

Information Pack For 2/32 Rose Street, Somerfield



Professionals Christchurch LimitedMREINZ - Licensed Real Estate Agent **W** prof.co.nz

33 Halswell Road Hoon Hay Christchurch 8025 **P** 03 338 5924 **F** 03 338 1480 **E** service@prof.co.nz







FOR SALE



POSITION PERFECT

This two-bedroom townhouse, constructed in the 1990s, is centrally positioned in a row of three townhouses. The open plan lounge and dining area is well proportioned, with over-height stud. Adjoining this is a cosy sunroom and generous kitchen. Both bedrooms include built-in wardrobes, and the master enjoys a spacious layout. Separate toilet, heat pump, dedicated laundry and single garage on secure, well-sized grounds.

ADDRESS

2/32 Rose Street, Somerfield, 8024

Professionals Christchurch Limited

33 Halswell Road, Hoon Hay p. 03 338 5924 professionals.co.nz/PROF04563 Licensed REAA 2008



AGENTS

Murray Lloyd - 027 288 7355 murrayl@prof.co.nz





Earthquake Claim and Insurance Information Disclosure

Property Address: 2/32 Rose	sheet	
Have you lodged a claim with EQC?	1	/ Yes / No
2. If yes, what is your EQC claim/s number/s?	011/018524 2 CA	LM 2011/23/698
Has EQC inspected the property?	1	(Yes) No
4. If yes, when was the property inspected?		
5. Can you supply all EQC paperwork to us?		(Yes) No
6. Who are you insured with?	Swarce.	
7. What is your policy number?	123239083	
Can you supply the most recent renewal notice (which	h includes the floor area)?	Yes) No
9. Have you lodged a claim/s with your private insurer?		Yes / No
If yes, what is your claim/s nun	nber/s?	
10. Has your private insurer inspected the property?		Yes / No
If so when?		****
11. Can you supply all private insurer paperwork to us?		Yes / No
12. Have repairs been completed and signed off?	For EQC Yes	No For Insurance Yes / No
OR, are repairs scheduled to be completed?	For EQC Yes / No	For Insurance Yes / No
lfyes, when are repairs scheduled to be co	ompleted?	
OR, have you received a cash pay-out and arrange	ged completion of repairs your	self?
	For EQC Yes / No	For Insurance Yes / No
OR if you do not plan to complete repairs will you	u transfer the cash pay-out to ti	ne Purchasers so that they can complete?
	For EQC Yes / No	For Insurance Yes / No
Declaration: I/We declare that to the best of our knowledge the above I/We authorise Professionals Christchurch Limited to releated further, give permission for any potential purchaser to of policy.	ase the above information and	any relevant documentation to any purchaser
Vendor: Lillassie (or authorised signatory)	Date: 5/9/24	at 45 an/pm
Vendor:(or authorised signatory)	Date:	at am/pm
Previous Owner was	cool selled.	Perchasion is advised





9 September 2024

The Estate Of George Massie Flat 2 32 Rose Street Somerfield Christchurch 8024



Policy number AHM023239083

Page 1 of 1

Certificate of Currency.

Who's insured Carol Massie, The Estate Of George Massie

Period of insurance 9 September 2024 to 23 April 2025

Insured address Unit 2, 32 Rose Street, Somerfield, Christchurch 8024

Home sum insured \$548,500
Home excess \$1,000
Interested party None

Special terms

The following special terms apply: None

This Certificate of Currency should be read together with your policy schedule and your Home Insurance policy document.

If you have any questions or would like to make any changes to your insurance, please call us on **0800 500 213** or email **customerservice@aainsurance.co.nz**.

Kind regards

The AA Insurance Team





Scope of Works



Customer:

Document explanatory note:

This document provides a summary of the earthquake damage identified by the EQC assessment team. Land, building and room by room damage is listed along with an indication of how this damage is to be repaired.

A glossary of terms describing the type of damage that may be listed on your Scope of Works is provided at the end of this document.

Assessment of Property at 2/32 ROSE STREET, SOMERFIELD, CHRISTCHURCH 8024 on 7/10/2011

Site

Element	Damage	Repair	
Land (Exposed - Soil - 200.00 m2)			
Land (Under dwelling - Soil - 120.00 m2)			

Services

Element	Damage	Repair
Sewerage (Town Connection - PVC Pipe - 30.00 l/m)	No Earthquake Damage	
Water Supply (Town Connection - Plastic - 30.00 l/m)	No Earthquake Damage	

Main Building

Exterior

Elevation (North)

Element	Damage	Repair	
Wall Cladding (Brick Veneer - Brick - 20.40 m2)	No Earthquake Damage		
Wall Cladding (Cement Board - Plaster - 42.60 m2)	Cracking	Gap fill and paint	12.00 m2
Wall framing (Timber Frame - Timber - 63.00 m2)	No Earthquake Damage		

Elevation (East common wall)

Element	Damage	Repair
No Damage		

Elevation (South)

Element	Damage	Repair	
Wall Cladding (Brick Veneer - Brick - 17.60 m2)	No Earthquake Damage		
Wall Cladding (Monolithic - Plaster - 29.43	Cracking	Paint wall	4.00 m2
m2)	Monolithic Damage	Remove, dispose and replace render over cement sheet	1.00 m2
Wall framing (Timber Frame - Timber - 51.03 m2)	No Earthquake Damage		

Roof (Trussed, iron)

Element	Damage	Repair	
N- O			

Elevation (West common wall)

Element	Damage	Repair	
No Damage			

Interior

Ground Floor - Kitchen

Room Size: $3.10 \times 2.50 = 7.75$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Damage	Repair	
No Earthquake Damage		
Cosmetic damage	Rake out, plaster and paint	26.88 m2
No Earthquake Damage		
No Earthquake Damage		
	No Earthquake Damage No Earthquake Damage No Earthquake Damage No Earthquake Damage Cosmetic damage No Earthquake Damage	No Earthquake Damage No Earthquake Damage No Earthquake Damage No Earthquake Damage Cosmetic damage Rake out, plaster and paint No Earthquake Damage

Ground Floor - Entry

Room Size: $1.20 \times 2.30 = 2.76$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 2.76 m2)	No Earthquake Damage		
Door (External) (Single glass door - Timber - 1.00 item)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Carpet - 2.76 m2)	No Earthquake Damage		
Wall covering (Gib - Paint - 16.80 m2)	Cosmetic damage	Rake out, plaster and paint	16.80 m2

Ground Floor - Living (Includes dining)

Room Size: $6.20 \times 5.60 = 34.72$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 34.72 m2)	Cosmetic Damage	Rake out, plaster and paint	34.72 m2
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Carpet - 34.72 m2)	No Earthquake Damage		
Wall covering (Gib - Paint - 56.64 m2)	Cosmetic damage	Rake out, plaster and paint	56.64 m2
Window (Aluminium Casement - Pane single glazed - 2.00 No of)	No Earthquake Damage		

