



Information Pack For

2/27 Oakhampton Street, Hornby



Professionals Christchurch Limited
MREINZ - Licensed Real Estate Agent
W prof.co.nz

33 Halswell Road
Hoon Hay
Christchurch 8025

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F 03 338 1480
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Statement of passing over information

The information contained within this information pack has been supplied by the vendor, the vendor's agents or other independent sources. Accordingly Professionals Christchurch Limited is merely passing over the information as supplied to us by the vendor, vendor's agents or other independent sources. 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.



FOR SALE



STANDALONE, STYLISH AND SO AFFORDABLE

Welcome to this well-presented, standalone two-bedroom townhouse offering exceptional value. Privately positioned on a fully fenced rear section, this home features a spacious open-plan living and dining area. The large, functional kitchen makes everyday living a breeze. Both bedrooms are doubles and come with built-in wardrobes. The internal access garage and additional off-street parking enhance convenience.

ADDRESS

2/27 Oakhampton Street, Hornby, 8042

Professionals Christchurch Limited

33 Halswell Road, Hoon Hay

p. 03 338 5924

professionals.co.nz/PROF04586

Licensed REAA 2008



AGENTS

Murray Lloyd - 027 288 7355

murrayl@prof.co.nz



Property Address: 27 A Odchampton Street

1. Have you lodged a claim with EQC? ☒ Yes ☐ No
2. If yes, what is your EQC claim/s number/s? CLM/2010/069621 2011/206705
3. Has EQC inspected the property? ☒ 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? AMI
7. What is your policy number? Lara 00602377
8. Can you supply the most recent renewal notice (which 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 number/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 ☐
If yes, when are repairs scheduled to be completed? _____
OR, have you received a cash pay-out and arranged completion of repairs yourself? For EQC Yes / No ☐ For Insurance Yes / No ☐
OR if you do not plan to complete repairs will you transfer the cash pay-out to the 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 information is true and correct.

I/We authorise Professionals Christchurch Limited to release the above information and any relevant documentation to any purchaser and further, give permission for any potential purchaser to contact our insurance company for the purposes of discussing assignment of policy.

Signed:	
Vendor: <u>AMH</u> (or authorised signatory)	Date: <u>16 June 25</u> at _____ am/pm
Vendor: <u>B-Silvest</u> (or authorised signatory)	Date: <u>16 June 25</u> at _____ am/pm



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier CB39B/935
Land Registration District Canterbury
Date Issued 08 December 1994

Prior References
CB34B/284

Estate Fee Simple - 1/2 share
Area 1217 square metres more or less
Legal Description Lot 5 Deposited Plan 26072
Registered Owners
Sequent 60 Limited

Estate	Leasehold	Instrument	L A149167.6
		Term	999 years commencing on 6.10.1994
Legal Description	Flat 2 Deposited Plan 67228		
Registered Owners	Sequent 60 Limited		

Interests

Fencing Provision in Lease 760235 (affects fee simple)

A149167.4 Lease of Flat 1 and Garage 1 DP 67228 Term 999 years commencing on 6.10.1994 Composite CT CB39B/934 issued

A149167.6 Lease of Flat 2 DP 67228 Term 999 years commencing on 6.10.1994 Composite CT CB39B/935 issued

732296 Notice imposing Building Line Restriction (affects fee simple)

753604 Easement Certificate specifying the following easements (affects fee simple)

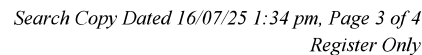
Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Lot 5 Deposited Plan 26072 - herein	Yellow DP 26072	Lot 4 Deposited Plan 26072 - CT CB18K/357	
Right of way	Lot 5 Deposited Plan 26072 - herein	Yellow DP 26072	Lot 4 Deposited Plan 26072 - CT CB28A/785	
Right of way	Lot 4 Deposited Plan 26072 - CT CB18K/357	Blue DP 26072	Lot 5 Deposited Plan 26072 - herein	
Right of way	Lot 4 Deposited Plan 26072 - CT CB28A/785	Blue DP 26072	Lot 5 Deposited Plan 26072 - herein	

