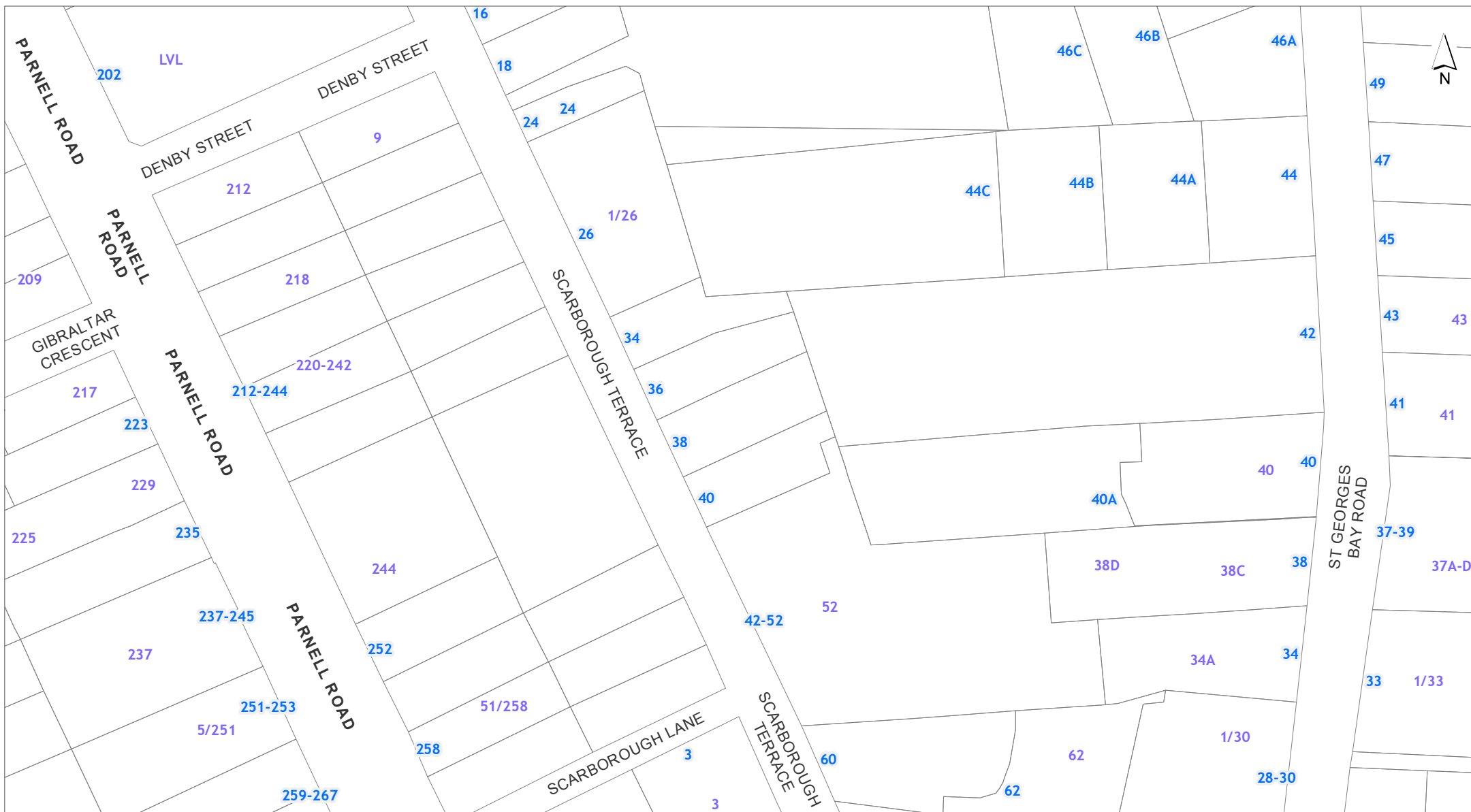
Decisions version Natural Resources
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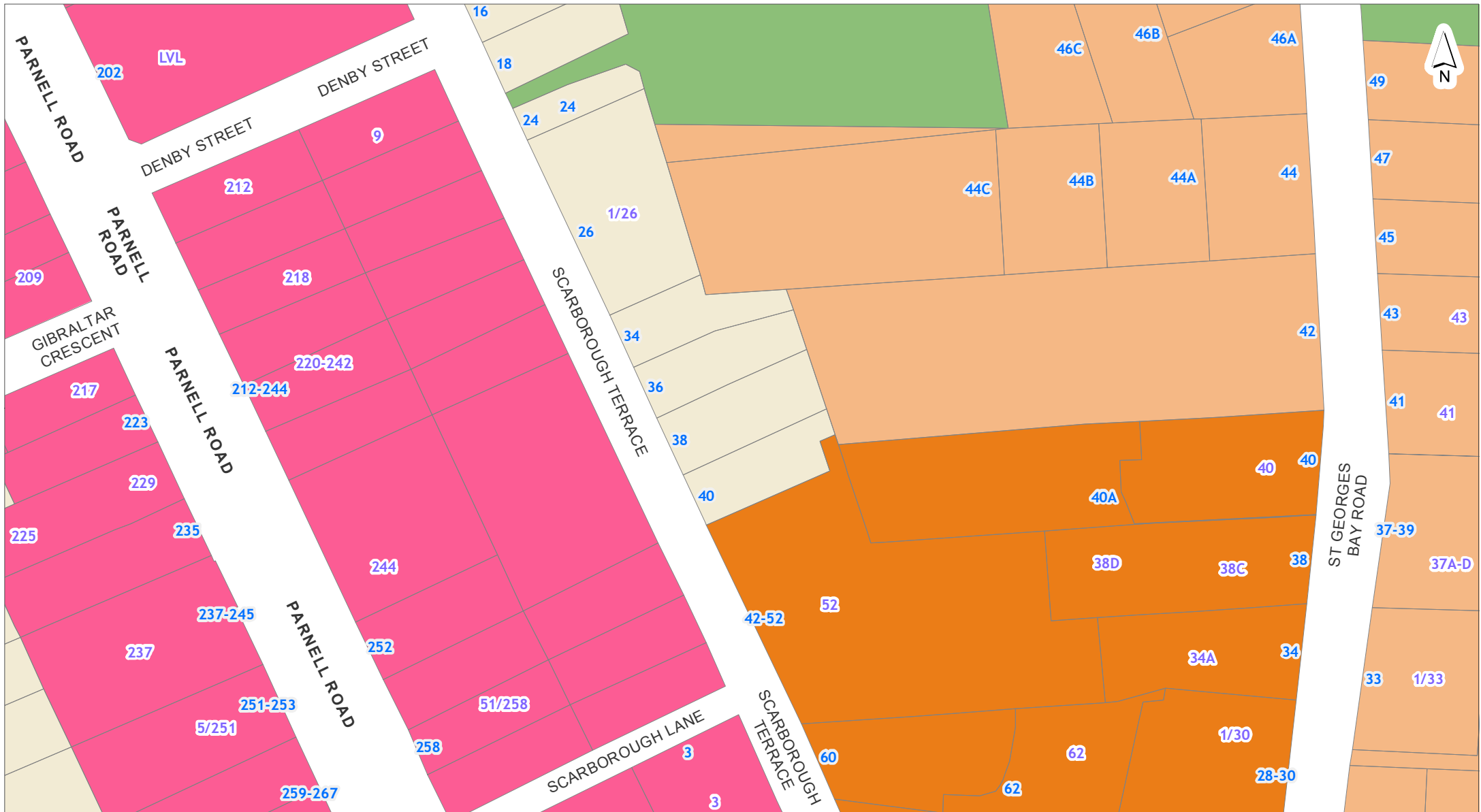
Decisions version Precincts 38 Scarborough Terrace, Parnell



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Decisions version Zones and Rural Urban Boundary 38 Scarborough Terrace, Parnell





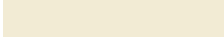




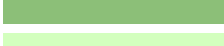





















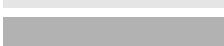
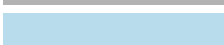





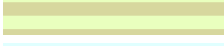

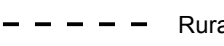

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LEGEND

ZONES

	Residential - Large Lot Zone
	Residential - Rural and Coastal Settlement Zone
	Residential - Single House Zone
	Residential - Mixed Housing Suburban Zone
	Residential - Mixed Housing Urban Zone
	Residential - Terrace Housing and Apartment Buildings Zone
	Open Space - Conservation Zone
	Open Space - Informal Recreation Zone
	Open Space - Sport and Active Recreation Zone
	Open Space - Civic Spaces Zone
	Open Space - Community Zone
	Business - City Centre Zone
	Business - Metropolitan Centre Zone
	Business - Town Centre Zone
	Business - Local Centre Zone
	Business - Neighbourhood Centre Zone
	Business - Mixed Use Zone
	Business - General Business Zone
	Business - Business Park Zone
	Business - Heavy Industry Zone
	Business - Light Industry Zone
	Future Urban Zone
	Green Infrastructure Corridor [Operative in some Special Housing Areas]
	Rural - Rural Production Zone
	Rural - Mixed Rural Zone
	Rural - Rural Coastal Zone
	Rural - Rural Conservation Zone
	Rural - Countryside Living Zone
	Rural - Waitakere Foothills Zone
	Rural - Waitakere Ranges Zone
	Strategic Transport Corridor Zone
	Special Purpose Zone [Airports and Airfields, Cemetery, Healthcare Facility and Hospital, Major Recreation Facility, Maori Purpose, Quarry, School, Tertiary Education]
	Coastal - General Coastal Marine Zone [rcp]
	Coastal - Marina Zone [rcp/dp]
	Coastal - Mooring Zone [rcp]
	Coastal - Minor Port Zone [rcp/dp]
	Coastal - Ferry Terminal Zone [rcp/dp]
	Coastal - Defence Zone [rcp]
	Coastal - Coastal Transition Zone
	Water [i]

TAGGING OF MAPS

- rcp - regional coastal plan
- rp - regional plan
- dp - district
- i - information (eg roads)

Note that the dp tag is only used where provisions are a combination of district plan and one or more of the regional coastal plan or regional plan.

DESIGNATIONS



Designations














Airspace Restriction Designations

--- Rural Urban Boundary (RUB)

 Precincts

--- Indicative Coastline (i)








NATURAL RESOURCES

-  Wetland Management Areas Overlay [rp]
 -  Quality-Sensitive Aquifer Management Areas Overlay [rp]
 -  High-Use Aquifer Management Areas Overlay [rp]
 -  Natural Stream Management Areas Overlay [rp]
 -  High-Use Stream Management Areas Overlay [rp]
 -  Terrestrial [rp/dp]
 -  Marine 1 [rcp]
 -  Marine 2 [rcp]
 -  Water Supply Management Areas Overlay [rp]
 -  Natural
 -  Urban
- } **Significant Ecological Areas Overlay**
- } **Lake Management Areas Overlay (Natural Lake and Urban Lake)**







NATURAL HERITAGE

-  Outstanding Natural Features Overlay [rcp/dp]
 -  Outstanding Natural Landscapes Overlay [rcp/dp]
 -  Outstanding Natural Character Overlay [rcp/dp]
 -  High Natural Character Overlay [rcp/dp]
 -  Extent of Overlay
 -  Subdivision Schedule
 -  Notable Trees Overlay
 -  Viewshafts [rcp/dp]
 -  Height Sensitive Areas [rcp/dp]
 -  Regionally Significant Volcanic Viewshafts Overlay Contours [i]
 -  Locally Significant Volcanic Viewshafts Overlay [rcp/dp]
 -  Locally Significant Volcanic Viewshafts Overlay Contours [i]
 -  Modified
 -  Natural
 -  Local Public Views Overlay [rcp/dp]
- } **Waitakere Ranges Heritage Area Overlay**
- } **Regionally Significant Volcanic Viewshafts and Height Sensitive Areas Overlay [rcp/dp]**
- } **Ridgeline Protection Overlay**

BUILT HERITAGE AND CHARACTER

-  Historic Heritage Overlay Place [rcp/dp]
-  Historic Heritage Overlay Extent of Place [rcp/dp]
-  Special Character Areas Overlay Residential and Business
-  Auckland War Memorial Museum Viewshaft Overlay [rcp/dp]
-  Auckland War Memorial Museum Viewshaft Overlay Contours [rcp/dp]
-  Dilworth Terrace Houses Viewshaft Overlay
-  Dilworth Terrace Houses Viewshaft Overlay Contours

INFRASTRUCTURE





















-  Airport Approach Surface Overlay [rcp/dp]
 -  Aircraft Noise Overlay
 -  City Centre Port Noise Overlay
 -  National Grid Corridor [rcp/dp]
 -  National Grid Yard [rcp/dp]
 -  Quarry Buffer Area Overlay
- } **National Grid Corridor Overlay**

MANA WHENUA

-  Sites and Places of Significance to Mana Whenua Overlay [rcp/dp]

BUILT ENVIRONMENT

-  Identified Growth Corridor Overlay

-  Arterial Roads
 -  General Commercial Frontage Control
 -  Key Retail Frontage Control
 -  Business Park Zone Office Control
 -  Cable Protection Areas Control [rcp]
 -  Centre Fringe Office Control
 -  Coastal Inundation Control [rcp/dp]
 -  Height Variation Control
 -  Level Crossings With Sightlines Control
 -  Macroinvertebrate Community Index [rcp/dp]
 -  Hazardous Facilities
 -  Infrastructure
 -  Parking Variation Control
 -  Flow 1 [rp]
 -  Flow 2 [rp]
 -  Subdivision Variation Control
 -  Motorway Interchange Control
 -  General
 -  Adjacent to Level Crossings
 -  Surf Breaks [rcp]
- } **Building Frontage Control**
- } **Emergency Management Area Control**
- } **Stormwater Management Area Control**
- } **Vehicle Access Restriction Control**



Private Bag 92300, Victoria Street
Auckland 1142
09 301 0101
www.aucklandcouncil.govt.nz

Proposed Auckland Unitary Plan Decisions version (19 August 2016) Property Summary Report

Address

38 Scarborough Terrace Parnell Auckland 1052

Legal Description

Lot 1 DP 17339 382m2

Zones

Residential - Single House Zone

Precinct

Controls

Controls: Macroinvertebrate Community Index [rcp/dp] - Native

Controls: Macroinvertebrate Community Index [rcp/dp] - Urban

Designations

Overlays

Natural Heritage: Regionally Significant Volcanic Viewshafts And Height Sensitive Areas Overlay [rcp/dp] - E8, Mount Eden, Viewshafts

Natural Heritage: Regionally Significant Volcanic Viewshafts And Height Sensitive Areas Overlay [rcp/dp] - T1, Rangitoto Island, Viewshafts

Built Heritage and Character: Special Character Areas Overlay Residential and Business - Residential Isthmus A

Built Heritage and Character: Auckland War Memorial Museum Viewshaft Overlay

Ray White Remuera
369 Remuera Road
Remuera
Auckland 1050
p +64 9 520 9100
rwremuera.co.nz

Buyer Declaration Form

I/We hereby register my/our interest as a potential purchaser of the property situated at:

38 Scarborough Terrace, Parnell

.....
(property address)

.....
(name / phone / email)

.....
(name / phone / email)

.....
(name / phone / email)

.....
(name / phone / email)

We the receiving company confirm the above.