Ground Floor - Conservatory

Room Size: $1.80 \times 3.30 = 5.94$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Hardboard - Paint - 5.94 m2)	No Earthquake Damage		

Conservatory (Aluminium - Glass - 24.48 m2) No Earthquake Damage Door (Internal) (Sliding - Aluminium - 1.00 No No Earthquake Damage

Floor (Concrete - Carpet - 5.94 m2) No Earthquake Damage

Wall covering (Solid plaster - Paint - 24.48

Cosmetic damage
Cosmetic damage

 Gap fill cracks
 5.00 l/m

 Paint wall
 24.48 m2

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

No Earthquake Damage

Ground Floor - Internal Garage

Room Size: $3.30 \times 6.20 = 20.46$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair	
Door (External) (Single glass door - Aluminium - 1.00 item)	No Earthquake Damage	TOWNS DESCRIPTION	
Floor (Concrete - Concrete - 20.46 m2)	Cosmetic damage	Grind out and epoxy fill (up to 5mm)	7.00 l/m
Garage door (Tilt-a-door Metal - Steel - 1.00 No of)	No Earthquake Damage		
Wall covering (Gib - Paint - 51.30 m2)	No Earthquake Damage		
Window (Aluminium Fixed - Pane single glazed - 1.00 No of)	No Earthquake Damage		

Ground Floor - Bedroom (West)

Room Size: $3.90 \times 4.60 = 17.94$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 17.94 m2)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Carpet - 17.94 m2)	No Earthquake Damage		
Wall covering (Gib - Paint - 45.90 m2)	Cosmetic damage	Rake out and stop	3.00 l/m
	Cosmetic damage	Paint wall	45.90 m2
Window (Aluminium Casement - Pane single glazed - 3.00 No of)	No Earthquake Damage		

Ground Floor - Toilet

Room Size: $0.80 \times 2.30 = 1.84$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Ceiling (Gib - Paint - 1.84 m2)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Carpet - 1.84 m2)	No Earthquake Damage		
Toilet (Standard - Standard Spec - 1.00 item)	No Earthquake Damage		
Wall covering (Gib - Paint - 14.88 m2)	Cosmetic damage	Rake out, plaster and paint	14.88 m2

Ground Floor - Bedroom (East)

Room Size: $2.70 \times 3.60 = 9.72$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Element	Damage	Repair	- 1
Ceiling (Gib - Paint - 9.72 m2)	No Earthquake Damage		
Door (Internal) (Single Hollow Core - Rimu - 1.00 No of)	No Earthquake Damage		
Floor (Concrete - Carpet - 9.72 m2)	No Earthquake Damage		

Wall covering (Gib - Paint - 34.02 m2)

Cosmetic damage
Rake out and stop
1.00 l/m
Cosmetic damage
Paint wall
34.02 m2

Window (Aluminium Casement - Pane single No Earthquake Damage

glazed - 1.00 No of)

Ground Floor - Bathroom

Room Size: $2.40 \times 2.90 = 6.96$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	
Bath (Acrylic - Standard specification - 1.00 item)) No Earthquake Damage		
Bathroom Sink (Basin - Standard specification - 1.00 item)	No Earthquake Damage		
Ceiling (Gib - Paint - 6.96 m2)	Cosmetic Damage	Rake out, plaster and paint	6.96 m2
Door (Internal) (Single Hollow Core - MDF - 1.00 No of)	Cosmetic damage	Ease door	1.00 No of
Floor (Concrete - Carpet - 6.96 m2)	No Earthquake Damage		
Shower (Cubical shower unit - Acrylic shower 1.00 m2)	No Earthquake Damage		
Wall covering (Gib - Paint - 25.44 m2)	No Earthquake Damage		
Window (Aluminium Awning - Pane single glazed - 1.00 No of)	No Earthquake Damage		

Ground Floor - Hallway

Room Size: $0.90 \times 6.90 = 6.21$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.70 m

Damage	Repair	
No Earthquake Damage		
No Earthquake Damage		
No Earthquake Damage		
Cosmetic damage	Rake out, plaster and paint	42.12 m2
	No Earthquake Damage No Earthquake Damage No Earthquake Damage	No Earthquake Damage No Earthquake Damage No Earthquake Damage

Ground Floor - Laundry

Room Size: $1.50 \times 1.70 = 2.55$ (length(m) x width(m) = Area Size(m2))

Stud Height: 2.40 m

Element	Damage	Repair	

No Damage

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

Additional Information

Building TermsThe Department of Building and Housing website has a comprehensive list of common building terms: http://www.dbh.govt.nz/building-az-wxyz

EQC Full Assessment Report

Claim Number:

Property Address:

CLM/2011/018524

Assessment Date: Assessor: 07/10/2011 10:44

Claimant:

CHRISTCHURCH 8024

Assessor: Estimator: Judson, Andrew Thomas, Charles

SOMERFIELD

Property Occupied By:

Owner Occupied

Claimant Setup

Type Name Home Number
Owner

Mobile Number Work Number Email Address

Insurance & Mortgage Details

Insurance Details - From Claim Centre

Insurer Policy Type
AA Insurance (AA/SIS/Sun Dwelling
Direct)

Policy Number Insurance Sighted Insurance Valid
Yes

Insurance Details - Added in COMET

Insurer Policy Type Policy Number Insurance Sighted Insurance Valid

Insurance Details - Comments

Mortgage Details - From Claim Centre

Bank

Mortgage Details - Added in COMET

Bank

Mortgage Details - Comments

Opt Out

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

Hazards

Hazards: No hazards
Property Sticker: No Sticker

Building Configurations

Leaky Home Syndrome? No

Building Name	Number of floors	Building Finish	Age of house	Footprint	Area (m2)
Main Building	1	Standard	Post 1980	L Shape	120.36

Full Assessment

Site

Element Type Material Damages Measure Rate Cost
Land Exposed Soil No Earthquake Damage

Land Under dwelling Soil No Earthquake Damage

General Comments:

Services

Element Type Material Damages Measure Rate Cost

Sewerage Town Connection PVC Pipe No Earthquake Damage
Water Supply Town Connection Plastic No Earthquake Damage

General Comments:

Main Building

Exterior

Elevation (North)

Damage: Earthquake damage

Require Scaffolding? No

Element Type Material Damages Measure Rate Cost

Wall Cladding Brick Veneer Brick No Earthquake Damage
Wall Cladding Cement Board Plaster Cracking

Gap fill and paint 12.00 m2 38.00 456.00

Wall framing Timber Frame Timber No Earthquake Damage

General Comments:

Elevation (East common wall)

Damage: No damage

Require Scaffolding?