The easements specified in Easement Certificate 753604 are subject to (now) Section 243(a) Resource Management Act 1991 (affects fee simple)

753977 Transfer creating the following easements (affects fee simple)

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
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Drain water and sewage and convey water, electric power and telephonic communications	Lot 5 Deposited Plan 26072 - herein	Part herein	Lot 4 Deposited Plan 26072 - CT CB18K/357
Drain water and sewage and convey water, electric power and telephonic communications	Lot 5 Deposited Plan 26072 - herein	Part herein	Lot 4 Deposited Plan 26072 - CT CB28A/785
Drain water and sewage and convey water, electric power and telephonic communications	Lot 4 Deposited Plan 26072 - CT CB18K/357	Part	Lot 5 Deposited Plan 26072 - herein
Drain water and sewage and convey water, electric power and telephonic communications	Lot 4 Deposited Plan 26072 - CT CB28A/785	Part	Lot 5 Deposited Plan 26072 - herein
12181266.5 Mortgage to Bank of New Zealand - 12.7.2021 at 2:29 pm			



LAND TRANSFER ACT 1952

Deposited this 5th day of December 1968

FOR ROAD OR STREET LEGALITY SEE ROAD RECORD MAP FOL 9

ON DEPOSIT OF THIS PLAN Lot(s) 8, become(s) Road

Approved as to the provisions of Section 54 of "The Christchurch District Drainage Act 1952"

IN WITNESS WHEREOF the Seal of the Board was hereunto set on the 5th day of December 1968

Chairman

Secretary

Area Schedule

Residential Lots 1.2.22.3

Road Widening 20.9

Link Strip 20.4

Road Reserve 38.4

Total Area 2.0.02.4

Approved

THE COMMISSIONER OF LANDS & SURVEY

11/2/68

Applicant or Registered Owner

The plan submitted for plan number 126

D.P.26072

Comprising in Block XVI, Christchurch Survey District, Local Body ...

Scale 50 Metres to an Inch

Surveyed by ...

Registered Surveyor and holder of an annual practicing certificate, solemnly and sincerely declare that this plan has been made from surveys executed by me, that I am duly qualified to execute such surveys, and that I am not aware of any other persons claiming an interest in the land shown on this plan.

Declared at ...

Before me ...

Justice of the Peace (for other person authorized to take a statutory declaration)

3/12/68

Lot 9 dedicated as road, K.811905

SUBDIV OF LOT 7 D.P.25666 BEING PT. RS.1240

& PT LOT 11 D.P.15246 BEING PT. SEC. 23 HORNBY SETTLEMENT

Lot 1 to 7 subject to a B.L.R. 49'6" from centre line No. 732296

D.P.E. 41164 affects Lot 4 hereon. SEE FB-106-230 P. 48

Approved as to Survey

Chief Surveyor

Received ...

Reference ...

Field Book ...

Plotted ...

Reviewed by ...

Corrected ...

Land Transfer Office

Received ...

Title Reference ...

Up referred to L.T. Survey ...

The Registrar, County Council certifies that this plan is a true and correct copy of the original plan deposited in the office of the Registrar, County Council, on the 5th day of December 1968.