Signed:

Designation:



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) The terms "tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 1952.
- (29) The terms "associated person", "conveyancer", "residential land purchase amount", "offshore RLWT person", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (30) The term "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (31) "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.
- (32) 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 4:00 pm and 5:00 pm on the settlement date ("last minute settlement"), the purchaser shall pay the vendor:
 - (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last minute settlement; and
 - (2) if the day following the last minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

Purchaser Default: Late Settlement

- 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 purchase;
 - (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 11.2(3),

- (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 Residential Land Withholding Tax

- 6.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
 - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
 - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
 - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
 - (b) any costs payable by the vendor under subclause 6.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 6.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under subclause 6.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
 - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this subclause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 6.3 If pursuant to subclause 6.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
 - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 6.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to subclause 6.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 6.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under subclause 6.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
 - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

7.0 Risk and insurance

- 7.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 7.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
 - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
 - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
 - (2) if the property is not untenable on the settlement date the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
 - (3) in the case of a property zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
 - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in subclause 10.4 for when an amount of compensation is disputed.
- 7.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

8.0 Title, boundaries and requisitions

- 8.1 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.
- 8.2 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.
- 8.3 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 10.1 but not otherwise, shall be made or given as the case may require.
- 8.4 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.

9.0 Vendor's warranties and undertakings

- 9.1 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.

9.2 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.

9.3 If the property is or includes part only of a building, the warranty and undertaking in subclause 9.2(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.

9.4 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.

9.5 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 8.3 and any right of equitable set-off.

10.0 Claims for compensation

10.1 If the purchaser claims a right to compensation either under subclause 8.3 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 8.3, 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.

10.2 For the purposes of subclause 10.1(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 12.1.

10.3 If the amount of compensation is agreed, it shall be deducted on settlement.

10.4 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.

10.5 The procedures prescribed in subclauses 10.1 to 10.4 shall not prevent either party taking proceedings for the specific performance of the contract.

11.0 Unit title provisions

Unit Titles

11.1 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.

11.2 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.
- 11.3 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 11.2(3), the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
 - (2) elect that settlement shall still take place on the settlement date.
- 11.4 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.
- 11.5 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.

12.0 Notice to complete and remedies on default

- 12.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able, and willing to proceed to settle in accordance with this agreement or is not so ready, able, and willing to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 12.2 Subject to subclause 12.1(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.
- 12.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 12.1.
- (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.
- 12.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to subclause 12.1(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 12.4(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.
- 12.5 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.
- 12.6 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.
- 12.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 12.8 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.

13.0 Non-merger

- 13.1 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.

14.0 Agent

- 14.1 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.
- 14.2 The agent may provide statistical data relating to the sale to the Real Estate Institute of New Zealand Incorporated.

15.0 Goods and Services Tax

- 15.1 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).
- 15.2 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.
- 15.3 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.
- 15.4
- (1) Without prejudice to the vendor's rights and remedies under subclause 15.1 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 12.1.
 - (3) The vendor may give a settlement notice under subclause 12.1 with a notice under this subclause.

16.0 Zero-rating

- 16.1 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.
- 16.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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 16.3 and 16.4 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.

17.0 Supply of a Going Concern

- 17.1 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%.
- 17.2 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 15.0 of this agreement shall apply.

18.0 Limitation of Liability

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

19.0 OIA Consent Not Required

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

20.0 Counterparts

- 20.1 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

21.0 Title - Registered Interests

21.1 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.

22.0 Legal Advice

22.1 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).

23.0 Spa Pool Non-Compliance

23.1 The purchaser acknowledges and accepts that the spa pool situated on the property may not be:

(a) In compliance with the local authority's building bylaws or the Building Act 2004 or the Building Code; and/or

(b) In compliance with the local authority requirements as to swimming pool fencing and/or with the Fencing of Swimming Pools Act 1987.

23.2 The vendor gives no warranty in respect of its compliance with the requirements of the local authority, the Building Act 2004 and the Building Code or with the local authority's fencing requirements or the Fencing of Swimming Pools Act 1987. Accordingly, the vendor's warranties under clause 9 of the General Terms of Sale do not apply to the spa pool and the associated fencing.

24.0 LIM Report

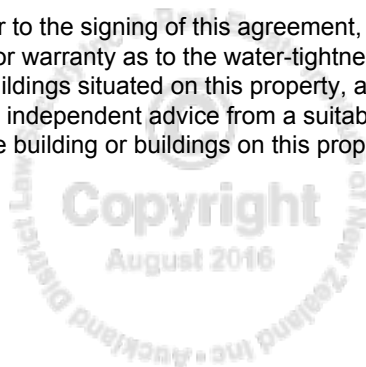
24.1 The Purchasers acknowledge that they have been supplied with a LIM Report and have been advised to seek Independent legal advice and that they are satisfied with the LIM Report in all respects.

25.0 Purchaser Acknowledgement

25.1 The Purchasers acknowledge that prior to the signing of this agreement, the Agent/Vendor has:-

(i) not made any representation, statement or warranty as to the water-tightness and structural integrity or fitness for purpose (domestic or otherwise) of the building or buildings situated on this property, and

(ii) recommended to the Purchasers to seek independent advice from a suitably qualified building inspection specialist on the water-tightness and structural integrity of the building or buildings on this property.



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: **\$10% of purchase price payable to the Megan Jaffe Real Estate Ltd Trust Account**

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:

38 Scarborough Terrace, Parnell, Auckland

VENDOR:

Ronald Henry Sneddon and Shelley Jacqueline Nicholson as trustees of The Rosh Trust

Contact Details:

VENDOR'S LAWYERS:

Firm: The Conveyancing Shop (Epsom Branch)

Individual Acting: Christine Ranjan

Contact Details: PO Box 9592, Newmarket 1149

Phone: 09 638 6969

Fax: 09 638 6968

Email: christine@conveyancingshop.co.nz

PURCHASER:

Contact Details:

PURCHASER'S LAWYERS:

Firm:

Individual Acting:

Contact Details:

Auctioneer: Wayne Maguire

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

Licensed REAA 2008 MREINZ



Statement of passing over information

This information has been supplied by the vendor or the vendor's agents. Accordingly Megan Jaffe Real Estate Limited is merely passing over the information as supplied to us by the vendor or the vendor's agents. We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation into the same. To the maximum extent permitted by law Megan Jaffe Real Estate Limited do not accept any responsibility to any person for the accuracy of the information herein.

LIM address	38 Scarborough Terrace Parnell Auckland 1052
Application number	P/LEU/2016/22733
Client name/ref	
Date issued	04/11/2016
Legal description	Lot 1 DP 17339 382m2
Certificates of title	CT-403/160

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 38 Scarborough Terrace, Parnell, Auckland 1052

Billing number 19841
Land area 382m²

Previous year's rates 5,265.10

Current rates 5,403.84
Arrears 0.00
Penalties 0.00
Other charges 0.00

Total charges 5403.84

Receipts -1,350.00
Discounts 0.00
Refunds 0.00
Remissions 0.00
Overpayments 0.00

Balance at 04/11/2016 4,053.84



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: 38 Scarborough Terrace Parnell Auckland 1052

Summary description	Application number	Decision	Life span	Status
Amendment - New deck with living beam with internal additions and alterations (Residential alterations)	BLD20062198702	Approved 09/05/2008	50 years	CCC Issued 30/10/2009 (1)

Summary description	Application number	Decision	Life span	Status
Renovate the interior removal of internal walls new starwell new deck new bifold doors all work except new deck to be within existing building envelope (Residential alterations)	BLD20062198701	Approved 27/10/2006	50 years	CCC Issued 30/10/2009 (1)
General improvements	O/32582/01	Approved 16/10/1980		Note (2)
Repair to drain	O/5405/03	Approved 27/07/1961		Note (2)



Status notes:

1. Code Compliance Certificate for this consent was issued on this date. Documents may be included in the attachments section.
2. 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: 38 Scarborough Terrace Parnell Auckland 1052

Summary description	Application number	Decision	Decision date
To renovate the downstairs of an existing dwelling add bifold doors renovate the existing deck and remove one chimney (Land use consent)	LUC20060375501	Approved	22/07/2006

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)

A number of Special Housing Areas Created under the provisions of the HASHAA 2013 are 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.

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

No swimming/spa pools recorded.



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 - 1
Limitations	Height Control - War Memorial Museum Height Control - Volcanic Cones
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 (Decisions Version)** applies to this property and should be carefully reviewed and considered, as it may have implications for how this property can be developed and/or used. As from 16 September 2016 some parts of the Decisions Version will be beyond challenge and become operative. Where that is the case, those parts of the Decisions Version will replace the corresponding parts of existing (legacy) regional and district plans. If certain parts of the Decisions Version are subject to challenge by appeals, they will not become operative, in which case both the Decisions Version and the existing (legacy) regional and district plans will need to be considered. The relevant planning maps from the Decisions Version and existing (legacy) district plans are attached. The Decisions Version can be viewed online at:

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

and the (legacy) regional and district plans can be viewed online at:

<http://www.aucklandcouncil.govt.nz/EN/planspoliciesprojects/plansstrategies/DistrictRegionalPlans/Pages/Home.aspx>

Copies of the appeals to the Decisions Version can be viewed online at:

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

Unitary plan documentation on last attachment.

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)


 2 pages 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

 3 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.

Unitary Plan Documentation

 Unitary plan document(s) attached.
(Unitary Plan Map legend on last page)

CODE COMPLIANCE CERTIFICATE

SECTION 95, BUILDING ACT 2004

Application No: BLD20062198701
Issued By: Auckland City Council

PROJECT:

Use: Renovate The Interior Removal Of Internal Walls New Starwell New Deck New Bifold Doors all work except new deck to be within existing building envelope

Class: House Not Attached **Intended Life:** More Than 50 Years

PROJECT ADDRESS: 38 Scarborough Terrace, Parnell, Auckland 1052

Lot 1 DP 17339 382m2
CT-403/160

Name of Owner B J M Dales & A K Dales & S G Callender
Dales Family Trust, 38 Scarborough Terrace, Parnell, Auckland 1052

This is: A final Code Compliance Certificate issued in respect of all of the building work under the above Consent.

This Code Compliance Certificate is issued subject to the following conditions:
NIL


The Building Consent Authority named below is satisfied, on reasonable grounds, that:

- (a) The building work complies with the building consent; and
- (b) The specified systems in the building are capable of performing to the performance standards set out in the building consent

This Code Compliance Certificate is based on the Council Officer's opinion that the building work inspected complies with the Building Consent. The reasonable grounds for the Council Officer's belief are:

The provision of Producer Statements in respect of grade B masonry; subfloor; piles, footings
The inspection of the building works by Council Inspections Officers

Signed for and on behalf of Council



Ian McCormick
Manager Building Control

Date: 30 October 2009

CODE COMPLIANCE CERTIFICATE

SECTION 95, BUILDING ACT 2004

Application No: BLD20062198702
Issued By: Auckland City Council

PROJECT:

Use: Amendment - New Deck With Living Beam With Internal Additions And Alterations

Class: House Not Attached **Intended Life:** More Than 50 Years

PROJECT ADDRESS: 38 Scarborough Terrace, Parnell, Auckland 1052

Lot 1 DP 17339 382m2
CT-403/160

Name of Owner B J M Dales, A K Dales & S G Callender
Dales Family Trust, 38 Scarborough Terrace, Parnell, Auckland 1052

This is: A final Code Compliance Certificate issued in respect of all of the building work under the above Consent.

This Code Compliance Certificate is issued subject to the following conditions:
NIL

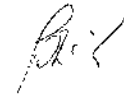
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This Code Compliance Certificate is based on the Council Officer's opinion that the building work inspected complies with the Building Consent. The reasonable grounds for the Council Officer's belief are:

The inspection of the building works by Council Inspections Officers

Signed for and on behalf of Council



Ian McCormick
Manager Building Control

Date: 30 October 2009

28 July 2006

C Tate
12 Tinopai Road
Titirangi
Auckland

Dear Sir/Madam,

**APPLICATION FOR RESOURCE CONSENT AT 38 Scarborough Terrace, Parnell
BY C Tate (TCS REF: LUC20060375501)
Planner: David Lapidge**

This is to advise you that resource consent was granted under delegated authority by the Team Leader on 22-07-2006

The full text of the decision is as follows.

RECOMMENDATION ON RESOURCE CONSENT APPLICATION LUC20060375501 at 38 Scarborough Terrace, Parnell

Pursuant to Section 104C of the Resource Management Act 1991, the restricted discretionary activity and use application by C Tate to renovate the downstairs of an existing dwelling, add bifold doors, construct a replacement deck and remove one chimney that:

- Involves external additions and alterations to an existing building on a site zoned Residential 1, at 38 Scarborough Terrace, described as LOT 1 DP 17339, CT 403/160 be **granted consent**.
- Involves external additions and alterations to an existing building included within the Proposed Plan modification 163 be **granted consent**.

Pursuant to section 125 of the Resource Management Act 1991, this resource consent will expire 5 years after the date of commencement of consent unless, before the consent lapses;

- (a) the consent is given effect to; or
- (b) an application is made to the consent authority to extend the period of the consent, and the consent authority decides to grant an extension after taking into account the statutory considerations, set out in section 125(1)(b) 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:

- The granting of consent to the applicant's proposal will have minor effects on the environment. In particular, the proposal will not detract from the visual amenity of the

surrounding sites, will be in keeping with other development within the residential 1 character zone and will enhance the appearance of the existing building.

- The granting of consent to the applicant's proposal is consistent with the relevant assessment criteria for restricted discretionary activities, and in particular to external additions and alterations to an existing building on a site zoned Residential 1.
- The imposition of the following conditions will ensure that the effects of the applicant's proposal are minor, and in particular that the proposal is built in accordance with the submitted plans and comply with the height in relation to boundary rule on the northern boundary.
- The applicant's proposal is consistent with the objectives and policies of the operative District Plan, and the sustainable management purpose of the Resource Management Act 1991.

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

Activity in Accordance with Application and Plans

- (1) The proposed activity shall be carried out in accordance with the plans and all information submitted with the application, being described as "The renovation of the downstairs of an existing dwelling, add bifold doors, construct a replacement deck and remove one chimney at 3B Scarborough Terrace, Parnell" date stamped 2nd June 2006 and referenced by Council as LUC20060375501.
- (2) Prior to the construction of the new deck, the consent holder shall engage a Licensed Cadastral Surveyor to certify to Council in writing that either:
 - (a) The site levels as indicated on the approved plans are correct and that the development will comply with the 3 metre and 45° building in relation to boundary rule for the northern boundary.
 - (b) There are differences to approved plans, in levels but the differences do not breach the Operative Auckland City District Plan (Isthmus Section),

In the event of (b), the certificate shall also specify the differences. In either event work shall not proceed beyond this stage until receipt of the above required certificate to the satisfaction of Council (Team Leader - Incident Management).