General Comments: common block wall, 6.3 x 2.8

Elevation (South)

Damage: Earthquake damage

Require Scaffolding? No

Element Type Material **Damages** Measure Rate Cost Wall Cladding Brick Veneer Brick No Earthquake Damage Wall Cladding Monolithic Plaster Cracking Paint wall 4.00 m2 29.00 116.00 Monolithic Damage 1.00 m2 155.00 155.00 Remove, dispose and replace

render over cement sheet

Wall framing Timber Frame Timber No Earthquake Damage

General Comments: Roof (Trussed, iron)

Damage: No damage

Require Scaffolding? No

General Comments:

Elevation (West common wall)

Damage: No damage

Require Scaffolding?

No

General Comments: common block wall, 7 x 3

Ground Floor - Kitchen

Damage: Earthquake damage

Require Scaffolding? No

Element	Туре	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint				
Floor	Concrete	Vinyl	No Earthquake Damage			
Kitchen joinery	Medium Spec	MDF	No Earthquake Damage			
Range (Free standing oven)	Electric	Standard Electric	No Earthquake Damage			
Range Hood	Over Head	Standard spec	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	26.88 m2	27.00	725.76
Window	Aluminium Awning	Pane single glazed	No Earthquake Damage		- 4	
Work top	Kitchen work top	Laminate	No Earthquake Damage			

General Comments: Ground Floor - Entry

Damage: Earthquake damage

Require Scaffolding?

Element	Туре	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (External)	Single glass door	Timber	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	16.80 m2	27.00	453.60

General Comments:

Ground Floor - Living (Includes dining)

Damage: Earthquake damage

Require Scaffolding? No

Element	Туре	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	Cosmetic Damage			
			Rake out, plaster and paint	34.72 m2	27.00	937.44
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	56.64 m2	27.00	1,529.28
Window	Aluminium Casement	Pane single glazed	No Earthquake Damage			

General Comments:

Ground Floor - Conservatory

Damage: Earthquake damage

Window	Aluminium Awning	Pane single glazed	No Farthquake Damage			
			Cosmetic damage Paint wall	24.48 m2	24.00	587.52
			Gap fill cracks	5.00 l/m	12.00	60.00
Wall covering	Solid plaster	Paint	Cosmetic damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Door (Internal)	Sliding	Aluminium	No Earthquake Damage			
Conservatory	Aluminium	Glass	No Earthquake Damage			
Ceiling	Hardboard	Paint	No Earthquake Damage			
Element	Туре	Material	Damages	Measure	Rate	Cost
Require Scarroid	ing: No					

General Comments:

Ground Floor - Internal Garage

Damage: Earthquake damage

Require Scaffolding?

Element	Туре	Material	Damages	Measure	Rate	Cost
Door (External)	Single glass door	Aluminium	No Earthquake Damage			
Floor	Concrete	Concrete	Cosmetic damage			
			Grind out and epoxy fill (up to 5mm)	7.00 l/m	60.00	420.00
Garage door	Tilt-a-door Metal	Steel	No Earthquake Damage			
Wall covering	Gib	Paint	No Earthquake Damage			
Window	Aluminium Fixed	Pane single glazed	No Earthquake Damage			

General Comments:

Ground Floor - Bedroom (West)

Damage: Earthquake damage

Require Scaffolding? No

Element	Туре	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Care	MDF	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out and stop	3.00 l/m	10.00	30.00
			Cosmetic damage			
			Paint wall	45.90 m2	24.00	1,101.60
Window	Aluminium	Pane single glazed	No Earthquake Damage			

General Comments:

Ground Floor - Toilet

Damage: Earthquake damage

Require Scaffolding? No

Element	Туре	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage			
Door (Internal)	Single Hollow Core	MDF	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Toilet	Standard	Standard Spec	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out, plaster and paint	14.88 m2	27.00	401.76

General Comments:

Ground Floor - Bedroom (East)

Damage: Earthquake damage

Require Scaffolding? No

Element	Туре	Material	Damages	Measure	Rate	Cost
Ceiling	Gib	Paint	No Earthquake Damage		(77-72	
Door (Internal)	Single Hollow Core	Rimu	No Earthquake Damage			
Floor	Concrete	Carpet	No Earthquake Damage			
Wall covering	Gib	Paint	Cosmetic damage			
			Rake out and stop	1.00 l/m	10.00	10.00
			Cosmetic damage			
			Paint wall	34.02 m2	24.00	816.48
Window	Aluminium	Pane single glazed	No Earthquake Damage			

General Comments:

Ground Floor - Bathroom

Damage: Earthquake damage

Casement

Require Scaffolding? No

Element	Туре	Material	Damages	Measure	Rate	Cost
Bath	Acrylic	Standard specification	No Earthquake Damage			

Bathroom Sink	Basin	Standard specification	No Earthquake Damage			
Ceiling	Gib	Paint	Cosmetic Damage			
			Rake out, plaster and paint	6.96 m2	27.00	187.92
Door (Internal)	Single Hollow Core	MDF	Cosmetic damage			
			Ease door	1.00 No of	90.00	90.00
Floor	Concrete	Carpet	No Earthquake Damage			
Shower	Cubical shower unit	Acrylic shower	No Earthquake Damage			
Wall covering	Gib	Paint	No Earthquake Damage			
Window	Aluminium Awning	Pane single glazed	No Earthquake Damage			

General Comments:

Ground Floor - Hallway

Damage: Earthquake damage

Require Scaffolding? No

Material Rate Cost Element Type **Damages** Measure Ceiling Gib Paint No Earthquake Damage Single Hollow Core Rimu No Earthquake Damage Door (Internal) Floor Concrete Carpet No Earthquake Damage Wall covering Gib Paint Cosmetic damage 42.12 m2 27.00 Rake out, plaster and paint 1,137.24

General Comments: Ground Floor - Laundry

Damage: No damage

Require Scaffolding? No

General Comments: painted gib on walls and ceiling, vynil over concrete floor, ext alliminium door, int mdf door, stainless wash tub

Fees

Fees

Name	Duration	Estimate
Contents movement fee	1.00	1,023.08
Small Job Fee	1.00	180.00

Overheads

Name	Estimate
Preliminary and general	737.25
Margin	1,115.59
GST	1,840.73

Scope Of Works Estimate

Property		
Description		Estimate
Site		0.00
Services		0.00
		0.00
Main Building		
Name	Description	Estimate
Exterior	Elevation (East common wall)	0.00
	Elevation (North)	456.00
	Elevation (South)	271.00
	Roof (Trussed, iron)	0.00
	Elevation (West common wall)	0.00
		727.00
Floor	Description	Estimate
Ground Floor	Bathroom	277.92
	Bedroom (East)	826.48
	Bedroom (West)	1,131.60
	Conservatory	647.52
	Entry	453.60
	Hallway	1,137.24
	Internal Garage	420.00
	Kitchen	725.76
	Laundry	0.00
	Living (Includes dining)	2,466.72
	Toilet	401.76
		8,488.60
		8,488.60
<u>Fees</u>		4.4
Description		Estimate
Contents movement fee		1,023.08
Small Job Fee		180.00 1,203.08
Overheads		1,203.00
Description		Estimate
Preliminary and general		737.25
Margin		1,115.59
GST		1,840.73
		3,693.57
Total Estimate		14,112.25