Dated 26th Dec 1968

Registrar

Diagram

Diagram showing the layout of the land, including Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, Lot 32, Lot 33, Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, Lot 39, Lot 40, Lot 41, Lot 42, Lot 43, Lot 44, Lot 45, Lot 46, Lot 47, Lot 48, Lot 49, Lot 50, Lot 51, Lot 52, Lot 53, Lot 54, Lot 55, Lot 56, Lot 57, Lot 58, Lot 59, Lot 60, Lot 61, Lot 62, Lot 63, Lot 64, Lot 65, Lot 66, Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73, Lot 74, Lot 75, Lot 76, Lot 77, Lot 78, Lot 79, Lot 80, Lot 81, Lot 82, Lot 83, Lot 84, Lot 85, Lot 86, Lot 87, Lot 88, Lot 89, Lot 90, Lot 91, Lot 92, Lot 93, Lot 94, Lot 95, Lot 96, Lot 97, Lot 98, Lot 99, Lot 100, Lot 101, Lot 102, Lot 103, Lot 104, Lot 105, Lot 106, Lot 107, Lot 108, Lot 109, Lot 110, Lot 111, Lot 112, Lot 113, Lot 114, Lot 115, Lot 116, Lot 117, Lot 118, Lot 119, Lot 120, Lot 121, Lot 122, Lot 123, Lot 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235, Lot 236, Lot 237, Lot 238, Lot 239, Lot 240, Lot 241, Lot 242, Lot 243, Lot 244, Lot 245, Lot 246, Lot 247, Lot 248, Lot 249, Lot 250, Lot 251, Lot 252, Lot 253, Lot 254, Lot 255, Lot 256, Lot 257, Lot 258, Lot 259, Lot 260, Lot 261, Lot 262, Lot 263, Lot 264, Lot 265, Lot 266, Lot 267, Lot 268, Lot 269, Lot 270, Lot 271, Lot 272, Lot 273, Lot 274, Lot 275, Lot 276, Lot 277, Lot 278, Lot 279, Lot 280, Lot 281, Lot 282, Lot 283, Lot 284, Lot 285, Lot 286, Lot 287, Lot 288, Lot 289, Lot 290, Lot 291, Lot 292, Lot 293, Lot 294, Lot 295, Lot 296, Lot 297, Lot 298, Lot 299, Lot 300, Lot 301, Lot 302, Lot 303, Lot 304, Lot 305, Lot 306, Lot 307, Lot 308, Lot 309, Lot 310, Lot 311, Lot 312, Lot 313, Lot 314, Lot 315, Lot 316, Lot 317, Lot 318, Lot 319, Lot 320, Lot 321, Lot 322, Lot 323, Lot 324, Lot 325, Lot 326, Lot 327, Lot 328, Lot 329, Lot 330, Lot 331, Lot 332, Lot 333, Lot 334, Lot 335, Lot 336, Lot 337, Lot 338, Lot 339, Lot 340, Lot 341, Lot 342, Lot 343, Lot 344, Lot 345, Lot 346, Lot 347, Lot 348, Lot 349, Lot 350, Lot 351, Lot 352, Lot 353, Lot 354, Lot 355, Lot 356, Lot 357, Lot 358, Lot 359, Lot 360, Lot 361, Lot 362, Lot 363, Lot 364, Lot 365, Lot 366, Lot 367, Lot 368, Lot 369, Lot 370, Lot 371, Lot 372, Lot 373, Lot 374, Lot 375, Lot 376, Lot 377, Lot 378, Lot 379, Lot 380, Lot 381, Lot 382, Lot 383, Lot 384, Lot 385, Lot 386, Lot 387, Lot 388, Lot 389, Lot 390, Lot 391, Lot 392, Lot 393, Lot 394, Lot 395, Lot 396, Lot 397, Lot 398, Lot 399, Lot 400, Lot 401, Lot 402, Lot 403, Lot 404, Lot 405, Lot 406, Lot 407, Lot 408, Lot 409, Lot 410, Lot 411, Lot 412, Lot 413, Lot 414, Lot 415, Lot 416, Lot 417, Lot 418, Lot 419, Lot 420, Lot 421, Lot 422, Lot 423, Lot 424, Lot 425, Lot 426, Lot 427, Lot 428, Lot 429, Lot 430, Lot 431, Lot 432, Lot 433, Lot 434, Lot 435, Lot 436, Lot 437, Lot 438, Lot 439, Lot 440, Lot 441, Lot 442, Lot 443, Lot 444, Lot 445, Lot 446, Lot 447, Lot 448, Lot 449, Lot 450, Lot 451, Lot 452, Lot 453, Lot 454, Lot 455, Lot 456, Lot 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A149167.6 L

Approved by the Registrar-General of Land, Wellington No. 105178

Canterbury

Land Registry Office

MEMORANDUM OF LEASE

LESSORS: THOMAS STANLEY PEARCE of Christchurch, Retired ^{as to an undivided one-half share} and MICHAEL CYRIL DIDHAM of Christchurch, Machinist and GLENN RICHARD HEMI of Christchurch, Upholsterer jointly inter se as to an undivided one-half share