(3) Monitoring

The consent holder shall pay the Council a consent compliance monitoring charge of \$187 (inclusive of GST), plus any further monitoring charge or charges to recover the actual and reasonable costs that have been incurred to ensure compliance with the conditions attached to this consent. (This charge is to cover the cost of inspecting the site, carrying out tests, reviewing conditions, updating files, etc, all being work to ensure compliance with the resource consent).

The \$187 (inclusive of GST) charge shall be paid as part of the resource consent fee and the consent holder will be advised of the further monitoring charge or charges as

they fall due. Such further charges are to be paid within one month of the date of invoice.

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. It is further noted that 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. Furthermore, 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.*
2. *A copy of this consent shall be held on site at all times during the establishment and construction phase of the activity.*
3. *The consent holder is requested to notify Council, in writing, of their intention to begin works, a minimum of seven days prior to commencement. Such notification should be sent to the Team Leader, Compliance Monitoring (fax: 353 9052) and include the following details:*
 - *name and telephone number of the project manager and site owner*
 - *site address to which the consent relates*
 - *activity to which the consent relate*
 - *expected duration of works.*
4. *If you disagree with any of the above conditions (excluding the condition relating to the financial contribution for development) or with any additional charges relating to the processing of the application, you have a right of objection pursuant to Section 357 of the Resource Management Act 1991 which shall be made in writing to Council within 15 working days of notification of the decision. Council will as soon as practicable consider the objection at a hearing. Pursuant to Section 116, the consent will not commence until any objection or appeal has been withdrawn or decided.*

Yours faithfully,

Emma Yates
SENIOR ADMINISTRATION OFFICER
CUSTOMER ADVICE & CONSENTS

28 July 2006

C Tate
12 Tinopai Road
Titirangi
Auckland

Dear Sir/Madam,

**APPLICATION FOR RESOURCE CONSENT AT 38 Scarborough Terrace, Parnell
BY C Tate (TCS REF: LUC20060375501)
Planner: David Lapidge**

This is to advise you that resource consent was granted under delegated authority by the Team Leader on 22-07-2006

The full text of the decision is as follows.

RECOMMENDATION ON RESOURCE CONSENT APPLICATION LUC20060375501 at 38 Scarborough Terrace, Parnell

Pursuant to Section 104C of the Resource Management Act 1991, the restricted discretionary activity land use application by C Tate to renovate the downstairs of an existing dwelling, add bifold doors, construct a replacement deck and remove one chimney that:

- Involves external additions and alterations to an existing building on a site zoned Residential 1. at 38 Scarborough Terrace, described as LOT 1 DP 17339 CT 403/160 be **granted consent**.
- Involves external additions and alterations to an existing building included within the Proposed Plan modification 163 be **granted consent**.

Pursuant to section 125 of the Resource Management Act 1991 this resource consent will expire 5 years after the date of commencement of consent unless, before the consent lapses;

- (a) the consent is given effect to; or
- (b) an application is made to the consent authority to extend the period of the consent, and the consent authority decides to grant an extension after taking into account the statutory considerations, set out in section 125(1)(b) 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:

- The granting of consent to the applicant's proposal will have minor effects on the environment. In particular, the proposal will not detract from the visual amenity of the

surrounding sites, will be in keeping with other development within the residential 1 character zone and will enhance the appearance of the existing building.

- The granting of consent to the applicant's proposal is consistent with the relevant assessment criteria for restricted discretionary activities, and in particular to external additions and alterations to an existing building on a site zoned Residential 1.
- The imposition of the following conditions will ensure that the effects of the applicant's proposal are minor, and in particular that the proposal is built in accordance with the submitted plans and comply with the height in relation to boundary rule on the northern boundary.
- The applicant's proposal is consistent with the objectives and policies of the operative District Plan, and the sustainable management purpose of the Resource Management Act 1991.

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

Activity in Accordance with Application and Plans

- (1) The proposed activity shall be carried out in accordance with the plans and all information submitted with the application, being described as "The renovation of the downstairs of an existing dwelling, add bifold doors, construct a replacement deck and remove one chimney at 38 Scarborough Terrace, Parnell" date stamped 2nd June 2006 and referenced by Council as LUC20060375501.
- (2) Prior to the construction of the new deck, the consent holder shall engage a Licensed Cadastral Surveyor to certify to Council in writing that either:
 - (a) The site levels as indicated on the approved plans are correct and that the development will comply with the 3 metre and 45° building in relation to boundary rule for the northern boundary.
 - (b) There are differences to approved plans, in levels but the differences do not breach the Operative Auckland City District Plan (Isthmus Section),

In the event of (b), the certificate shall also specify the differences. In either event work shall not proceed beyond this stage until receipt of the above required certificate to the satisfaction of Council (Team Leader - Incident Management).

(3) Monitoring

The consent holder shall pay the Council a consent compliance monitoring charge of \$187 (inclusive of GST), plus any further monitoring charge or charges to recover the actual and reasonable costs that have been incurred to ensure compliance with the conditions attached to this consent. (This charge is to cover the cost of inspecting the site, carrying out tests, reviewing conditions, updating files, etc, all being work to ensure compliance with the resource consent).

The \$187(inclusive of GST) charge shall be paid as part of the resource consent fee and the consent holder will be advised of the further monitoring charge or charges as

they fall due. Such further charges are to be paid within one month of the date of invoice.

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. It is further noted that 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. Furthermore, 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.*
2. *A copy of this consent shall be held on site at all times during the establishment and construction phase of the activity*
3. *The consent holder is requested to notify Council, in writing, of their intention to begin works, a minimum of seven days prior to commencement. Such notification should be sent to the Team Leader, Compliance Monitoring (fax: 353 9052) and include the following details:*
 - *name and telephone number of the project manager and site owner*
 - *site address to which the consent relates*
 - *activity to which the consent relate*
 - *expected duration of works*
4. *If you disagree with any of the above conditions (excluding the condition relating to the financial contribution for development) or with any additional charges relating to the processing of the application, you have a right of objection pursuant to Section 357 of the Resource Management Act 1991 which shall be made in writing to Council within 15 working days of notification of the decision. Council will as soon as practicable consider the objection at a hearing. Pursuant to Section 116, the consent will not commence until any objection or appeal has been withdrawn or decided.*

Yours faithfully,

Emma Yates
SENIOR ADMINISTRATION OFFICER
CUSTOMER ADVICE & CONSENTS

Grave original to
 AEC Building
 final var - Bowden
 or 19/03/09

38 Scarborough Terrace Asbuilt plan

Existing downstairs of house

Stairs down the side of the house

Existing 150 mm PVC sewer line runs down and under the stairs and picks up new 100 mm PVC line connection to the downstairs bedroom. Changes to 150 mm earthenware below 100 mm sewer connection for downstairs

330 mm from house to new stormwater connection face down pipe

870 mm from stairs to centre of new ORG

100 mm no-draw drainage

New 100 mm stormwater line

New 100 mm sewer line connected to the house for downstairs bedroom

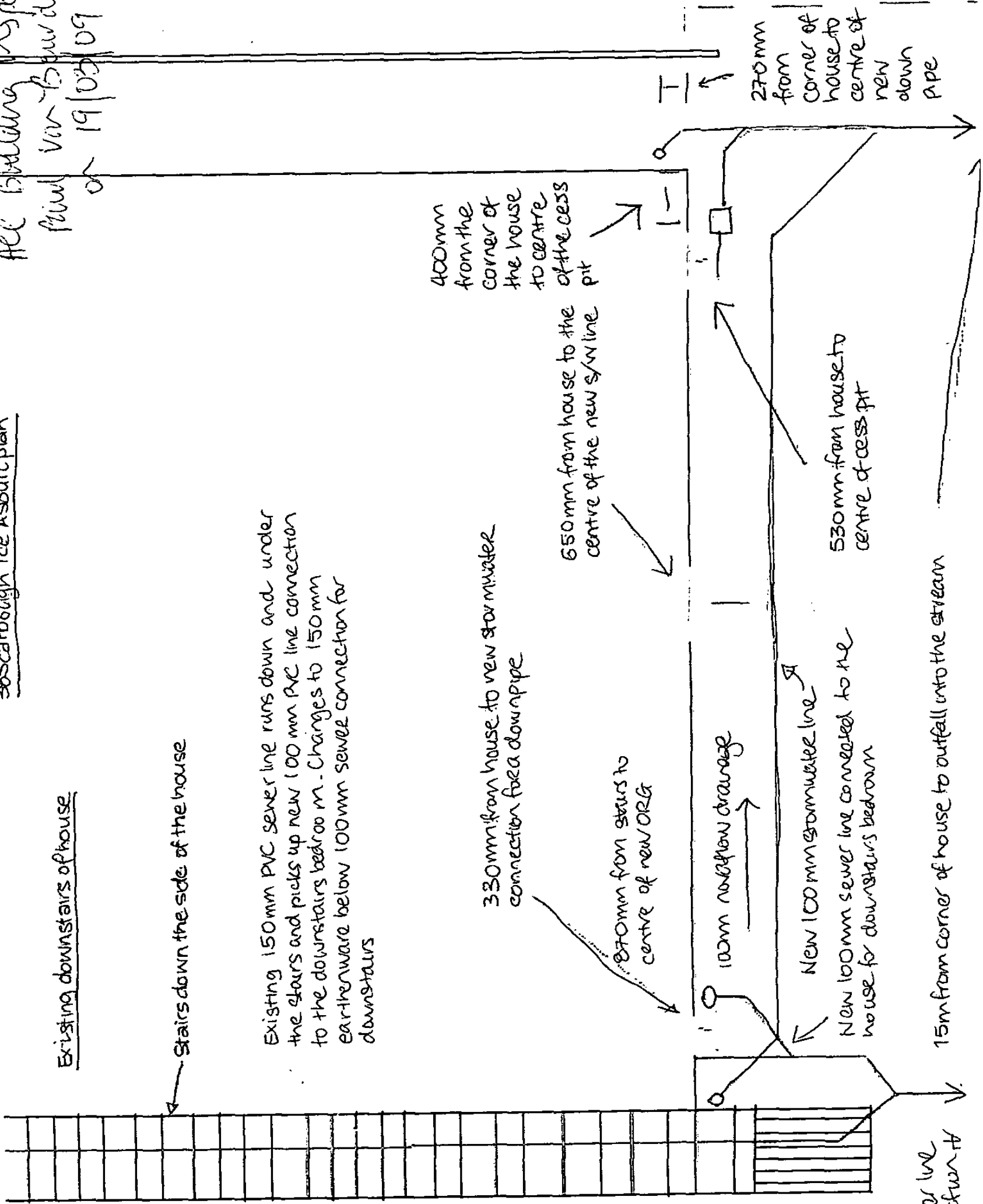
15 m from corner of house to outfall into the stream

Sewer line direction

400 mm from the corner of the house to centre of the cess pit

650 mm from house to the centre of the new s/w line

270 mm from corner of house to centre of new down pipe



PRIVATE DRAINAGE PLAN

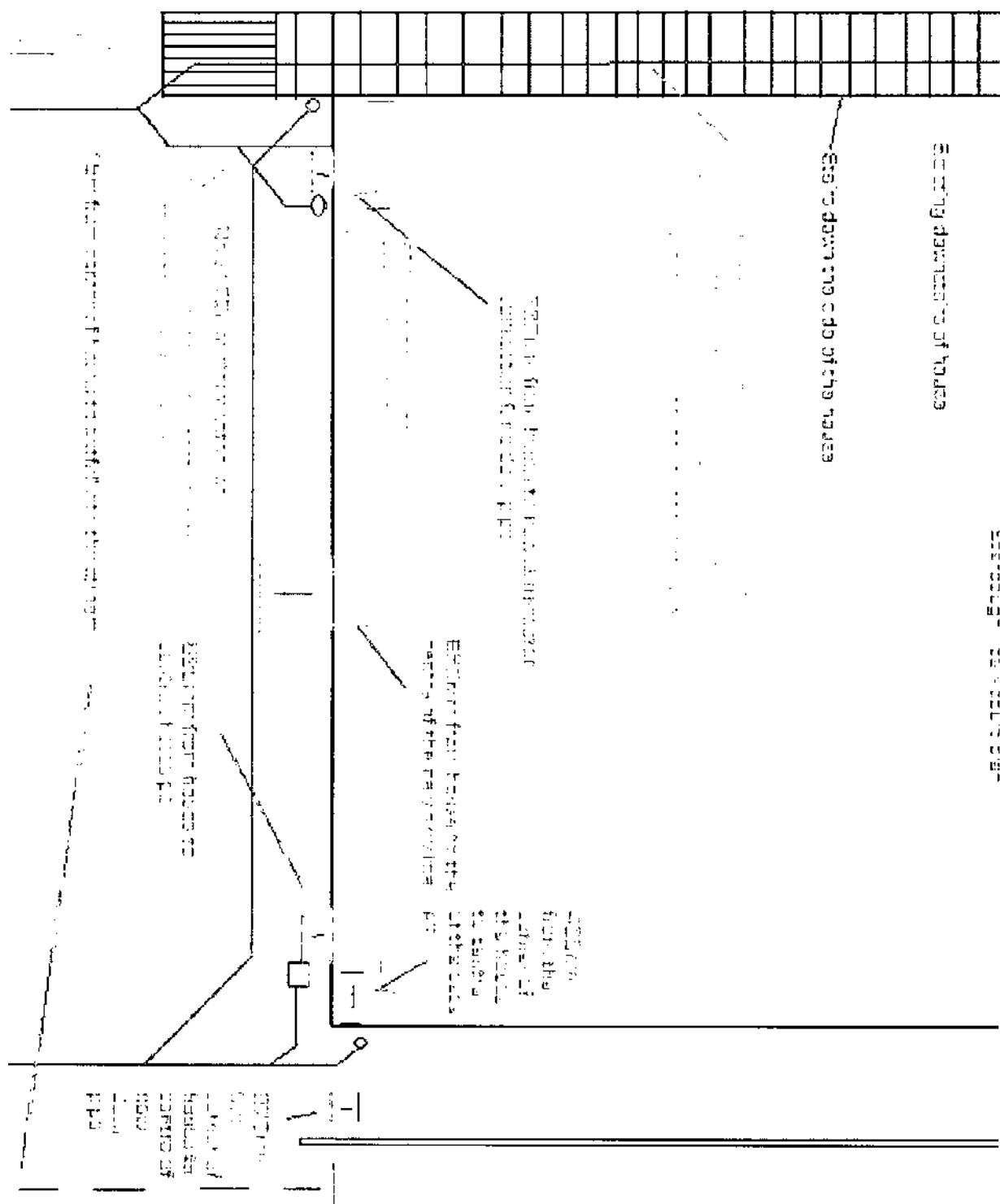
Site Address: 38 Scarborough Terrace Parnell Auckland 1052