Inspection Sign Off

- (F1) - (1) - (1)	
Answer	comments
No	
No	
No	
No	
Yes	
Yes	
No	Concrete slab
No	
	No No No No No Yes Yes

Previous Claim Numbers (recorded manually in field)

• Nil

File Notes

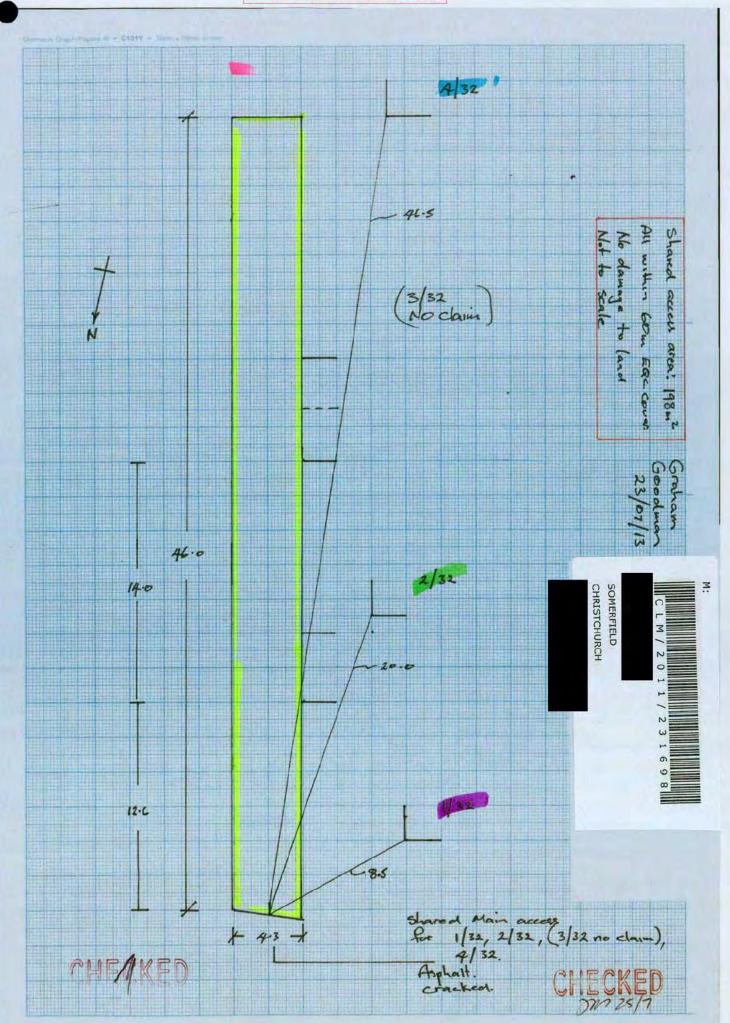
Date Created: 07/10/2011 10:44
Created: Thomas, Charles
Subject: Site and dwelling

Note: Dwelling is on a flat easy access section on a shared drive, it is attatched to other dwellings to the east and west. It is timber

frame with a mix of brick vaneer and plaster over cement sheet. Man hole to roof space in hall.

Next Action:

Urgent Works Items



EARTHQUAKE COMMISSION Kōmihana Rūwhenua Author: KARL VELDE Date: 23 7 13 heet Complex Flat Land Claims /231698 CLM/2011 CHRISTCHURCH SOMERFIELD

	Description/Construction	Length	Height/ Width	Depth	Depth Damage	Damaged Area	Evacuated m ²	Inundated m ²	Debris m³	Access E D
	· BI Ashar Dluny	3	1	+.	UNDVIATING BOUND	2	2	- 1	1	لأا
	CI LAWN AREA	2.5	2	-	INDULATING CHOUND	N	5	t	ı	الا
2 2	LAWN AREA	7	2	Ţ	מחשנית פעיים החח	6	6	\ \	Y	/η
1										



Shared Land:



Damage Allocation Summary SOW

Claim Number: <u>CLM/2011/231698</u>

Sheet 1 of 1

Address: 2/32 ROSE STREET, SOMERFIELD, CHRISTCHURCH 8024

Shared Land Address Range: 32A,2,3 & 4/32 ROSE STREET & 16 KARAKA PLACE, SOMERFIELD,

CHRISTCHURCH 8024

Breakdown Analyst: Some Ryan Date of Review: 2 -10-13

Description: Damage to Land (CUP)

SL	AW	Legend Ref	Description	Total Area (m2)	Cost	% Allocated	Allocated Area	Allocated Cost
/		CIYCZ	LAwn - unduction	14	140-	100	14	140 -
			SMALL JOB FEE					250-
						Sub-total	14	390 -
				P8	G, Margin &	GST Figure	e x 0.3662	142-81
							Total	5 32-81
				Notional L (Incl GST)	and Damag	e Value: @	\$300/m2	4,200 -

Description: Silt Inundation (SIL)

SL	AW	Legend Ref	Description	Total Volume (m3)	Cost	% Allocated	Allocated Volume	Allocated Cost
			no DANAGE REIONDED					
		B	1000			Sub-total		
			HEACKEL	P&0	G, Margin 8	& GST Figur	e x 0.3662	
							Total	



RPNZ document ordering service

Certificate of Title with diagram: CB35C/591

Property: 2/32 Rose Street, Somerfield, Christchurch City

Legal Description: Flat 4 Deposited Plan 60635

CoreLogic Reference: 3211992/1

Processed: 23 September 2024

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email documentordering@corelogic.co.nz.