LESSEE: THOMAS STANLEY PEARCE of Christchurch, Retired and MICHAEL CYRIL DIDHAM of Christchurch, Machinist and GLENN RICHARD HEMI of Christchurch, Upholsterer

SCHEDULE A

C.F.	DESCRIPTION OF FLAT AND LOT & D.P. NO. OR OTHER DESCRIPTION	ENCUMBRANCES, LIENS & INTERESTS
8B/1242	Flat No. 2 on D.P. 67228	SUBJECT TO Notice 732296 Easement Certificate 753604 Transfer 753977 Lease 760235 Section 309(1)(a) Local Government Act 1974
Area	(hereinafter called "the Flat") being that part of that building (hereinafter called "the said building") of which the Flat forms part, erected on that piece of land (hereinafter called "the said land") being Lot 5 on	
1217m2	Deposited Plan 26072	
Locality		
Christchurch		

TERM: 999 years commencing on the 6th day of October 19 94

RENTAL: 10 cents per annum payable by the Lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question).

- The Lessee hereby covenants with the Lessors as set out in Schedule B hereof.
- The Lessors do and each of them doth hereby covenant with the Lessee as set out in Schedule C hereof.
- It is hereby covenanted and agreed by and between the Lessors and each of them and by and between the Lessors and the Lessee as set out in Schedule D hereof.
- The parties hereby agree that the words "proportionate share" shall be deemed to mean a one- half share; calculated in terms of the number of flats contained in the said building.
- The parties hereby agree that the words "freehold share" shall be deemed to mean a one- half share; calculated in terms of the number of flats contained in all buildings erected on the said land.
- The parties hereby agree that the covenants and conditions set out in Schedules B, C and D herein form part of this Lease.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DOTH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee as tenant and subject to the conditions restrictions and covenants set forth herein.

IN WITNESS WHEREOF these presents have been executed this

6th day of October 19 94~~THE COMMON SEAL OF~~SIGNED by
THOMAS STANLEY PEARCE~~was hereto attested as Lessors~~

in the presence of:

[Signature]
Christchurch

~~THE COMMON SEAL OF~~SIGNED by
THOMAS STANLEY PEARCE~~was hereto attested as Lessee~~

in the presence of:

[Signature]
Christchurch

SIGNED by MICHAEL CYRIL DIDHAM and GLENN RICHARD HEMI

as Lessors and

Lessee in the presence of:

[Signature]
Solicitor
Schumacher & Co
Christchurch

SCHEDULE B

THE LESSEE DOETH HEREBY COVENANT WITH THE LESSORS:

1. TO pay the rent in the manner and at times hereinbefore provided.
2. THE Lessee shall forthwith upon demand in writing by the Lessors or their agent pay to the Lessors or a person nominated by the Lessors:
 - (a) A proportionate share of all expenses and costs properly incurred by the Lessors in respect of the said building including any costs and expenses incurred pursuant to Clause 17 (a) hereof.
 - (b) A freehold share of all expenses and costs properly incurred by the Lessors in respect of the said land including any costs and expenses incurred pursuant to Clause 17 (b) hereof.
- PROVIDED ALWAYS that should any repairs become necessary or any work be required in respect of any part of the said building or the electrical and plumbing equipment, drains or other amenities serving the said building or in respect of any part of the said land as a result of the negligence or wilful act either of the Lessee or his servants, agents or invitees or of any person residing in the Flat then in any such event the Lessee shall pay to the Lessors the whole of the cost of such repairs or work.
3. THE Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance, grievance or disturbance to the other lessees or occupants of any building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building on the said land or which may create a nuisance.
4. THE Lessee shall not bring into or keep in the Flat any goods or any substances of a highly combustible nature or do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance covers on any part of the said building or which may make void or voidable any such insurance covers.
5. THE Lessee shall not use the Flat for any illegal purposes and the Lessee shall comply with all Statutes, Regulations and By-Laws of any Local Authority in so far as they affect the Flat.
6. THE Lessee shall at his own cost and expense keep and maintain in good order condition and repair both the interior and exterior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat.
7. THE Lessee shall permit the Lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the same.
8. THE Lessee shall not leave or place in the passageways or stairways of the said building or in any parking area or in the grounds surrounding any building on the said land any obstructions whatsoever and shall not deposit any refuse or rubbish therein or thereon and shall place any garbage cans in such reasonable location approved of by the Lessors.
9. THE Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.
10. THE Lessee shall not make any structural alterations to the said building nor erect on any part of the said land any buildings, structure or fence without the prior consent of the Lessors first had and obtained on each occasion PROVIDED HOWEVER that such consent shall not be unreasonably withheld.