Date Printed: 04/11/2016

Page: 1 of 3

Not to scale

Drainage
 Lower (Basement) Ground
 BLD 2066 / 21987 / 1
 38 Scarborough Terrace
 PARNELL
 (Brook Dales House)



PRIVATE DRAINAGE PLAN

Site Address: 38 Scarborough Terrace Parnell Auckland 1052

Date Printed: 04/11/2016

Page: 2 of 3

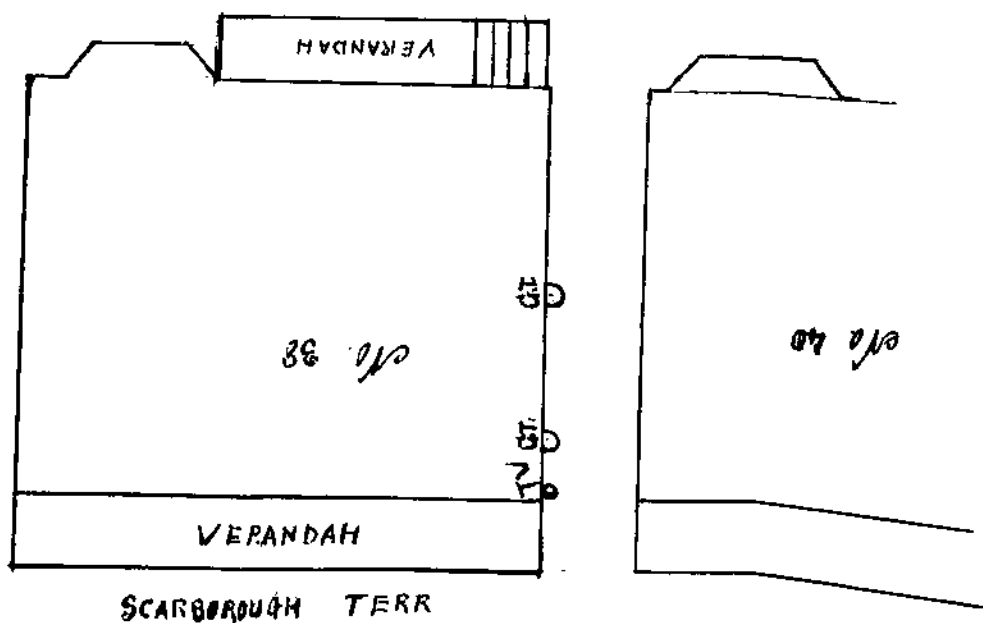
Not to scale

Note: This plan may contain errors or omissions. The information has been provided by contractors undertaking work for the property owner and exact locations have not been verified by Auckland Council. Please consult the relevant City Office if you have any queries regarding this plan.

139 Queen Street, AUCKLAND

PRINT BY

FAI



A3

PRIVATE DRAINAGE PLAN

Site Address: 38 Scarborough Terrace Parnell Auckland 1052

Date Printed: 04/11/2016

Page: 3 of 3

Not to scale

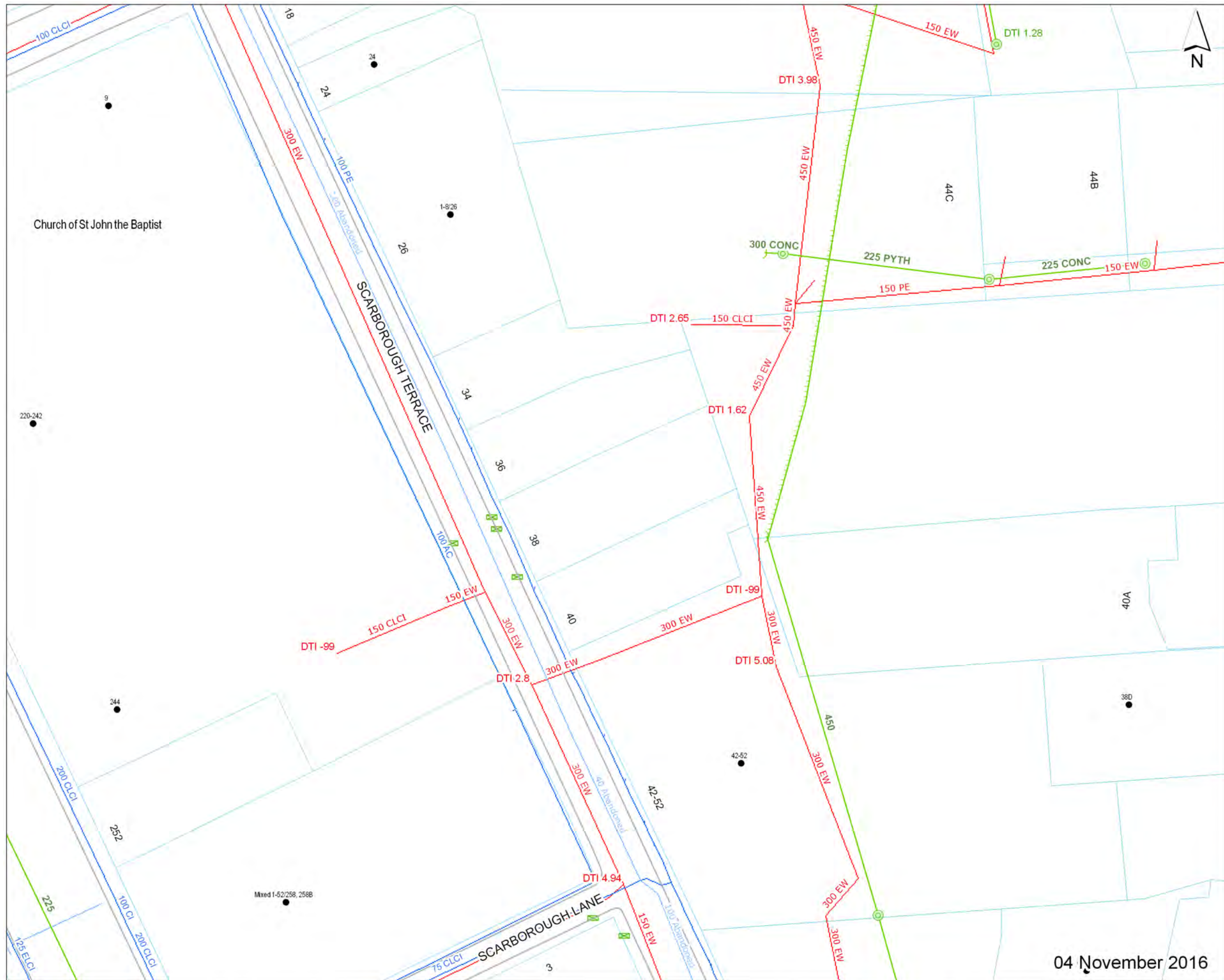


Note: This plan may contain errors or omissions. The information has been provided by contractors undertaking work for the property owner and exact locations have not been verified by Auckland Council. Please consult the relevant City Office if you have any queries regarding this plan.

Public Drainage and Water Services Map

DISCLAIMER:

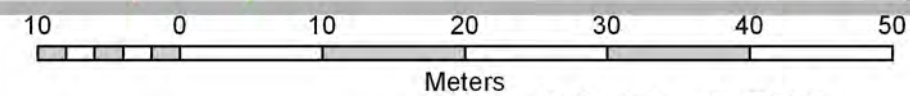
This Plan may contain errors or omissions or may not have the spatial accuracy required for some purposes, while providing an indication of the District Plan provisions in the area shown, it does not constitute the legal District Plan document. Please consult Council if you have any queries.



Legend

<ul style="list-style-type: none"> District Boundary 	<ul style="list-style-type: none"> Parcel Boundaries Rail Area
<p>Wastewater</p> <ul style="list-style-type: none"> W'sale Connections W'sale Built W'sale Out of Service W'sale Proposed W'sale Chamber Pumping Station Retail Pipe Connection Meter Air Vent Control Valve Gate Valve Reflex Valve Air Control Valve 	<ul style="list-style-type: none"> Air Valve Scour Valve Lamphole Online Valve Joint Manhole Nodal Change Horizontal Bend Vertical Bend Strainer Reducer Anti Vacuum Backflow Preventor Node
<p>Water</p> <ul style="list-style-type: none"> Cross Junction Horizontal Bend Vertical Bend Test Point WQ Test Point Pressure Water Pipe T Junction End Cap Node Nodal Change Hydrant Peat Valve Control Valve Butterfly Valve Ball Valve Sluice Valve Air Valve Non Return Valve 	<ul style="list-style-type: none"> Gate Valve Reflex Valve Hydrant Scour Hydrant Air Pump Reducer Access Hole Bolt Down Access Hole Weld Down Sample Point Joint Probe Flow Point Water Wholesale Meter Strainer Tap W'sale Treated Built W'sale Raw Built W'sale Proposed W'sale Out of Service W'sale Tunnel Reservoir Treatment Plant
<p>Stormwater Treatment Device</p> <ul style="list-style-type: none"> Public Private 	<p>Channel</p> <ul style="list-style-type: none"> Public Private
<p>Septic Tank</p> <ul style="list-style-type: none"> Public - Hi-Tech Private - Hi-Tech Public - Other Private - Other 	<p>Pump Station</p> <ul style="list-style-type: none"> Public Private
<p>Soakage System</p> <ul style="list-style-type: none"> Public Private 	<p>Planting</p> <ul style="list-style-type: none"> Public Private
<p>Manhole And Chamber</p> <ul style="list-style-type: none"> Public - Standard/Custom Private - Standard/Custom Public - Inspection Chamber Private - Inspection Chamber 	<p>Erosion And Flood Control</p> <ul style="list-style-type: none"> Public - Wall Structure Private - Wall Structure Public - Other Structure Private - Other Structure
<p>Inlet And Outlet</p> <ul style="list-style-type: none"> Public - No Structure Private - No Structure Public - Structure Private - Structure 	<p>Connection</p> <ul style="list-style-type: none"> Public Private
<p>Catchpit</p> <ul style="list-style-type: none"> Public Private 	<p>Overland Flowpath</p> <ul style="list-style-type: none"> Public Private
<p>Spillway</p> <ul style="list-style-type: none"> Public Private 	<p>Viewing Platform</p> <ul style="list-style-type: none"> Public Private
<p>Pipe</p> <ul style="list-style-type: none"> Public - Gravity Mains Private - Gravity Mains Public - Culvert/Tunnel Private - Culvert/Tunnel Public - Rising Main Private - Rising Main Public - Subsoil Drain Private - Subsoil Drain 	<p>Embankment</p> <ul style="list-style-type: none"> Public Private
<p>Fence</p> <ul style="list-style-type: none"> Public Private 	<p>Stormwater Treatment Facility</p> <ul style="list-style-type: none"> Public Private
<p>Watercourse</p> <ul style="list-style-type: none"> Public Private 	<p>Forebay</p> <ul style="list-style-type: none"> Public Private
<p>Abandoned Connection</p> <ul style="list-style-type: none"> Public 	<p>Bridge</p> <ul style="list-style-type: none"> Public Private
<p>Abandoned Pipe</p> <ul style="list-style-type: none"> Public - Gravity Mains Public - Culvert/Tunnel Public - Rising Main Public - Subsoil Drain 	<p>Safety Benching</p> <ul style="list-style-type: none"> Public Private

Site Address: 38 Scarborough Terrace Parnell Auckland 1052
 Legal Description: Lot 1 DP 17339 382m2
 Title Description: CT-403/160
 Date Printed: 04 November 2016 3:20 PM



04 November 2016

A3 @ 1:500

Property boundary positions derived from aerial photography

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

DISCLAIMER:

This Plan may contain errors or omissions or may not have the spatial accuracy required for some purposes. While providing an indication of the District Plan provisions in the area shown, it does not constitute the legal District Plan document. Please consult Council if you have any queries.

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






Legend

Isthmus Zoning Activities

Activity Zone

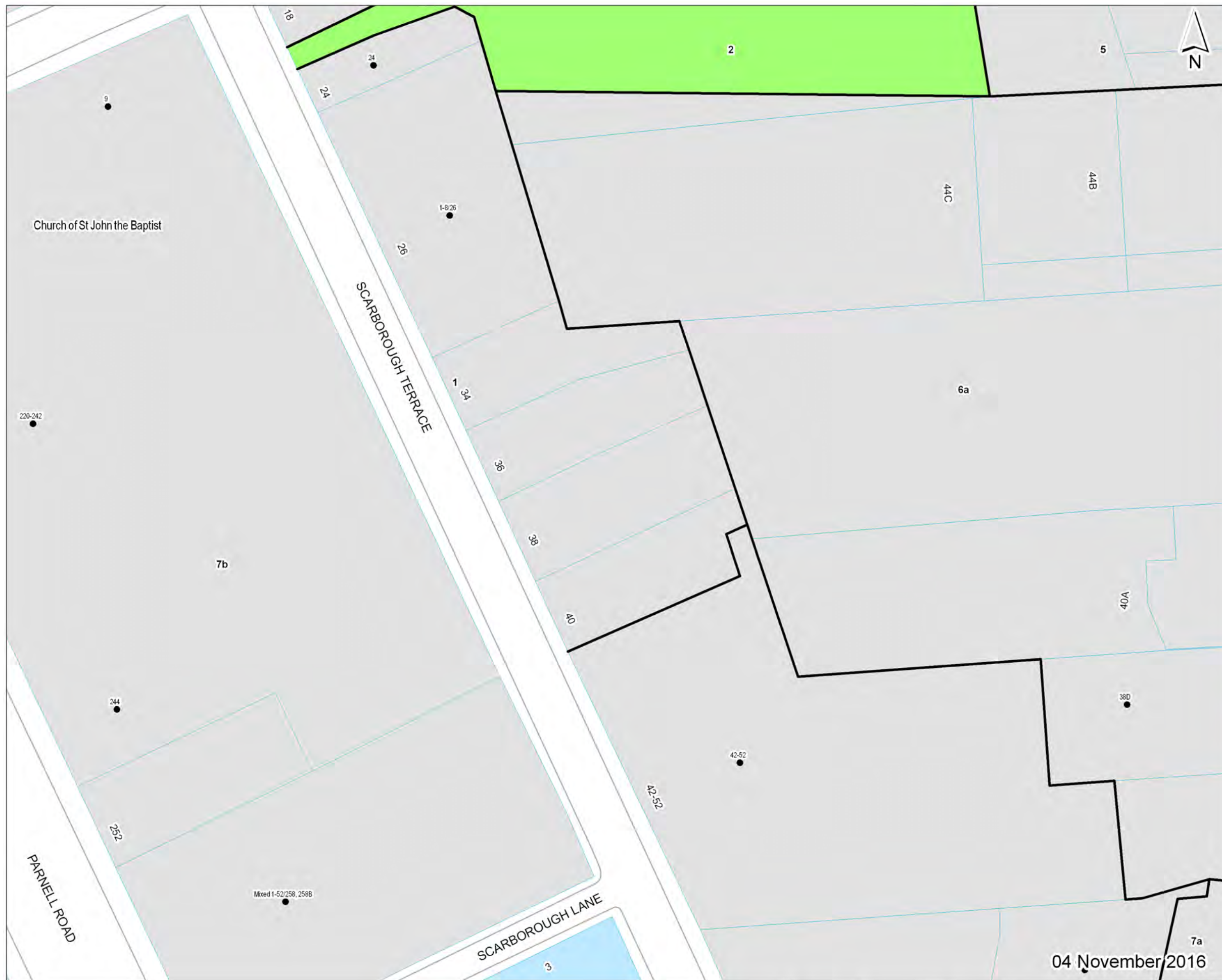
-  Residential
-  Business
-  Open Space
-  Special Purpose
-  Isthmus Zoning Boundary
-  Special Parking Zone locations