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 CROSS LEASE





of Land

Identifier CB35C/591

Land Registration District Canterbury

Date Issued 08 April 1992

Prior References

CB34C/328

Estate Fee Simple - 1/3 share

Area 1080 square metres more or less
Legal Description Lot 1 Deposited Plan 58530

Registered OwnersCarol Ann Alice Massie

Estate Leasehold Instrument L 987608.5

Term 999 years commencing on 27.3.1992

Legal Description Flat 4 Deposited Plan 60635

Registered OwnersCarol Ann Alice Massie

Interests

732899 Easement Certificate specifying the following easements (affects fee simple)

The right of way specified in Easement Certificate 942034.3 will be subject to Conditions 1 and 11 of Council's Consent as set out in Document 251928.1

942034.3 Easement Certificate specifying the following easements - 28.6.1991 at 10.54 am (affects fee simple)

Type Servient Tenement Easement Area Dominant Tenement Statutory Restriction

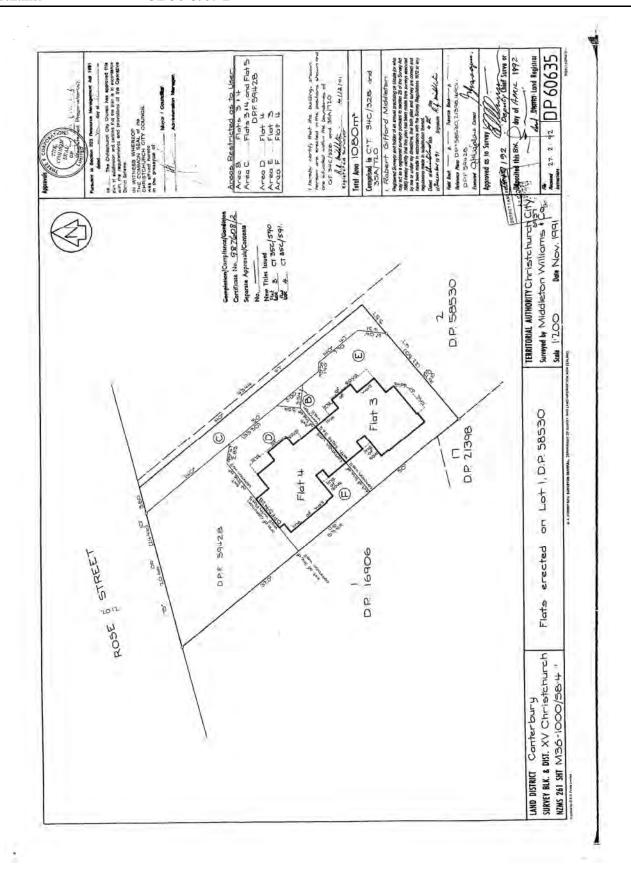
Right of way, right to drain water and sewage and to	Lot 1 Deposited Plan 58530 - herein	A DP 58530	Lot 2 Deposited Plan 58530 - CT CB34C/329
convey water, electric power and telephonic communications			
Right of way, right to drain water and sewage and to convey water, electric power and telephonic communications	Lot 1 Deposited Plan 58530 - herein	A DP 58530	Lot 2 Deposited Plan 58530 - CT CB34D/144
Right of way, right to drain water and sewage and to convey water, electric power and telephonic communications	Lot 2 Deposited Plan 58530	-	Lot 1 Deposited Plan 58530 - herein

The easements specified in Easement Certificate 942034.3 when created will be subject to Section 309(1)(a) Local Government Act 1974

962794.2 Lease of Flat 5 DP 59428 Term 999 years commencing on 21.10.1991 Composite CT CB35A/720 issued - 1.11.1991

987608.3 Lease of Flat 3 DP 60635 Term 999 years commencing on 27.3.1992 Composite CT CB35C/590 issued - 8.4.1992 at 2.53 pm

987608.5 Lease of Flat 4 DP 60635 Term 999 years commencing on 27.3.1992 Composite CT CB35C/591 issued - 8.4.1992 at 2.53 pm Varied on 1.2.1993 at 1.59 a.m.





2/32 Rose Street, Somerfield, Christchurch







Property Titles



Land Parcels



Addresses



Building Outlines



EQC Claims



LAND ZONING



Foundation Technical Category (TC2)



District Plan



Clean Air Zone



CWMS



HAZARDS



SCHOOLS



CONSENTS

PHOTOS



LOCAL ATTRACTIONS



COUNCIL SERVICES





9/10/24, 11:31 AM Rates information

Property Information

Current year's rates

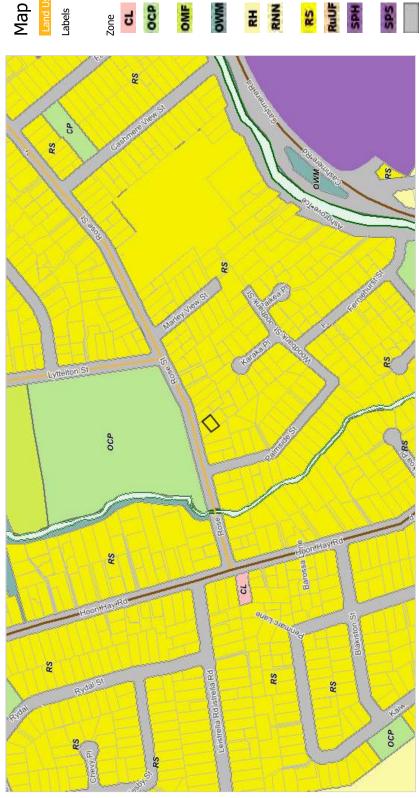
2/32 ROSE STREET, SPREYDON, CHRISTCHURCH Flat 4 DP 60635 on Lot 1 DP 58530 having share in 1080 m2 0.0000 22590 00403 B
1080 m2 0.0000 22590 00403 B
22590 00403 B June 2026.
June 2026.
· · · · · · · · · · · · · · · · · · ·
not adjust your rates until the following 1 July.
\$210,000
\$420,000
\$630,000
73029945
2024/2025
Instalment 1: \$915.89 Instalment 2: \$915.89 Instalment 3: \$915.89 Instalment 4: \$916.14

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

\$3,663.81

CCC Map Search 9/10/24, 11:27 AM

Christchurch City Council Christchurch District Plan Property Search All Layers



2/32 Rose Street Property Search Results

The information below is relevant to the selected property. Click on the blue text below for more details.

Land Use Zones	Natural Hazard Overlays
Zone	iquefaction Hazard
Residential Suburban Zone	Liquefaction Management Area (LMA)
This property is on the following planning maps: 45	

Map Legend

Labels

Zone Labels

Commercial Local Zone

Open Space Community Parks Zone

Open Space Metropolitan Facilities Zone Open Space Water and Margins Zone

Residential Hills Zone

Residential New Neighbourhood

Residential Suburban Zone

Rural Urban Fringe Zone

Specific Purpose (Hospital)

Specific Purpose (School) Zone

Transport Zone

Other Notations

Road Hierarchy

Collector

Major Arterial

Minor Arterial

Central City Local Distributor

Central City Main Distributor =

The Property Search function is a tool to assist with navigating to particular properties or areas. The data used in the Property Search tool has been derived from the planning maps. All due care has been taken by the Christchurch City Council to ensure the information is accurate and reflects the information on the planning maps. However, the information and maps shown through the Property Search function are not the planning maps themselves. Users are recommended to refer also to the planning maps. The Property Search function page provides a direct link to the planning maps at the bottom of the information relevant to the property.

Christchurch City Council accepts no liability for any error, omission, or inaccuracy of the information or from any use of or reliance on the information provided through the Property Search function.