11. THE Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except:
 - (a) The Flat (b) That part of the said land relating to the Flat marked or shown "C" on Deposited Plan No. 67228 : (c) That part of the said land marked or shown "A" on Deposited Plan No. 67228 but only for the purposes of reasonable ingress and egress by vehicle or on foot:
~~(d) That part of the said land marked or shown "B" on Deposited Plan No. 67228 but only for the purposes of recreation in common with the Lessors.~~

12. THE Lessee shall at all times keep all that part of the said land (and all amenities thereon) relating to the Flat marked or shown "C" on Deposited Plan No. 67228 in a neat and tidy condition and in good repair.
13. THE Lessee shall effect and at all times keep current a separate and comprehensive insurance policy (including fire and earthquake risks) to the full insurable value thereof on such parts of the said building as such Lessee holds as tenant.
14. THE Lessee shall remain the owner of a freehold share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed (provided always that this Clause shall not apply to the first Lessee hereof).
15. THE Lessee shall pay all charges and rates separately charged or levied in respect of the Flat and the Lessee's undivided share in the fee simple of the said land PROVIDED HOWEVER that if no separate charges and rates are so charged or levied then the Lessee shall pay to the Lessors the Lessee's freehold share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE C

THE LESSORS DO AND EACH OF THEM DOETH HEREBY COVENANT WITH THE LESSEE:

16. THE Lessee performing and observing all and singular covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.
17. THE Lessors shall keep and maintain in good order repair and condition:
 - (a) Such parts of the said building as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat forming part of the said building including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities serving the same; and
 - (b) Such parts of the said land including the grounds, paths, fences, swimming pools and other common amenities thereon as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat.AND will cause the aforesaid parts of the said building and the said land at all times to be managed and maintained to a high standard. In the performance of the foregoing covenants the Lessors or their agents shall have the right (if necessary) to enter the Flat in order to effect such work upon giving reasonable notice to the Lessee.
18. THE Lessors covenant to lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observance by the lessees named in such other leases of all obligations as by such other leases are cast on such lessees and for the purposes aforesaid the Lessors do irrevocably hereby appoint the Lessee hereunder as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this Clause.

SCHEDULE D

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND EACH OF THEM AND BY AND BETWEEN THE LESSORS AND THE LESSEE:

19. THAT if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors (other than the Lessee) to re-enter upon the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and the Lessee to expel and remove but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions PROVIDED HOWEVER that any such forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on any registered mortgagee of this Lease within seven days after the date of service of such notice upon the Lessee.

20. THAT in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a Lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a proportionate share of the cost of so doing.

21. THAT the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. THAT the Lessee shall have the right to let the Flat to a reputable and solvent subtenant provided that the Lessee shall ensure that the subtenant enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

23. THAT in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful for but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars (\$10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

24. THAT in the event of this lease being determined or becoming determinable in the manner herein provided then in any such case:—

- (a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and
- (b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and
- (c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;

AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purpose of this Clause 24 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

25. THAT there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. THAT if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, the said building or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its Amendments or any Act in substitution therefor.

27. That notwithstanding any provision contained or implied herein, where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.

28. THAT in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:—

- (a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If the proposed action is not agreed to within fourteen days after the last date of service of the said notices that matter shall be deemed to be a question to be arbitrated pursuant to Clause 26 hereof.
- (c) That parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

29. THAT notwithstanding the provisions of Clause 28 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as it is practicable to the existing colour scheme.