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

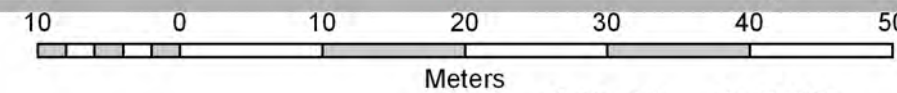
-  Notification
-  Lodgement
-  Submission
-  Appeals
-  Decisions

**District Plan Modification Area
Plan Change Process**

-  Notification
-  Lodgement
-  Submission
-  Appeals
-  Decisions



Site Address: 38 Scarborough Terrace Parnell Auckland 1052
 Legal Description: Lot 1 DP 17339 382m2
 Title Description: CT-403/160
 Date Printed: 04 November 2016 3:20 PM



A3 @ 1:500

Property boundary positions derived from aerial photography

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

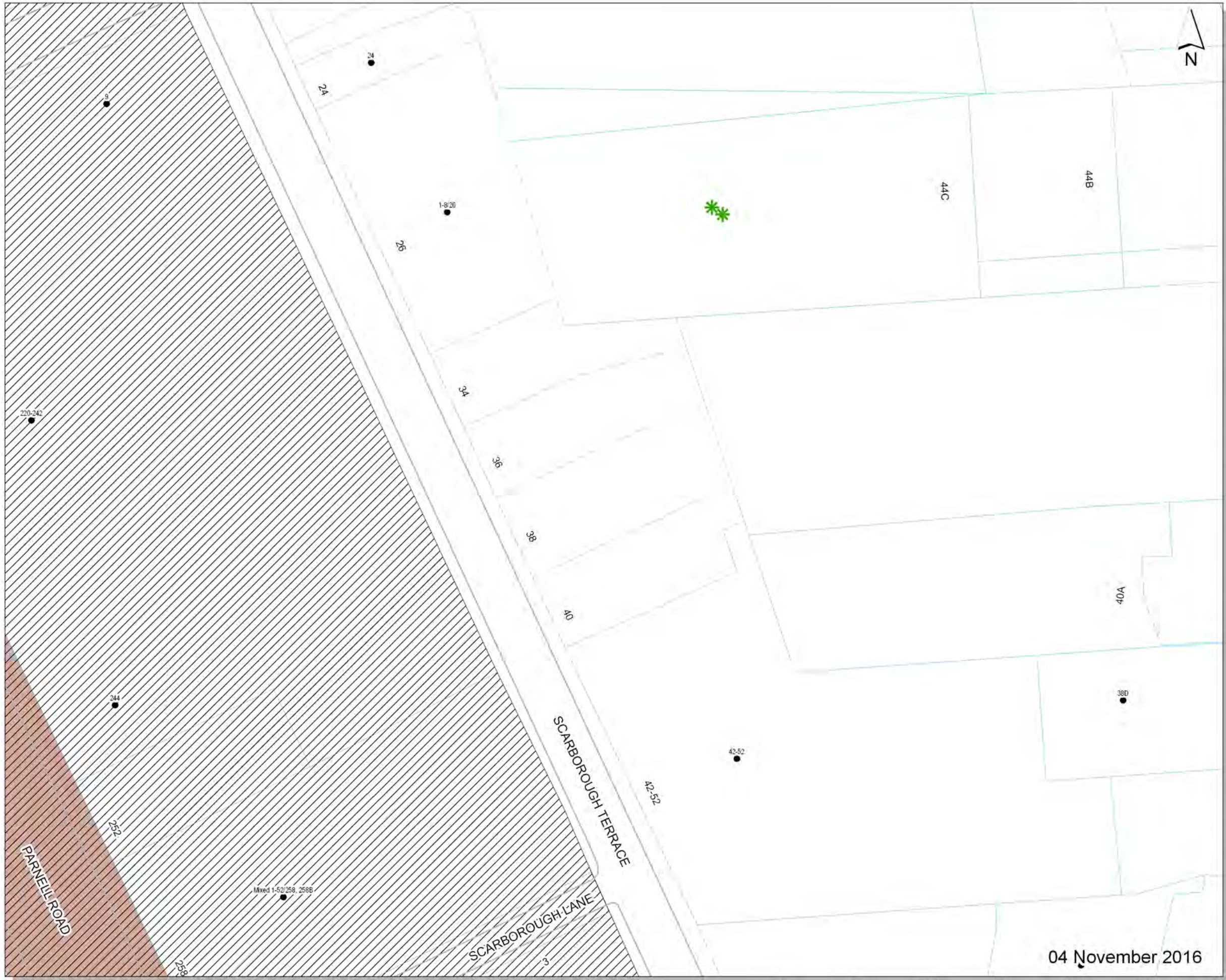
Site Development Controls

Class

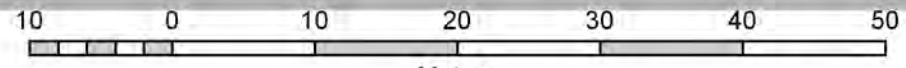
- Designated Works
- Additional Development Controls
- Former Landfill Areas

Road Designations

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



Site Address: 38 Scarborough Terrace Parnell Auckland 1052
 Legal Description: Lot 1 DP 17339 382m2
 Title Description: CT-403/160
 Date Printed: 04 November 2016 3:20 PM



A3 @ 1:500

Property boundary positions derived from aerial photography

04 November 2016

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



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Legend

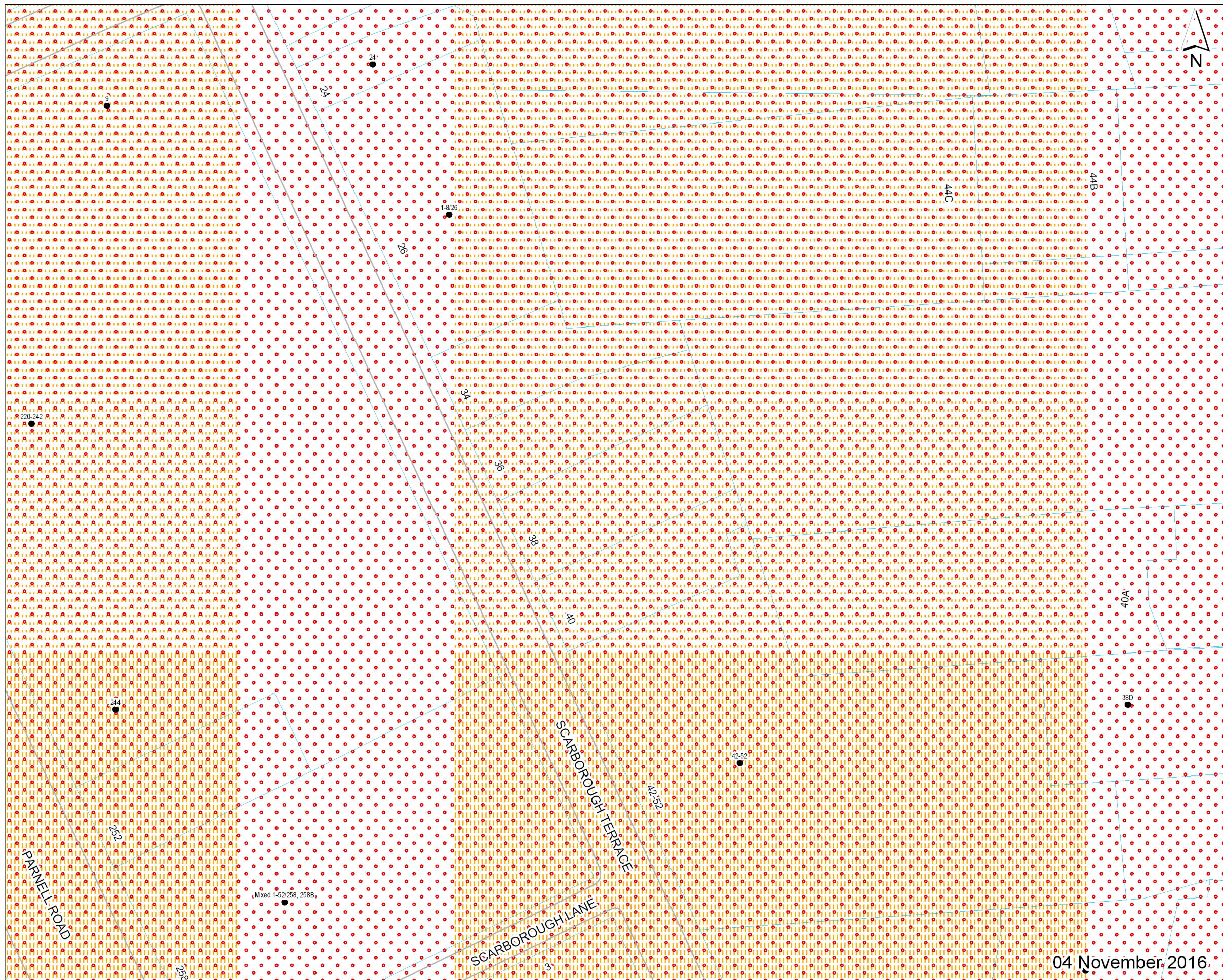
Other Addition Limitations

-  Airport Approach Slope Inner Edge
-  Coastal Management Areas

Special Height Controls

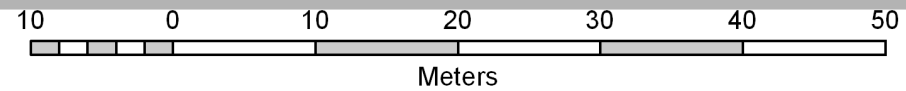
View Protections

-  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



04 November 2016

Site Address: 38 Scarborough Terrace Parnell Auckland 1052
 Legal Description: Lot 1 DP 17339 382m2
 Title Description: CT-403/160
 Date Printed: 04 November 2016 3:20 PM



A3 @ 1:500

Property boundary positions derived from aerial photography

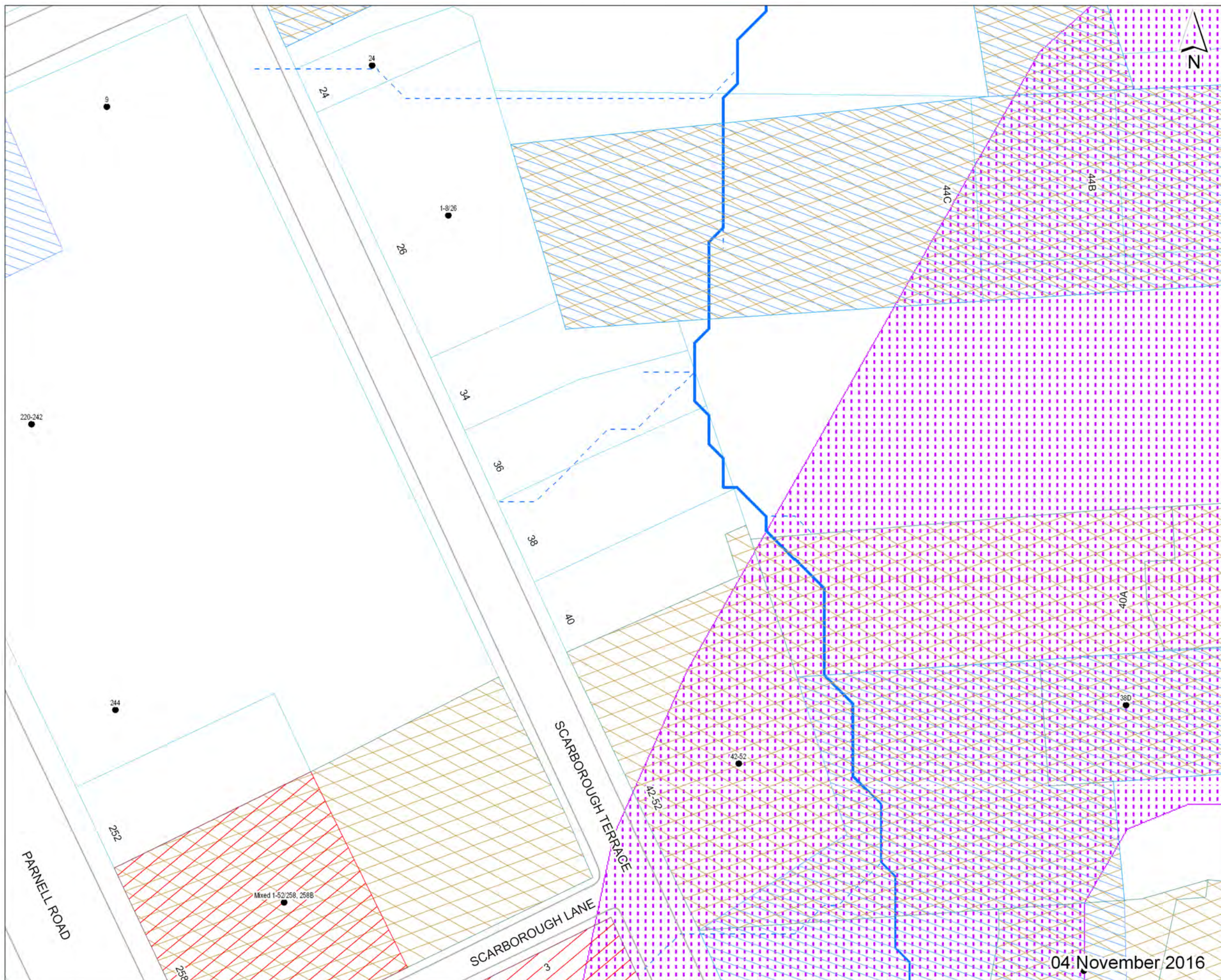
Special Land Features

DISCLAIMER:

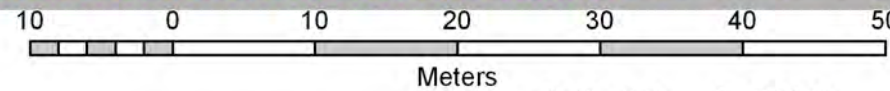
This Plan may contain errors or omissions or may not have the spatial accuracy required for some purposes. While providing an indication of the District Plan provisions in the area shown, it does not constitute the legal District Plan document. Please consult Council if you have any queries.