Customer Services P. 03 353 9007 or 0800 324 636

PO Box 345 Christchurch 8140

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

www.ecan.govt.nz

Dear Sir/Madam

Thank you for submitting your property enquiry from our Listed Land Use Register (LLUR). The LLUR holds information about sites that have been used or are currently used for activities which have the potential to cause contamination.

The LLUR statement shows the land parcel(s) you enquired about and provides information regarding any potential LLUR sites within a specified radius.

Please note that if a property is not currently registered on the LLUR, it does not mean that an activity with the potential to cause contamination has never occurred, or is not currently occurring there. The LLUR database is not complete, and new sites are regularly being added as we receive information and conduct our own investigations into current and historic land uses.

The LLUR only contains information held by Environment Canterbury in relation to contaminated or potentially contaminated land; additional relevant information may be held in other files (for example consent and enforcement files).

Please contact Environment Canterbury if you wish to discuss the contents of this property statement.

Yours sincerely

Contaminated Sites Team

Property Statement from the Listed Land Use Register



Visit ecan.govt.nz/HAIL for more information or contact Customer Services at ecan.govt.nz/contact/ and quote ENQ390095

Date generated: 09 September 2024 Land parcels: Lot 1 DP 58530



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance



Sites within enquiry area

There are no sites associated with the area of enquiry.

More detail about the sites

There are no sites associated with the area of enquiry.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the

Our Ref: ENQ390095

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

Any person receiving and using this information is bound by the provisions of the Privacy Act 1993.



Listed Land Use Register

What you need to know



Everything is connected

What is the Listed Land Use Register (LLUR)?

The LLUR is a database that Environment Canterbury uses to manage information about land that is, or has been, associated with the use, storage or disposal of hazardous substances.

Why do we need the LLUR?

Some activities and industries are hazardous and can potentially contaminate land or water. We need the LLUR to help us manage information about land which could pose a risk to your health and the environment because of its current or former land use.

Section 30 of the Resource Management Act (RMA, 1991) requires Environment Canterbury to investigate, identify and monitor contaminated land. To do this we follow national guidelines and use the LLUR to help us manage the information.

The information we collect also helps your local district or city council to fulfil its functions under the RMA. One of these is implementing the National Environmental Standard (NES) for Assessing and Managing Contaminants in Soil, which came into effect on 1 January 2012. For information on the NES, contact your city or district council.

How does Environment Canterbury identify sites to be included on the LLUR?

We identify sites to be included on the LLUR based on a list of land uses produced by the Ministry for the Environment (MfE). This is called the Hazardous Activities and Industries List (HAIL)¹. The HAIL has 53 different activities, and includes land uses such as fuel storage sites, orchards, timber treatment yards, landfills, sheep dips and any other activities where hazardous substances could cause land and water contamination.

We have two main ways of identifying HAIL sites:

- We are actively identifying sites in each district using historic records and aerial photographs. This project started in 2008 and is ongoing.
- We also receive information from other sources, such as environmental site investigation reports submitted to us as a requirement of the Regional Plan, and in resource consent applications.

'The Hazardous Activities and Industries List (HAIL) can be downloaded from MfE's website www.mfe.govt.nz, keyword search HAIL

How does Environment Canterbury classify sites on the LLUR?

Where we have identified a HAIL land use, we review all the available information, which may include investigation reports if we have them. We then assign the site a category on the LLUR. The category is intended to best describe what we know about the land use and potential contamination at the site and is signed off by a senior staff member.

Please refer to the Site Categories and Definitions factsheet for further information.

What does Environment Canterbury do with the information on the LLUR?

The LLUR is available online at www.llur.ecan.govt.nz. We mainly receive enquiries from potential property buyers and environmental consultants or engineers working on sites. An inquirer would typically receive a summary of any information we hold, including the category assigned to the site and a list of any investigation reports.

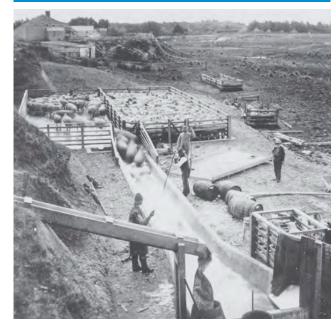
We may also use the information to prioritise sites for further investigation, remediation and management, to aid with planning, and to help assess resource consent applications. These are some of our other responsibilities under the RMA.

If you are conducting an environmental investigation or removing an underground storage tank at your property, you will need to comply with the rules in the Regional Plan and send us a copy of the report. This means we can keep our records accurate and up-to-date, and we can assign your property an appropriate category on the LLUR. To find out more, visit www.ecan.govt.nz/HAIL.



IMPORTANT!

The LLUR is an online database which we are continually updating. A property may not currently be registered on the LLUR, but this does not necessarily mean that it hasn't had a HAIL use in the past.



Sheep dipping (ABOVE) and gas works (TOP) are among the former land uses that have been identified as potentially hazardous. (Photo above by Wheeler & Son in 1987, courtesy of Canterbury Museum.)

My land is on the LLUR – what should I do now?

IMPORTANT! Just because your property has a land use that is deemed hazardous or is on the LLUR, it doesn't necessarily mean it's contaminated. The only way to know if land is contaminated is by carrying out a detailed site investigation, which involves collecting and testing soil samples.

You do not need to do anything if your land is on the LLUR and you have no plans to alter it in any way. It is important that you let a tenant or buyer know your land is on the Listed Land Use Register if you intend to rent or sell your property. If you are not sure what you need to tell the other party, you should seek legal advice.

You may choose to have your property further investigated for your own peace of mind, or because you want to do one of

the activities covered by the National Environmental Standard for Assessing and Managing Contaminants in Soil. Your district or city council will provide further information.

If you wish to engage a suitably qualified experienced practitioner to undertake a detailed site investigation, there are criteria for choosing a practitioner on www.ecan.govt.nz/HAIL.



I think my site category is incorrect – how can I change it?

If you have an environmental investigation undertaken at your site, you must send us the report and we will review the LLUR category based on the information you provide. Similarly, if you have information that clearly shows your site has not been associated with HAIL activities (eg. a preliminary site investigation), or if other HAIL activities have occurred which we have not listed, we need to know about it so that our records are accurate.

If we have incorrectly identified that a HAIL activity has occurred at a site, it will be not be removed from the LLUR but categorised as Verified Non-HAIL. This helps us to ensure that the same site is not re-identified in the future.

Contact us

Property owners have the right to look at all the information Environment Canterbury holds about their properties.

It is free to check the information on the LLUR, online at www.llur.ecan.govt.nz.

If you don't have access to the internet, you can enquire about a specific site by phoning us on (03) 353 9007 or toll free on 0800 EC INFO (32 4636) during business hours.