30. THAT without negating the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a Memorandum of Transfer of the Lessee's interest hereunder to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements herein expressed or implied but without releasing the Transferor from any liability which may have arisen hereunder prior to the registration of such Memorandum of Transfer and thenceforth after the registration of any such Memorandum of Transfer the obligations herein expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by such Transferee, and the Lessors shall have no recourse to the Transferee's antecedents in title.

31. THAT wherever used in these presents:—

- (a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.
- (c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.
- (d) Words importing one gender shall include the other gender as the case may require.
- (e) Words importing the singular or plural number shall include the plural or singular number respectively.

I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no lease duty is payable on this instrument by reason of the application of section 35(1) of that Act, and that the provisions of subsection (2) of that section do not apply.

Solicitor for the Lessee

Correct for the purposes of the Land Transfer Act

Solicitor for the Lessee

Particulars entered in the Register at the date and at the time recorded below.



LEASE

Composite Certificate of Title issued
for the Lessee's interest in within 1/2
and share in Fee simple Estate
see Volume 398 935

MALLEY & CO
SOLICITORS
CHRISTCHURCH

FEES PAID HEREON

AVAILABLE

TO 1/12/95

A.L.R.

THE CANTON PRESS, CHRISTCHURCH

1
REGISTER
11.37 08 DEC 94 A 1491676
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

★

PROPERTY DETAILS

8 ^

Property Titles

+

2

▼

Land Parcels

+

2

▼

Addresses

+

1

▼

Building Outlines

+

1

▼

EQC Claims

2

▼

LAND ZONING

4 ^

Foundation Technical Category (TC1)

1

▼

District Plan

1

▼

Clean Air Zone

1

▼

CWMS

1

▼

HAZARDS

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▼

SCHOOLS

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▼

CONSENTS

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▼

LOCAL ATTRACTIONS

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▼

COUNCIL SERVICES

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▼

PHOTOS

...

▼



1925 - 1929

Historical imagery
Availability in visible map:
available
unavailable

Property Information

Property address	2/27 OAKHAMPTON STREET, HORNBY, CHRISTCHURCH
Legal description	FLAT 2 DP 67228 ON LOT 5 DP 26072
Property area (hectares)	0.0000
Valuation number	23434 57800 B

Latest rating valuation

Note: This is based on market conditions as at 1 August 2022.

If your valuation is adjusted mid-year, this may not adjust your rates until the following 1 July. The next city-wide revaluation will be applied from 1 July 2026.

Land value	\$235,000
+ Value of improvements	\$305,000
= Capital value	\$540,000

Rates information

Rate account number	73072358
Current rating year	2025/2026
Current year rates instalments	Instalment 1: \$847.50 Instalment 2: \$847.50 Instalment 3: \$847.50 Instalment 4: \$847.82
Current year's rates	\$3,390.32

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.

If you're having trouble finding a unit or flat, try the advanced search, or try entering the house number, street name and then unit number (e.g.



Land Use Zones

Labels

Zone Labels

Zone:

Industrial Heavy Zone

Open Space Community Parks Zone

Open Space Water and Margins Zone

Residential Suburban Zone

Specific Purpose (School) Zone

Transport Zone

City centre zone

High Density Residential Zone

Large Format Retail Zone

Neighbourhood Centre Zone

Town Centre Zone

Other Notations

Road Hierarchy

Collector

Major Arterial

Minor Arterial

Central City Local Distributor

Central City Main Distributor

Other Notations

Policy 3 Area

Qualifying Matters

Introduction

 $1/2$

Other Notations

 Policy 3 Area

This property is on the following planning maps: [3Z](#)

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.

District Plan Waterway

 Downstream Waterway (except Mona Vale)

 Downstream Waterway (Mona Vale)

 Environmental Asset Waterway

Electrical Transmission Corridors

 Electricity Transmission Corridors and Infrastructure

Railway Building Setback

 Railway Building Setback

Industrial Interface

 Industrial Interface



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 ENQ421327

Date generated: 14 July 2025
Land parcels: Lot 5 DP 26072



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

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

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.

¹The 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.