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



Site Address: 38 Scarborough Terrace Parnell Auckland 1052
 Legal Description: Lot 1 DP 17339 382m²
 Title Description: CT-403/160
 Date Printed: 04 November 2016 3:20 PM



A3 @ 1:500

Property boundary positions derived from aerial photography

04 November 2016

Auckland Unitary Plan Decision version (19th August 2016) Property Summary Report

Address

38 Scarborough Terrace Parnell Auckland 1052

Legal Description

Lot 1 DP 17339 382m2

Appeals

Modifications

Zones

Residential - Single House Zone

Precinct

Controls

Controls: Macroinvertebrate Community Index [rcp/dp] - Native

Controls: Macroinvertebrate Community Index [rcp/dp] - Urban

Overlays

Built Heritage and Character: Auckland War Memorial Museum Viewshaft Overlay

Built Heritage and Character: Special Character Areas Overlay Residential and Business - Residential Isthmus A

Natural Heritage: Regionally Significant Volcanic Viewshafts And Height Sensitive Areas Overlay [rcp/dp] - E8 - Mount Eden - Viewshafts

Natural Heritage: Regionally Significant Volcanic Viewshafts And Height Sensitive Areas Overlay [rcp/dp] - T1 - Rangitoto Island - Viewshafts

Natural Heritage: Regionally Significant Volcanic Viewshafts Overlay Contours [i]

Designations

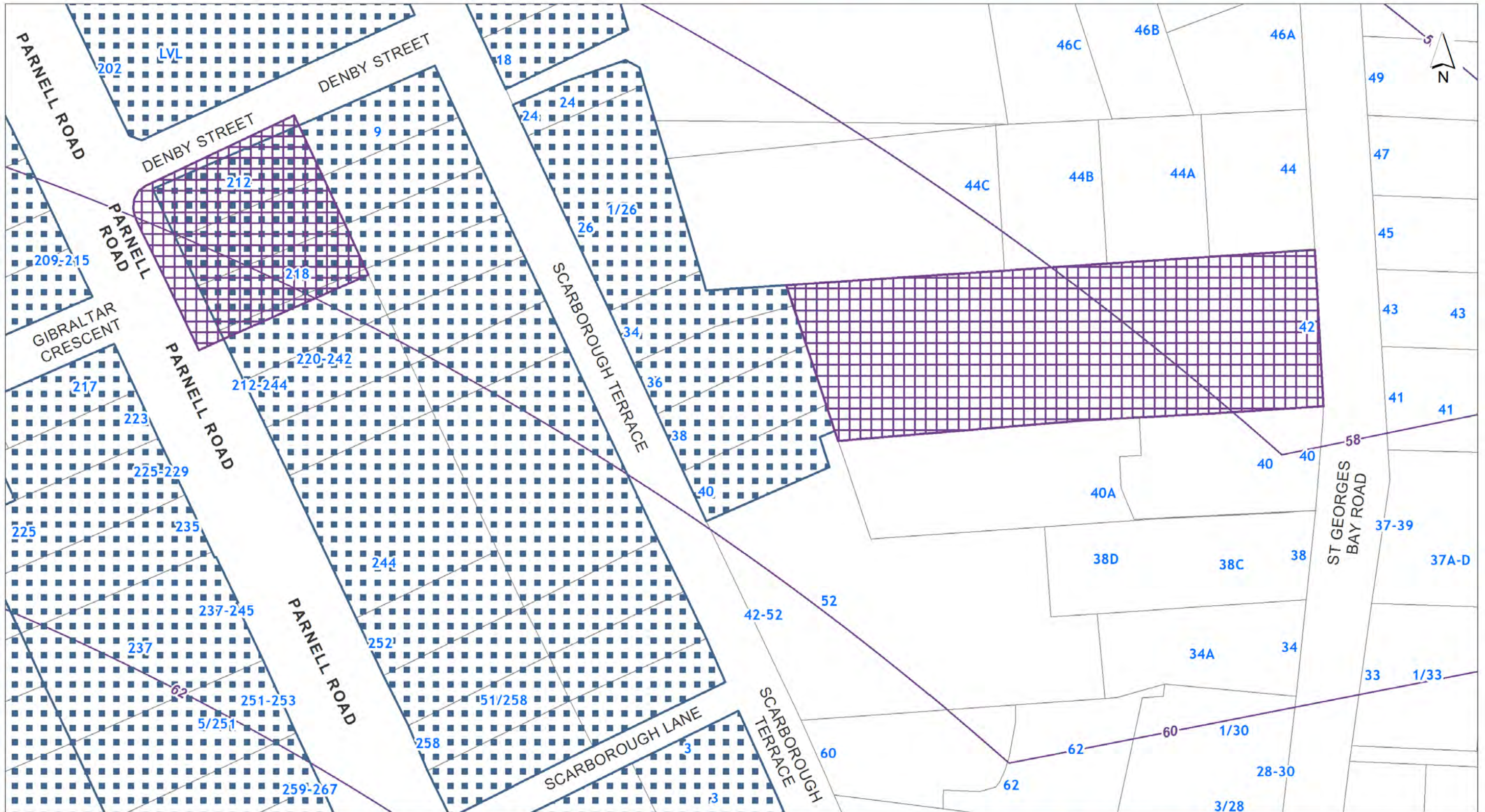


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Decisions version Built Environment

0 7 14 21
Meters
Scale @ A4
= 1:1,000
Date Printed:
4/11/2016





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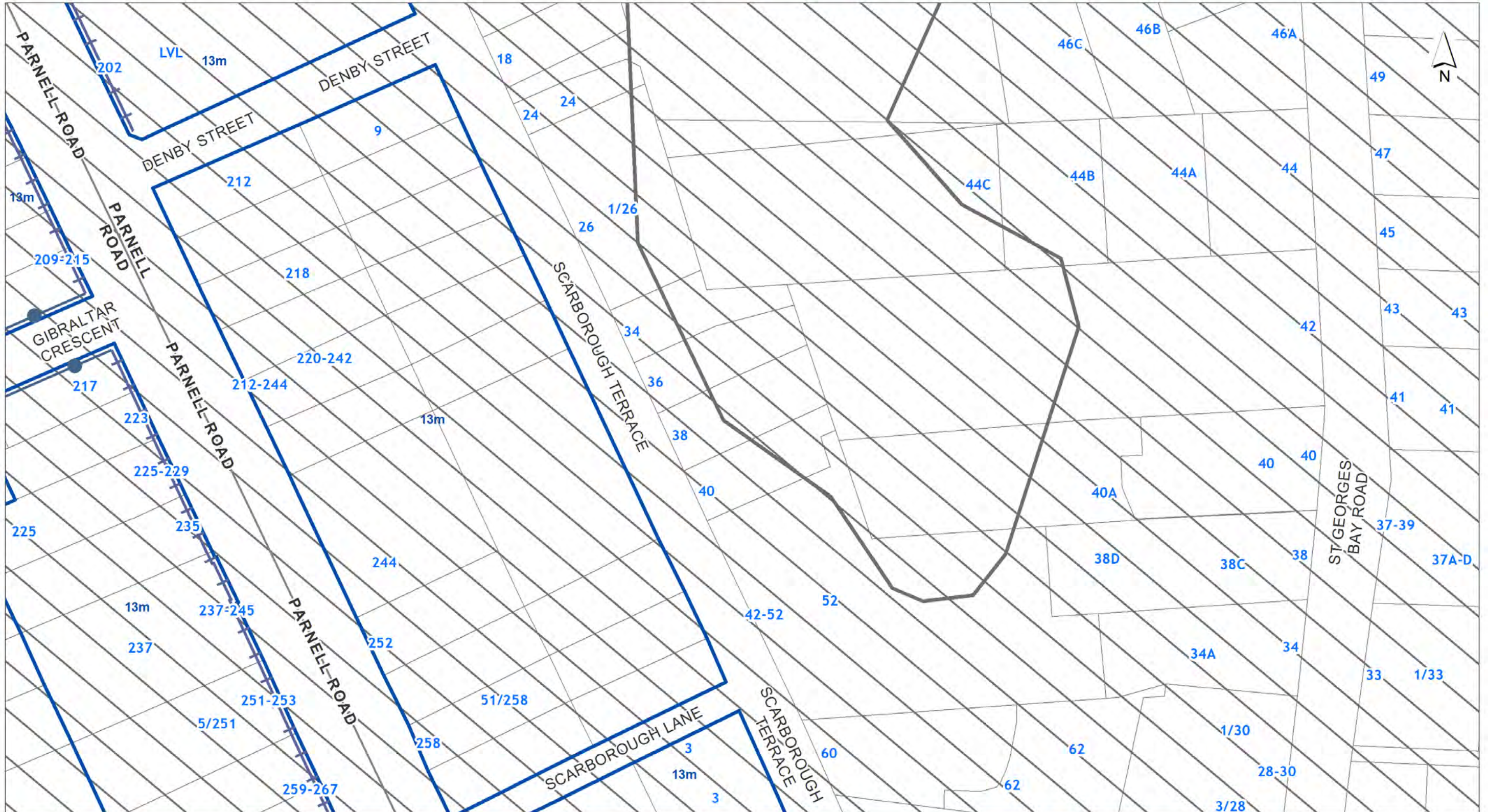
Decisions version Built Heritage and Character



Scale @ A4
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Date Printed:
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Decisions version Controls

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Decisions version Designations

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Decisions version Infrastructure

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Meters
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Date Printed:
4/11/2016



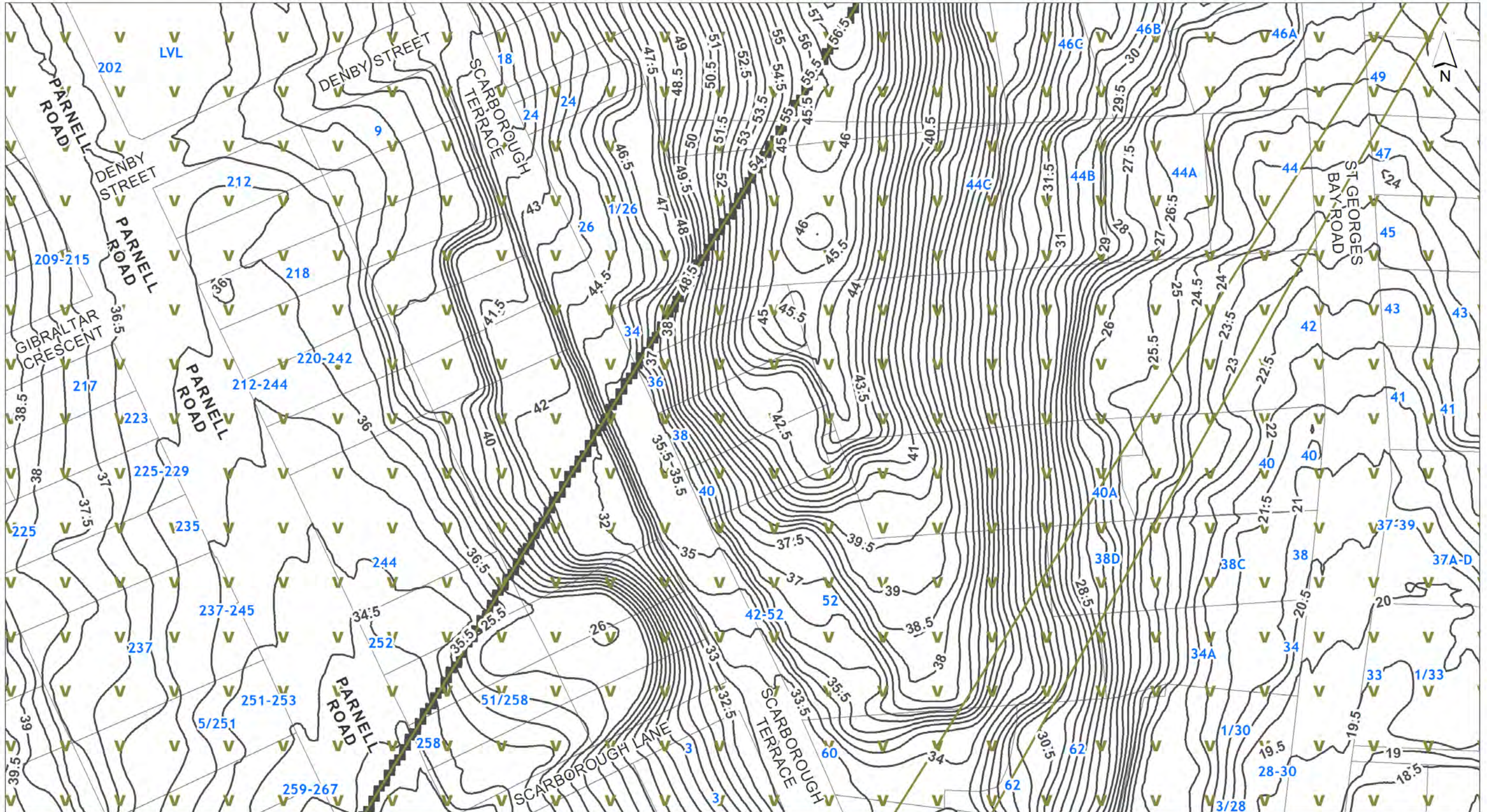


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Decisions version Mana Whenua

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Meters
Scale @ A4
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Decisions version Natural Heritage

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Meters
Scale @ A4 = 1:1,000
Date Printed: 4/11/2016





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Decisions version Natural Resources

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Meters
Scale @ A4
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Date Printed:
4/11/2016