Contact Environment Canterbury:

Email: ecinfo@ecan.govt.nz

Phone:

Calling from Christchurch: (03) 353 9007

Calling from any other area: 0800 EC INFO (32 4636)



Everything is connected

Promoting quality of life through balanced resource management.

www.ecan.govt.nz

E13/10

Listed Land Use Register Site categories and definitions

When Environment Canterbury identifies a Hazardous Activities and Industries List (HAIL) land use, we review the available information and assign the site a category on the Listed Land Use Register. The category is intended to best describe what we know about the land use.

If a site is categorised as **Unverified** it means it has been reported or identified as one that appears on the HAIL, but the land use has not been confirmed with the property owner.

If the land use has been confirmed but analytical information from the collection of samples is not available, and the presence or absence of contamination has therefore not been determined, the site is registered as:

Not investigated:

- A site whose past or present use has been reported and verified as one that appears on the HAIL.
- The site has not been investigated, which might typically include sampling and analysis of site soil, water and/or ambient air, and assessment of the associated analytical data.
- There is insufficient information to characterise any risks to human health or the environment from those activities undertaken on the site. Contamination may have occurred, but should not be assumed to have occurred.

If analytical information from the collection of samples is available, the site can be registered in one of six ways:

At or below background concentrations:

The site has been investigated or remediated. The investigation or post remediation validation results confirm there are no hazardous substances above local background concentrations other than those that occur naturally in the area. The investigation or validation sampling has been sufficiently detailed to characterise the site.

Below guideline values for:

The site has been investigated. Results show that there are hazardous substances present at the site but indicate that any adverse effects or risks to people and/or the environment are considered to be so low as to be acceptable. The site may have been remediated to reduce contamination to this level, and samples taken after remediation confirm this.



Managed for:

The site has been investigated. Results show that there are hazardous substances present at the site in concentrations that have the potential to cause adverse effects or risks to people and/or the environment. However, those risks are considered managed because:

- the nature of the use of the site prevents human and/or ecological exposure to the risks; and/or
- the land has been altered in some way and/or restrictions have been placed on the way it is used which prevent human and/or ecological exposure to the risks.

Partially investigated:

The site has been partially investigated. Results:

- demonstrate there are hazardous substances present at the site;
 however, there is insufficient information to quantify any adverse effects or risks to people or the environment; or
- do not adequately verify the presence or absence of contamination associated with all HAIL activities that are and/or have been undertaken on the site.

Significant adverse environmental effects:

The site has been investigated. Results show that sediment, groundwater or surface water contains hazardous substances that:

- · have significant adverse effects on the environment; or
- are reasonably likely to have significant adverse effects on the environment.

Contaminated:

The site has been investigated. Results show that the land has a hazardous substance in or on it that:

- has significant adverse effects on human health and/or the environment; and/or
- is reasonably likely to have significant adverse effects on human health and/or the environment.

If a site has been included incorrectly on the Listed Land Use Register as having a HAIL, it will not be removed but will be registered as:

Verified non-HAIL:

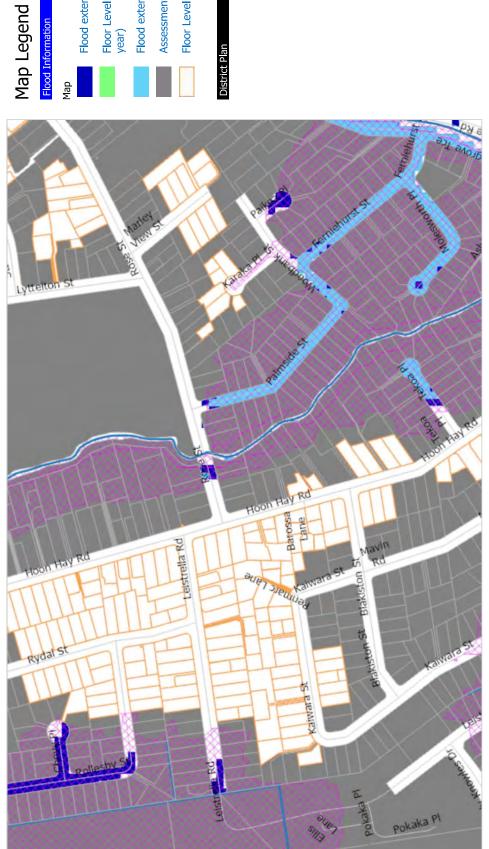
Information shows that this site has never been associated with any of the specific activities or industries on the HAIL.

Please contact Environment
Canterbury for further information:



CCC Map Search 9/10/24, 11:25 AM





Floor Level Control Area (50 year)

Flood extent (50 year)

Flood extent (200 year)

Assessment Incomplete Floor Level Assessments

2/32 Rose Street Property Search Results

Floor Level Assessment

Street Address	2/32 Rose Street
Within District Plan Flood Management Area (FMA)	No

CCC Map Search

Building Code Floor Level	Not assessed. Please contact CCC.	
District Plan Floor Level	Not assessed. Please contact CCC.	
Recommended Floor Level (not mandatory)	Not assessed. Please contact CCC.	
Predicted 1 in 50 Year Flood Level	Not assessed. Please contact CCC.	
Predicted 1 in 200 Year Flood Level	Not assessed. Please contact CCC.	
Minimum Ground Level	19.19 m Christchurch Drainage Datum	
Average Ground Level	19.55 m Christchurch Drainage Datum	
Maximum Ground Level	19.72 m Christchurch Drainage Datum	

Disclaimer

- i. All levels are provided in Christchurch Drainage Datum. ii. Please note that any Flood Level estimate(s) may differ from observed levels in previous or future events. iii. The FFL assessment is for flood limitation purposes only, and does not include consideration for other building consent aspects such as on-site drainage or service connections.
 - iv. Any consent application lodged for this site will be assessed based on the most recent flood modelling information available at the time of lodgement, and the above level is subject to change if the flood modelling information for this area is updated.

 V. The content does not constitute a 'Minimum Floor Level Certificate' as defined in the Replacement District Plan (Rule 5.3.1.2). To request one, follow the
- instructions at (https://www.ccc.govt.nz/assets/Uploads/P-022-Request-for-District-Plan-certification-Minimum-floor-level-PDF4.pdf)

If you have any further floor level queries, contact the team at: FloorLevels@ccc.govt.nz.

For floor levels online, go to (https://ccc.govt.nz/services/stormwater-and-drainage/flooding/floorlevelmap/).