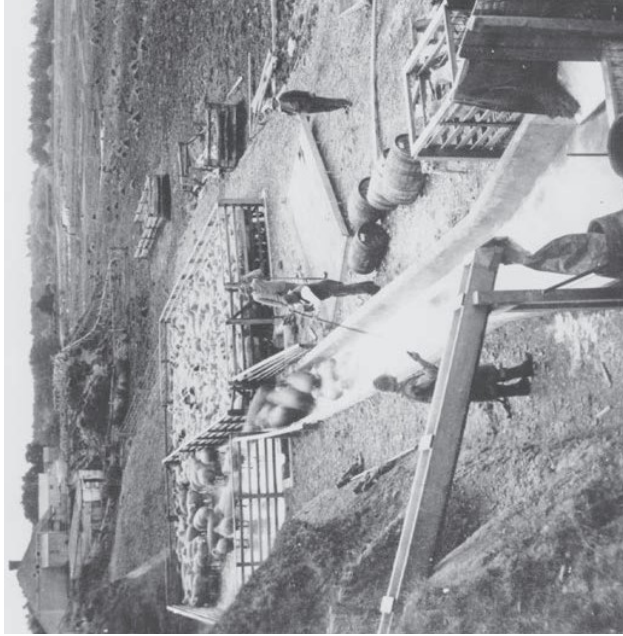
We may also use the information to prioritise sites for further investigation, remediation and management, to aid with planning, and to help assess resource consent applications. These are some of our other responsibilities under the RMA.

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 ET3/101

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:

(03) 353 9007 or toll free
on 0800 EC INFO (32 4636)
email ecinfo@ecan.govt.nz

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.

* '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.



ATTENTION

PROVING YOUR IDENTITY

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

Can you buy a home in New Zealand to live in?

Most overseas people are not able to buy homes in New Zealand to live in, but some can apply to the Overseas Investment Office for consent.

You don't need consent if...



- You are a New Zealand, Australian or Singaporean citizen.
- You have a New Zealand, Australian or Singaporean Permanent Resident visa and live in New Zealand.*
- You have a New Zealand Resident visa and live in New Zealand.*

*You have lived in New Zealand for at least 183 days in the past 12 months.

You must apply for consent to buy one home to live in if...



- You have a New Zealand Permanent Resident or Resident visa and do not live in New Zealand.*
- You have an Australian or Singaporean Permanent Resident visa and do not live in New Zealand.*

*To get consent you'll need to live in New Zealand, and if you stop living here, you'll have to sell.

You can't buy one home to live in if...



- You have a Temporary visa, such as a visitor, student, working holiday, or work visa (you don't have a Permanent Resident or Resident visa).

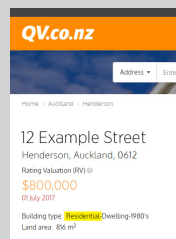
There are other ways you may be able to invest in property.

Check if you can buy

Visit the Ministry of Business, Innovation & Employment website at <https://www.newzealandnow.govt.nz/overseas>

What types of homes are affected?

These laws apply to homes that are classed as 'residential' or 'lifestyle' on the District Valuation Roll. You can check properties on websites, such as www.qv.co.nz, or ask the local council.



Everyone must make a 'Statement'

All buyers must complete a Residential Land Statement to say whether they are eligible to buy. Your conveyancer can help you do this.

If you must apply or cannot buy, it is especially important that you first talk to your conveyancer before you sign the sale and purchase agreement. If you need to sign it urgently, you can make the agreement conditional on the consent of the Overseas Investment Office.

If you need consent, but sign an unconditional agreement without it, you may face significant penalties. If you make a false statement, you could be fined up to \$300,000.

Apply for consent

To apply to the Overseas Investment Office for consent to buy one home to live in visit www.lin.govt.nz/oio/live.

Learn more

This leaflet gives general guidance for people who want to buy a home to live in. There are special rules for overseas people who want to invest in New Zealand property, but not live in it, including buying rental property or land that is rural or next to a lake, river, reserve or the sea.

These rules are complex, and you will need the help of a New Zealand property lawyer. Visit the Overseas Investment Office at www.lin.govt.nz/oio to learn more.

Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





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.