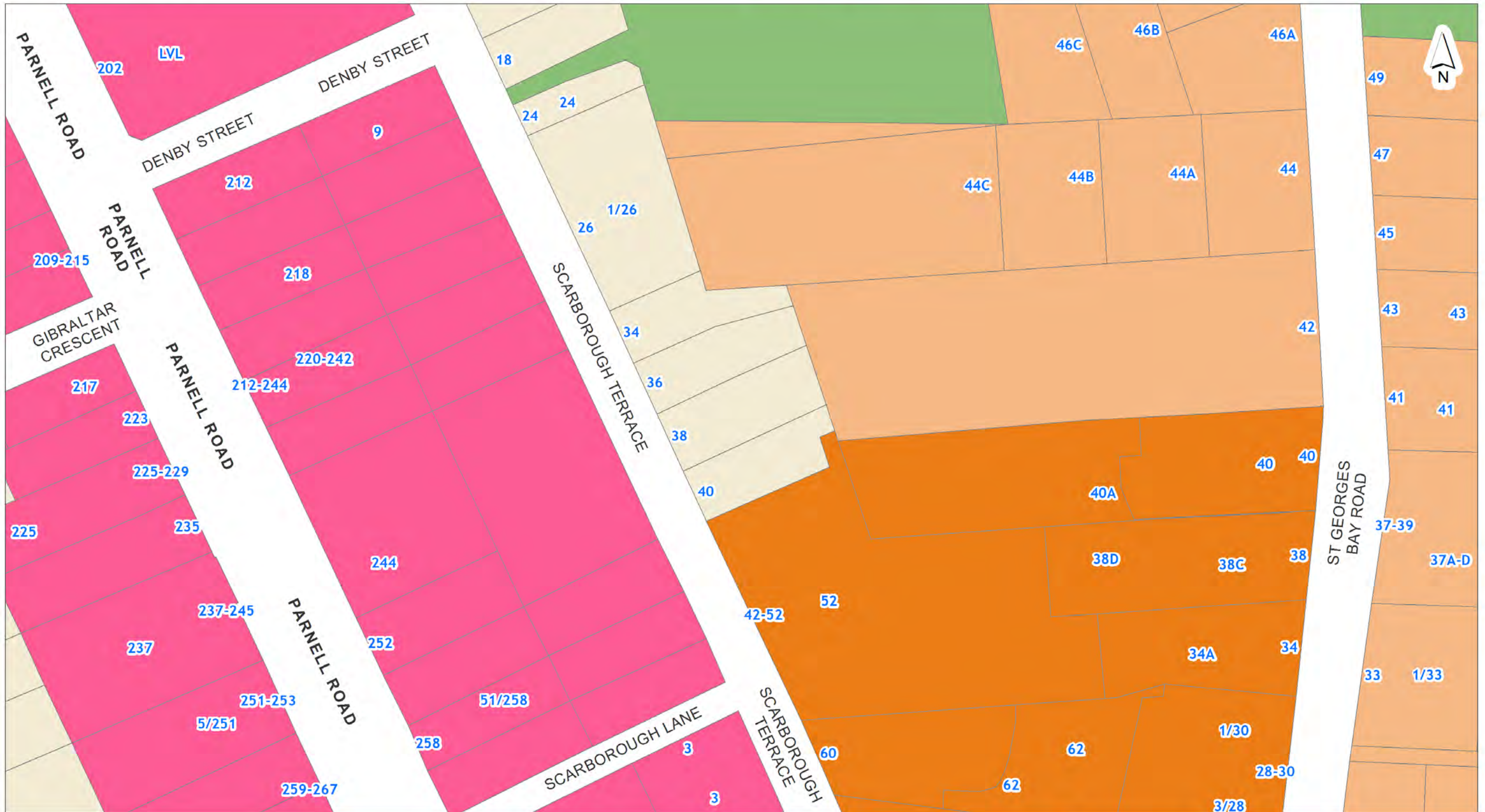


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Decisions version Precincts

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Date Printed:
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Decisions version Zones and Rural Urban Boundary

0 7 14 21
 Meters
 Scale @ A4 = 1:1,000
 Date Printed: 4/11/2016





9 November 2016

To whom it may concern,

Rental Appraisal – 38 Scarborough Terrace Parnell.

Thank you for the opportunity to appraise 38 Scarborough Terrace – A lovely five-bedroom Villa located in central Parnell. Approximate floor area: 195m².

Features include:

- Five double bedrooms.
- Four of the bedrooms are located on the first level.
- Master bedroom has an ensuite.
- One family bathroom.
- On the second level is an open plan modern kitchen/dining and living area, this opens out to a large cover deck.
- Separate formal lounge.
- Separate informal lounge.
- On the ground level is the fifth bedroom, bathroom and the third living area this flows out to a large flat lawn.

The property is situated in the heart of Parnell; the home is zoned for Auckland Grammar and Parnell School. It is a 2min walk to the trendy Parnell shops, cafes and restaurants and a short drive to Remuera and New Newmarket shops. The property is close motor way on and off ramps.

Based on the current, local market rents in this area, I feel this property would rent for between \$1450 and \$1550 per week.

Should you have any queries regarding this appraisal please do not hesitate to contact me.

Kind Regards,

Alicia Charteris-Harrison
021 444 393

LPMNZ Winner - [2014 Property Manager of the Year](#)
LPMNZ Winner - [2014 Best Property Management Website](#)

NB: This rental appraisal does not purport to be a registered valuation and it should be noted that rental values might change as market conditions fluctuate. This assessment is for today's market, but may alter during peak and non-peak seasons. This appraisal is valid for 30 days from today's date.





Best Practice Guide

Auction

DISCLAIMER: The information contained in this document is not intended to form professional legal advice or legal opinion on any particular matter.

1. General

- 1.1 When conducting the sale of a property by auction, members shall not engage in any conduct which is misleading or deceptive or is likely to mislead or deceive. This principle applies to conduct prior to, at and after the auction.
- 1.2 Nothing in this Guide limits or diminishes members' obligations to report suspected misconduct or unsatisfactory conduct of a licensee to the Real Estate Agents Authority as required under the Real Estate Agents Act 2008 and/or its regulations.

2. Before the Auction

- 2.1 Members shall not advertise a property as being for sale by auction unless there is intended to be an auction and unless a written auction authority form has been duly executed by or on behalf of the seller.
- 2.2 Members shall provide a copy of this Best Practice Guide to prospective sellers prior to having them sign the auction authority.
- 2.3 Sellers must sign an acknowledgment of acceptance of the terms of this Guide, which shall form part of the auction authority.
- 2.4 Prior to the auction, the member shall make available for inspection the terms and conditions under which the sale of the property by auction will be undertaken.
- 2.5 If applicable, the member shall specify in such terms and conditions of sale that the seller reserves the right to bid either personally or through an agent.
- 2.6 The member shall make this Guide available for inspection prior to the auction.
- 2.7 Members must make reasonable endeavours to inform all interested parties if a property is to be withdrawn from auction or is to be sold prior to auction.

3. At the Auction

- 3.1 The auctioneer shall conduct the auction at all times with integrity and in compliance with the law of New Zealand and this Guide.
- 3.2 The terms and conditions of sale shall be on display and available for inspection, together with this Guide, at the auction. Any portion of the terms and conditions of sale relating to the description of the property will be read aloud by the auctioneer at the commencement of the auction of that property.
- 3.3 Before commencement of the bidding for a property, the auctioneer shall announce whether the seller has set a reserve price. The reserve price, if any, shall not be disclosed to bidders.
- 3.4 Before commencement of the bidding for a property, the auctioneer shall announce whether the seller has reserved the right to bid one or more times at any level below the reserve price at the auction and, if so:
 - (a) Whether the member has been appointed to bid on behalf of the seller and, in such case, that all bids made on behalf of the seller will be made and declared by the auctioneer; or
 - (b) Whether the seller or some other person will be bidding on behalf of the seller and shall identify that person in which case any bid made by that person shall be declared by the auctioneer.

Neither the member nor any salesperson engaged by the member shall make or assist any other person to make any bid on behalf of the seller in contravention of any announcement by the auctioneer pursuant to this clause. The member, or any salesperson engaged by the member, shall immediately advise the auctioneer of any bid which they believe to be made in contravention of this clause.

- 3.5 Where the seller does not provide the auctioneer with a written reserve prior to the auction, the auctioneer shall announce that the property is to be sold without reserve and no bid shall be made by or on behalf of the seller at the auction.
- 3.6 In making a bid on behalf of the seller at the auction, the auctioneer shall exercise his/her independent judgement.
- 3.7 Where in advance of the auction, any contractor/employee of the member or the auctioneer has been requested to bid for a prospective buyer, whether that buyer is present or absent, the auctioneer will announce that fact and identify those contractors/employees who will be so bidding.
- 3.8 The auctioneer shall ensure that the amount of any bid is clearly stated.
- 3.9 The auctioneer may refuse any bid.
- 3.10 The auctioneer shall resolve any disputed bid in accordance with the terms and conditions of sale governing the auction. If such terms and conditions do not specify how disputed bids are to be resolved, then the auctioneer shall resolve any disputed bid in accordance with the Particulars and Conditions of Sale by Auction 4th Edition (or any document approved by the REINZ in substitution thereof).
- 3.11 Under no circumstances will a bid by or on behalf of the seller be exercised by the auctioneer at or in excess of the seller's reserve price.
- 3.12 The auctioneer will always clearly announce if the property is about to be sold under the hammer.
- 3.13 Subject to the reserve price being reached, the highest bidder shall be the buyer.
- 3.14 If the seller so instructs, the auctioneer will announce during the course of the auction that in the event of the property being passed in the highest bidder will have the first right of purchase of the property at the seller's reserve price.

4. After the Auction

- 4.1 If a property is passed in at auction, no post auction advertising for the property shall make any reference to any seller bid made for the property at the auction.

Residential Sales Listing
 Period: Last6Months (01/05/2016 - 31/10/2016)
 Price: \$1,800,000 to \$999,999,999
 District: Auckland
 Tla(s): Auckland City
 Suburb(s): Parnell
 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
	26	Windsor St	Parnell		\$1,815,000	A - Auction	22/07/2016	30/09/2016	17/08/2016	Freehold	3		212	\$960,000	1/2014	No	Townhouse
	16	Ayr St	Parnell		\$1,850,000	A - Auction	16/03/2016	31/05/2016	20/04/2016	Freehold	4	626	120	\$1,070,000	1/2014	Yes	Residence
	9	Gibraltar Cres	Parnell		\$1,850,000	P - Private Treaty(Neg.)	8/03/2016	31/05/2016	23/04/2016	Freehold	4	285	228	\$1,450,000	1/2014	Yes	Residence
	27	Bradford St	Parnell		\$1,971,000	A - Auction	19/09/2016	17/10/2016	16/10/2016	Unknown	4	243	119	\$1,400,000	7/2000	No	Residence
	9	Laurie Ave	Parnell	\$2,265,000	\$2,050,000	P - Private Treaty(Neg.)	21/03/2016	2/06/2016	19/05/2016	Unknown	4	556	272	\$1,670,000	7/2000	No	Residence
	481	Parnell Rd	Parnell		\$2,100,000	P - Private Treaty(Neg.)	19/07/2016	30/09/2016	5/09/2016	Unknown	5	323	163	\$1,380,000	1/2014	No	Residence
	107	Brighton Rd	Parnell		\$2,150,000	A - Auction	28/07/2016	16/09/2016	15/09/2016	Unknown	5		214	\$1,480,000		No	Residence
	39	Ayr St	Parnell		\$2,160,000	P - Private Treaty(Neg.)	9/05/2016	26/05/2016	26/05/2016	UnitTitle	3		212			No	Townhouse
	52	Scarborough Tce	Parnell		\$2,200,000	P - Private Treaty(Neg.)	7/03/2016	16/06/2016	16/06/2016	UnitTitle	3		155			No	Townhouse
	14	Avon St	Parnell		\$2,350,000	A - Auction	14/04/2016	19/05/2016	19/05/2016	Freehold	3	304	153	\$1,520,000	7/2000	No	Residence
	1A	Claybrook Rd	Parnell		\$2,410,000	A - Auction	3/08/2016	8/09/2016	7/09/2016	Unknown	4		222	\$1,740,000	1/2014	No	Residence
	10B	Taurarua Tce	Parnell		\$2,525,000	A - Auction	9/06/2016	31/07/2016	6/07/2016	Freehold	7	1,199				Yes	Residence
	8	Gladstone Rd	Parnell		\$2,700,000	P - Private Treaty(Neg.)	2/09/2016	6/09/2016	6/09/2016	Freehold	3	1,161	220	\$2,300,000	7/2000	No	Residence
	3 & 5	Heather St	Parnell		\$3,175,000	A - Auction	30/05/2016	27/06/2016	27/06/2016	Strata	6	551				No	Residence
	61	Brighton Rd	Parnell		\$3,310,000	A - Auction	6/04/2016	31/05/2016	12/05/2016	Freehold	4	960	302	\$2,750,000	1/2014	Yes	Residence
3C	154	Saint Stephens Ave	Parnell		\$3,500,000	P - Private Treaty(Neg.)	19/05/2016	29/06/2016	25/06/2016	Strata	3					No	Apartment
	44	Glanville Tce	Parnell		\$3,700,000	P - Private Treaty(Neg.)	30/09/2016	30/09/2016	30/09/2016	Freehold	4	642	318	\$2,850,000	7/2000	No	Residence
	20	Awatea Rd	Parnell		\$3,750,000	P - Private Treaty(Neg.)		18/03/2016	18/03/2016	Freehold	6	1,398	362	\$3,000,000	7/2000	No	Residence
	5	Bradford St	Parnell		\$3,950,000	P - Private Treaty(Neg.)		3/10/2016	27/09/2016	Freehold	4	741	200	\$2,850,000	7/2000	No	Residence
	28	York St	Parnell		\$4,850,000	P - Private Treaty(Neg.)	27/01/2016	30/06/2016	7/06/2016	Strata	3	1,904	1,118	\$4,000,000	7/2000	No	Apartment



REAL ESTATE INSTITUTE OF NEW ZEALAND

Residential Sales Listing
 Period: Last6Months (01/05/2016 - 31/10/2016)
 Price: \$1,800,000 to \$999,999,999
 District: Auckland
 Tla(s): Auckland City
 Suburb(s): Parnell
 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
4A	10	Judge St	Parnell		\$5,000,000	P - Private Treaty(Neg.)	15/01/2015	31/10/2016	25/10/2016	Freehold	4	715	460	\$5,900,000	7/2000	No	Residence
	16	Burrows Ave	Parnell		\$5,700,000	A - Auction	12/09/2016	26/10/2016	20/10/2016	Freehold	4	767	323	\$4,900,000	7/2000	No	Residence
	133	Saint Stephens Ave	Parnell		\$5,800,000	A - Auction	22/06/2016	30/09/2016	17/08/2016	Freehold	3		444	\$5,400,000	1/2014	No	Townhouse
	7	Judge St	Parnell		\$6,250,000	P - Private Treaty(Neg.)		16/06/2016	16/06/2016	Freehold	3	1,825	397	\$6,250,000	7/2000	No	Residence
	154	Saint Stephens Ave	Parnell		\$8,000,000	P - Private Treaty(Neg.)		21/03/2016	14/03/2016	Freehold	3					No	Residence
	7	Judges Bay Rd	Parnell		\$9,000,000	P - Private Treaty(Neg.)		16/03/2016	2/03/2016	Freehold	3	1,803	594	\$7,600,000	7/2000	No	Residence



REAL ESTATE INSTITUTE OF NEW ZEALAND

Residential Sales Listing

Period: Last12Months (01/11/2015 - 31/10/2016)

Price: \$1,800,000 to \$999,999,999

District: Auckland

Tla(s): Auckland City

Suburb(s): Parnell

Street(s): alberon,Avon,Bath,Birdwood,Bradford,Cheshire,Churton,Claybrook,Cleveland,Earle,Falcon,Gibraltar,Gladstone,Heather,Ruskin,Saint Georges Bay,Scarborough,Staffa,Stanwell,Stratford

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
	46	Gladstone Rd	Parnell		\$1,800,000	A - Auction	16/10/2015	19/11/2015	16/11/2015	Unknown	3	298	185	\$1,340,000	7/2014	No	Residence
	9	Gibraltar Cres	Parnell		\$1,850,000	P - Private Treaty(Neg.)	8/03/2016	31/05/2016	23/04/2016	Freehold	4	285	228	\$1,450,000	1/2014	Yes	Residence
	5C	Churton St	Parnell		\$1,900,000	A - Auction	22/03/2016	27/04/2016	21/04/2016	Crosslease	3		175	\$1,400,000		No	Residence
	27	Bradford St	Parnell		\$1,971,000	A - Auction	19/09/2016	17/10/2016	16/10/2016	Unknown	4	243	119	\$1,400,000	7/2000	No	Residence
	20	Stratford St	Parnell		\$2,210,000	T - Tender		3/11/2015	3/11/2015	Freehold	5	701	422	\$2,650,000	7/2014	No	Residence
	14	Avon St	Parnell		\$2,350,000	A - Auction	14/04/2016	19/05/2016	19/05/2016	Freehold	3	304	153	\$1,520,000	7/2000	No	Residence
	1A	Claybrook Rd	Parnell		\$2,410,000	A - Auction	3/08/2016	8/09/2016	7/09/2016	Unknown	4		222	\$1,740,000	1/2014	No	Residence
	8	Gladstone Rd	Parnell		\$2,700,000	P - Private Treaty(Neg.)	2/09/2016	6/09/2016	6/09/2016	Freehold	3	1,161	220	\$2,300,000	7/2000	No	Residence
	4	Staffa St	Parnell		\$2,745,000	P - Private Treaty(Neg.)	12/08/2015	3/11/2015	30/10/2015	Freehold	4	304	198	\$1,380,000	7/2014	No	Residence
	5	Bradford St	Parnell		\$3,950,000	P - Private Treaty(Neg.)		3/10/2016	27/09/2016	Freehold	4	741	200	\$2,850,000	7/2000	No	Residence

Survey Report

This report provides summary information on the survey carried out to define a property.