Deadline Sale Process

The sale will be conducted on the following basis:

- 1. In the event that more than one offer has been made for the property then the sale will become a Multi-Offer and the following will apply:
 - (a) That the Salesperson will advise the Purchasers that there is more than one offer on the property.
 - (b) That the Purchasers should make the best offer they can.
 - (c) The Vendor may accept or reject any or all offers at the Vendor's sole discretion.
 - (d) The Vendor may again at their sole discretion:
 - Choose not to accept any offers made, or
 - Counter offer with one and only one of the purchasers, or
 - Negotiate with one and only one of the Purchasers, or
 - Negotiate with more than one of the Purchasers
- 2. The Vendor reserves the right to consider offers prior to the deadline
- 3. In the event that offers are being presented to the Vendor prior to the deadline, all parties who have registered their interest in the property will be notified of the date and time that offers will be presented to the Vendor. Purchasers are urged to register their interest in the property in writing at the first available opportunity.
- 4. That the terms and conditions of any offer will remain confidential to the Purchaser and the Agent or Salesperson drafting our offer.
- 5. The Vendor reserves the right to extend the deadline. Should the deadline be extended then all Purchasers who have registered an interest in the Property will be advised by the Salesperson at the first available opportunity.



From 1 July 2018, lawyers and conveyancers are required to verify the identity¹ of their clients in accordance with anti-money laundering legislation. If your lawyer cannot verify your identity in line with the legislation, they will not be able to act for you. If your lawyer cannot act for you, you may not be able to satisfy the conditions of your property purchase and will not be able to settle your property purchase or sale.

As identity verification can take days and sometimes weeks if a trust or company is involved, we **strongly recommend** that you contact your lawyer as soon as possible to have your identity verification completed.

The below gives an **indication** of some the documents your lawyer may ask you to present in person or as a certified document as part of this process:



Individuals:

Passport, NZ Firearms Licence or NZ Driver Licence with another document such as a bank statement or statement issued by a Government agency. You will also need to provide a document with your residential address (for example, a utility bill).



Trusts:

The Trust Deed and, for all trustees and settlors, the information required for individuals as noted above, together with information regarding the Trust's source of funds or wealth. Additional information may also be required for beneficiaries and appointers.



Companies:

Details of the company, together with the information for individuals noted above for every individual with more than a 25% shareholding, all individuals with effective control of the company and all individuals acting on behalf of the company. Information regarding source of funds or wealth may also be required.

Note: The above list is not exhaustive and is indicative only. Your lawyer will assist you with the specific requirements in relation to your situation.

DISCLAIMER: The material and information contained herein is for general information purposes only and is not intended to form professional legal advice. REINZ does not accept liability for any claim or other action that may arise directly or indirectly from the use of or reliance on the material and information provided herein. REINZ recommends you seek independent legal advice if you are unsure of your legal position.

¹ Lawyers are required to complete a "Customer Due Diligence" process in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009



Table 1: Residential risk assessment based on age of home, presence of asbestos-containing materials and activities that could increase or decrease risk to people

Building age	Possible asbestos- containing materials present	Status of asbestos- containing materials if present	Activities impacting asbestos-containing materials and exposure	Risk level
Pre-1940 unrenovated	None likely			None or negligible risk
Pre-1940, renovations performed 1950–1985	Exterior – corrugated cement roofing, Fibrolite or Hardiplank cladding, Fibrolite eaves	Cracks, chips or breaks in roofing or exterior cement sheeting (walls and eaves)	Materials wet during removal, not sanded or drilled, OR materials sealed/encapsulated	Extremely low risk
			Present when damaged materials were sanded or drilled	Possible short-term exposure – very low risk
		Materials undamaged and well-maintained (sealed and painted)		Extremely low risk
	Interior – textured ceilings, wall linings, vinyl flooring	Decorative ceiling crumbling or removed, vinyl flooring uplifted or old wall board crushed or drilled	Present during removal, but clean-up thorough	Possible short-term exposure – very low risk
			Home furnishings contaminated with dust, not cleaned or removed	Low risk but possible ongoing low-level exposure*
		Materials intact		Extremely low risk
1940–1990	Exterior – corrugated cement roofing, Fibrolite or Hardiplank cladding, Fibrolite eaves	Cracks, chips or breaks in roofing or exterior cement sheeting (walls and eaves)	Materials wet during removal, not sanded or drilled, OR materials sealed/encapsulated	Extremely low risk
			Present when damaged materials were sanded or drilled	Possible short-term exposure – very low risk
		Materials undamaged and well maintained (sealed and painted)		Extremely low risk
	Interior – textured ceilings, wall linings, vinyl flooring	Decorative ceiling crumbling or removed, vinyl flooring uplifted or old wall board crushed or drilled	Present during removal but clean-up thorough	Possible short-term exposure – very low risk
			Home furnishings contaminated with dust, not cleaned or removed	Low risk but possible ongoing low-level exposure*
		Materials intact		Extremely low risk
Post-1990	None likely			None or negligible risk

⁼ possible presence of a hazard but probable low risk,
= minimised risk,
= ongoing presence of the hazard and higher risk.

^{* &#}x27;Risk' depends on the amount of asbestos-containing materials and extent of disturbance/works carried out. Although the risk is low in absolute terms, it will increase with time if steps are not taken to remove the asbestos fibres after work has been completed.

Buying or selling your property?









This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agency helping to sell your property. We welcome any feedback you have on this publication.

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

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances.
 Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.

- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

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

needs to sell another property first or needs a property inspection and the settlement date.

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



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

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

General obligations and conditions you have to comply with

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

- access rights what access the buyer can have to inspect the property before settlement day
- insurance to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand –
 people who have migrated to New Zealand may
 not be permitted to immediately buy property
 or may need to get consent from the Overseas
 Investment Office.

Your lawyer will explain these clauses to you.

Check...

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

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

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

Specific conditions a buyer may include

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

- title search this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report similar to the above but more focused on the entire section and the structure of the property
- sale of another home the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

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

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

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

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

Buying a tenanted property

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

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

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

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

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

About settled.govt.nz



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

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

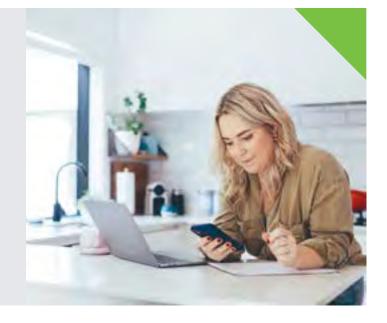
Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, settled.govt.nz explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

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



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

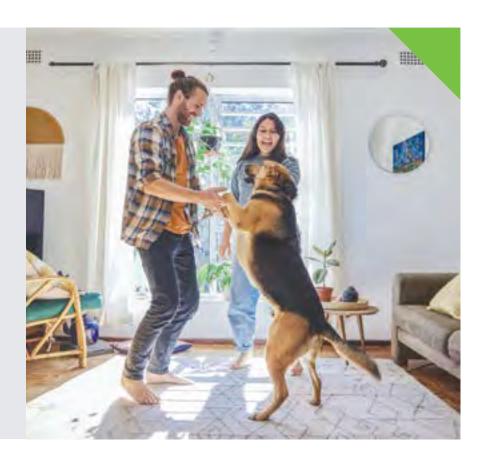
- We provide independent information for people who are buying and selling property through our **settled.govt.nz** website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.
- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

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





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