Survey Details

Land District	Plan Reference	Dataset Type	Data Source
NA	DP 17339	Unknown	Converted from DCDB

Survey Date(s)

Plan Reference	Survey Date
DP 17339	01 Nov 1923

Plan (DP 17339)

Land District	Plan Reference	Plan Type	Approved	Deposited
NA	DP 17339	SUBDIVISION	18 Feb 1924	25 May 1924

Description

SBDN OF PT OF ALLOTS 74 & 75 SEC 1 SBRS OF AUCKLAND

Parcel(s)

Parcel Type	Parcel Value	Index Type	Number Name	Area
LOT	1	DEPOSITED PLAN	17339	383 m ²
LOT	2	DEPOSITED PLAN	17339	312 m ²

Underlying Title(s)

120/165

Survey District

Block	Name
VIII	RANGITOTO

Currency of Data

Survey and Title Data: 05 October 2016

CoreLogic Address Data: 04 November 2016

Building Consents Report

This report lists submitted building consents for a property. Please note that there can be a delay between the actual consent and it being reported, usually 3 to 4 weeks, and not every consent is reported.

Property Details

Document Type:	Certificate of Title	Reference:	NA403/160
Date Issued:	20 Nov 1924	Land District:	North Auckland
Land Area:	382 m ²	Status:	Live

Legal Description	Estate	Parcel Share
LOT 1 DP 17339	Fee Simple	1/1

Consents Issued

Date Issued	Value	Work Type	Sector	Reference	Description
01 May 2008	\$55,800	Adds/Alts	Residential	BLD20062198702	Amendment - New Deck With Living Beam With Internal Adds & Alts
01 Oct 2006	\$100,000	Adds/Alts	Accommodation	BLD20062198701	Renovate The Interior, Removal Of Internal Walls, New Starwell, New Deck, New Bifold Doors, All Work Except New Deck To Be Within Existing Bldg Envelope

Currency of Data

Survey and Title Data: 05 October 2016
CoreLogic Address Data: 04 November 2016
Building Consents Data: 22 January 2016

Schools and schools zones relating to a property

The School Report provides detailed information on school zones, from Early Childhood Education through to Tertiary Institutions.

Zoned Schools for this Property

Primary / Intermediate Schools

PARNELL SCHOOL 0.5 km

Secondary Schools

AUCKLAND GRAMMAR 1.9 km

EPSOM GIRLS' GRAMMAR SCHOOL 2.4 km

Early Childhood Education

Bear Park Infant And Toddler Centre

79 St Georges Bay Road
Parnell
Auckland
Ph. 09-3793830

Distance: 0.2 km
20 Hours Free: Yes
Type: Education & Care Service
Authority: Privately Owned

Gladstone Park Early Childhood Centre

27 Balfour Road
Parnell
Auckland
Ph. 09-3771150

Distance: 0.6 km
20 Hours Free: Yes
Type: Education & Care Service
Authority: Community Based

Parnell Early Childhood Centre

27 Glanville Tce
Parnell
Auckland
Ph. 09-3757180

Distance: 0.7 km
20 Hours Free: Yes
Type: Education & Care Service
Authority: Community Based

Parnell Kindergarten

12 Alberon Place
Parnell
Auckland
Ph. 09-3773071

Distance: 0.3 km
20 Hours Free: Yes
Type: Free Kindergarten
Authority: Community Based

Youngstars Preschool & Childcare Centre

26 Longburn Road
Henderson
Auckland
Ph. 09-8362788

Distance: 0.5 km
20 Hours Free: Yes
Type: Education & Care Service
Authority: Community Based

Primary / Intermediate Schools

KADIMAH SCHOOL

108 Greys Avenue
Newton
Auckland
Ph. 09 373 3072

Distance: 1.9 km
Decile: 8
Age Range: Full Primary
Authority: State: Integrated
Gender: Co-Educational
School Roll: 135
Zoning: No Zone

NEWMARKET SCHOOL

7 Gillies Avenue
Newmarket
Auckland
Ph. 09 520 2959

Distance: 1.8 km
Decile: 7
Age Range: Contributing
Authority: State
Gender: Co-Educational
School Roll: 223
Zoning: Out of Zone

PARNELL SCHOOL

St Stephens Avenue
Parnell
Auckland

Distance: 0.5 km
Decile: 9
Age Range: Full Primary

Ph. 09 379 3008

Authority: State
Gender: Co-Educational
School Roll: 413
Zoning: In Zone

ST MICHAEL'S SCHOOL (REMUERA)

6 Beatrice Road
Remuera
Auckland
Ph. 09 520 0933

Distance: 2.0 km
Decile: 10
Age Range: Contributing
Authority: State Integrated
Gender: Co-Educational
School Roll: 259
Zoning: No Zone

VICTORIA AVENUE SCHOOL

282 Victoria Avenue
Remuera
Auckland
Ph. 09 520 0602

Distance: 1.9 km
Decile: 10
Age Range: Contributing
Authority: State
Gender: Co-Educational
School Roll: 486
Zoning: Out of Zone

Secondary Schools

ACG NEW ZEALAND INTERNATIONAL COLLEGE

Rutland Street
Auckland CBD
Auckland
Ph. 09 308 1650

Distance: 1.5 km
Decile: 7
Age Range: Year 9-15
Authority: Private
Gender: Co-Educational
School Roll: 311
Zoning: No Zone

ACG PARNELL COLLEGE

39 George Street
Parnell
Auckland
Ph. 09 308 1666

Distance: 0.9 km
Decile:
Age Range: Composite
Authority: Private
Gender: Co-Educational
School Roll: 553
Zoning: No Zone

ACG SENIOR COLLEGE

Rutland Street
Auckland CBD
Auckland
Ph. 09 307 4477

Distance: 1.5 km
Decile:
Age Range: Year 9-15
Authority: Private
Gender: Co-Educational
School Roll: 488
Zoning: No Zone

AUCKLAND GRAMMAR

Mountain Road
Epsom
Auckland
Ph. 09 623 5400

Distance: 1.9 km
Decile: 9
Age Range: Year 9-15
Authority: State
Gender: Boys School
School Roll: 2417
Zoning: In Zone

AUCKLAND INTERNATIONAL COLLEGE

85 Airedale Street
Auckland
Ph. 09 309 4480

Distance: 1.4 km
Decile: 8
Age Range: Year 9-15
Authority: Private
Gender: Co-Educational
School Roll: 242
Zoning: No Zone

EPSOM GIRLS' GRAMMAR SCHOOL

Silver Road
Epsom
Auckland
Ph. 09 630 5963

Distance: 2.4 km
Decile: 9
Age Range: Year 9-15
Authority: State
Gender: Girls School
School Roll: 1975
Zoning: In Zone

ST PETER'S COLLEGE (EPSOM)

Mountain Road
Epsom
Auckland
Ph. 09 524 8108

Distance: 1.7 km
Decile: 8
Age Range: Year 7-15
Authority: State Integrated
Gender: Boys School
School Roll: 1159
Zoning: No Zone

Tertiary

Edinburgh Institute

27 Glanville Terrace
Ph. 09 379 5528

Distance: 0.7 km
Tertiary type: Private Training Estab

Gilligan Business School Limited

Level 2, 3 Broadway
Ph. 09 300 8232

Distance: 0.9 km
Tertiary type: Private Training Estab

SAE Institute

18 Heather Street
Ph. 09 373 4712

Distance: 0.4 km
Tertiary type: Private Training Estab

Samala Robinson Academy

Level 3, 69 Beach Road
Ph. 09 379 9230

Distance: 1.1 km
Tertiary type: Private Training Estab

The NZ College of Massage

98 Carlton Gore Road
Ph. 09 522 5522

Distance: 1.1 km
Tertiary type: Private Training Estab

Explanation of Terms

Full Primary - Years 1 - 8

Contributing - Years 1 - 6

Intermediate - Years 7 - 8

Composite - Years 1 - 15

Restricted Composite - Years 7 - 10

Kura Teina Composite - Maori Schools from years 1 - 15

Kura Teina Primary - Maori Schools from years 1 - 8

Decile Rating - A school's decile indicates the extent to which the school draws its students from low socio-economic communities. Decile 1 schools are the 10% of schools with the highest proportion of students from low socio-economic communities, whereas decile 10 schools are the 10% of schools with the lowest proportion of these students. A school's decile does not indicate the overall socio-economic mix of the school.

Distance - The distance calculated is the point to point distance, walking and driving distances will normally be further.

20 Hours Free - If yes, this Early Childhood Centre offers 20 hours free childhood education. From 1 July 2007, three and four-year-olds enrolled in a teacher-led ECE service and some kohanga reo qualify for up to 20 hours of free early childhood education (ECE).

Currency of Data

CoreLogic Address Data: 04 November 2016

Market Rent information for a suburb

The Market Rent Report provides users with a quarterly overview of the surrounding suburbs rental information, provided by the Department of Building and Housing.

Area: Parnell West

Latest Quarter

01 July 2016 to 30 September 2016

Type	Bedrooms	Bonds Received	Average Rent	Rent Range	Median
Apartment	1	18	\$429	\$360 - \$490	\$427
Apartment	2	18	\$660	\$550 - \$750	\$637
Apartment	3	7	\$917	\$761 - \$1,047	\$795
Flat	1	7	\$366	\$350 - \$415	\$400
Flat	2	9	\$528	\$473 - \$565	\$525
House	2	6	\$611	\$600 - \$675	\$610
House	3	8	\$883	\$750 - \$962	\$875

Last 12 months

01 July 2015 to 30 June 2016

Type	Bedrooms	Bonds Received	Average Rent	Rent Range	Median
Apartment	1	88	\$466	\$410 - \$510	\$450
Apartment	2	95	\$614	\$550 - \$650	\$610
Apartment	3	24	\$867	\$710 - \$925	\$765
Apartment	4	6	\$1,368	\$950 - \$2,000	\$1,230
Flat	1	27	\$441	\$380 - \$472	\$410
Flat	2	22	\$555	\$460 - \$660	\$535
Flat	3	7	\$787	\$720 - \$877	\$800
House	2	23	\$638	\$550 - \$650	\$620
House	3	45	\$817	\$703 - \$852	\$795
House	4	12	\$1,022	\$825 - \$1,225	\$972
Room	1	13	\$235	\$200 - \$246	\$240

Explanation of Terms

Bonds Received - The number of bonds received by the Department of Building and Housing that had complete information about weekly rent, house type, number of bedrooms and the correct property address.

Average Rent - The most typical weekly rent, calculated by adding up the weekly rents for all bonds and dividing this by the total number of bonds.

Rent Range - Lower quartile to upper quartile.

Lower quartile - The weekly rent at 25% of all market rents when all are placed in order of value.

Upper quartile - The weekly rent at 75% of all market rents when all are placed in order of value.

Median - The middle value when all of the weekly rents are placed in order of value. The median is a better indicator of rents in the middle of the range than the average rent figure, as the average can be influenced by one or two rentals that are extremely high or low.

Currency of Data

CoreLogic Address Data: 04 November 2016

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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.

This is a guide to the sale and purchase agreement that you will be asked to sign if you wish to buy or sell residential property.



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.



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

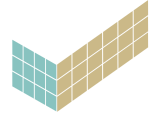


Scan to find out more about buying
and selling property.

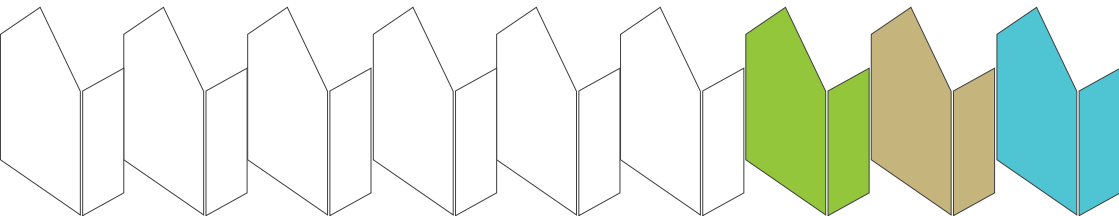
To the best of the Real Estate Agents Authority's knowledge, the information in this guide is accurate at the date shown below. However, the requirements on which this information is based can change at any time and the most up-to-date information is available at www.reaa.govt.nz [Version 1.2 12 February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



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

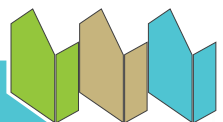
These rules come into force on 8 April 2013.

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

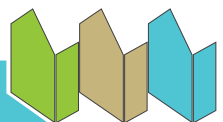
- 8.4** An agent who is operating as a business must ensure that all licensees employed or engaged by the agent have a sound knowledge of the Act, regulations, rules issued by the Authority (including these rules), and other legislation relevant to real estate agency work.
- 8.5** An agent who is operating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

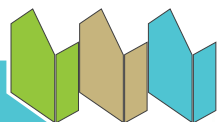
Advertising and marketing

- 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.

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These rules are administered by the Real Estate Agents Authority.





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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 1.0, 13 December 2012].

