



Information Pack For

5/12 Frankleigh Street, Somerfield



Professionals Christchurch Limited
MREINZ - 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



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



PRIVATE AND SECURE, MOVE IN READY

This townhouse will not disappoint. Tucked away down a private right of way, but close to the amenities of Barrington Mall, as well as offering: Large kitchen/dining area. Separate living area with a heat pump. Two double bedrooms with built-in wardrobes. Separate toilet. Internal access double garage plus off-street parking. Ranchslider out to a private, fully fenced outdoor area.

AGENTS

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

ADDRESS

5/12 Frankleigh Street, Somerfield, 8024

Professionals Christchurch Limited

33 Halswell Road, Hoon Hay

p. 03 338 5924

professionals.co.nz/PROF04594

Licensed REAA 2008



Property Address: 5/12 Frankleigh St.

1. Have you lodged a claim with EQC? Yes / No

2. If yes, what is your EQC claim/s number/s? 2010/080502 2011/055877

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? AA Insurance

7. What is your policy number? AHL 006919891

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: [Signature] Date: 24-10-25 at 3 am/pm
(or authorised signatory)

Vendor: _____ Date: _____ at _____ am/pm
(or authorised signatory)

Date	22 January 2025
Policy number	AHL006919891
Period of insurance	16 February 2025 to 16 February 2026

Page 1 of 2

Policy Schedule

Thanks for insuring your rental home with us. Here's your policy schedule which outlines what you've insured. It should be read together with your policy document found at aainsurance.co.nz/policy-documents so you know what's included in your cover. Please ensure you read this information and our Privacy Policy carefully and let us know if anything is incorrect or incomplete. If you need to make changes, **get in touch** and we'll help you put things right.

Who's insured



*Main Policy Contact

About your cover

Insured address
Flat 5 12 Frankleigh Street Somerfield, Christchurch 8024
Rental home sum insured
\$458,700
Interested party
None

Optional benefits

You've chosen to not include landlord contents cover
You've chosen to not include extended landlord cover

Excess details

The following will always apply in the event of a claim:

Rental home excess.....\$500

The following additional excesses only apply under certain circumstances:

Unoccupied excess..... \$1,000

If your home is unoccupied for longer than 60 days.

Natural hazard excess..... \$5,000

For items not otherwise covered by NHCover.

About your rental home

Type of home:..... Multi Unit

Total size:..... 120sqm

Year built:..... 1997

Number of storeys:..... One

Providing accurate and up-to-date information

You must tell us immediately if any of the following happen:

- you or any owner of your rental home are convicted of any criminal offence
- you or any owner of your rental home have any insurance policy or claim avoided, declined, cancelled, not renewed, or have special terms imposed
- you change the nature of occupancy of your rental home
- your rental home will undergo any structural alterations or structural additions
- you change the use of your rental home.

See your policy document for full details.

Your policy document can be found online at aainsurance.co.nz/policy-documents

Our Financial Strength Rating

AA Insurance Limited has an **AA- Very Strong Insurer Financial Strength Rating** given by Standard and Poor's (Australia) Pty Ltd.

The rating scale is:

AAA Extremely Strong	AA Very Strong
A Strong	BBB Good
BB Marginal	B Weak
CCC Very Weak	CC Extremely Weak
SD Selective Default	D Default
R Regulatory Supervision	NR Not Rated

The rating from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show the relative standing within the major rating categories.

For more information on the above summary of our rating, please visit

spratings.com/understanding-ratings

Privacy Policy

By taking out an insurance policy with AA Insurance:

- You agree to us collecting, holding, using and sharing your information for the purpose of conducting our business, managing claims and providing you with insurance products and services.
- You agree to us sharing your information with, and obtaining your information from other insurance companies, the Insurance Claims Register Ltd, assessors, investigators, suppliers and any other parties that we consider necessary to evaluate and administer any insurance and/or claims.
- You agree to us and our Partner organisations (such as Suncorp New Zealand and the New Zealand Automobile Association Incorporated) and our affiliated organisations sharing your information for the purpose of conducting marketing analysis, market research and sending you information about products and services. This may occur by post, email, SMS or any other means. You can change your preferences at any time by contacting us.
- When you give us information about another person (for example, when a policy is held in a joint or company name), you confirm that you are authorised to do so, and will provide them with a copy of all documentation, including this Privacy Policy.
- We may record and monitor our calls and communications with us for validation, training and quality assurance purposes.
- The information you give us may be stored in electronic format, including in Cloud storage. We will always do our best to ensure your information is securely stored, whether in New Zealand or overseas.
- You can ask us for access to, and correction of information we hold about you at any time pursuant to the Privacy Act.

We're here to
get things sorted.

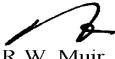
0800 500 213

aainsurance.co.nz



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




R. W. Muir
Registrar-General
of Land

Identifier **CB42D/1077**

Land Registration District **Canterbury**

Date Issued 07 January 1996

Prior References

CB41D/717

Estate Fee Simple - 1/7 share
Area 2409 square metres more or less
Legal Description Lot 1 Deposited Plan 72252
Registered Owners
Wendy Anne Marshall

Estate	Leasehold	Instrument	L A276639.3
		Term	999 years commencing on 23.12.1996

Legal Description Flat 5 Deposited Plan 74381
Registered Owners
Wendy Anne Marshall

Interests

A241523.3 Transfer creating the following easement in gross (affects fee simple)

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey electric power	Lot 1 Deposited Plan 72252 - herein	Part herein	Southpower Limited	

A255674.4 Lease of Flat 2 DP 72950 Term 999 years commencing on 27.8.1996 Composite CT CB42A/1175 issued (affects fee simple)

A255674.2 Lease of Flat 1 DP 72950 Term 999 years commencing on 27.8.1996 Composite CT CB42A/1174 issued (affects fee simple)

A268482.2 Lease of Flat 3 DP 73723 Term 999 years commencing on 23.10.1996 Composite CT CB42C/735 issued - 12.11.1996 at 1.35 pm (affects fee simple)

A268482.4 Lease of Flat 4 DP 73723 Term 999 years commencing on 23.10.1996 Composite CT CB42C/736 issued - 12.11.1996 at 1.35 pm (affects fee simple)

A268482.6 Lease of Flat 7 DP 73723 Term 999 years commencing on 23.10.1996 Composite CT CB42C/737 issued - 12.11.1996 at 1.35 pm (affects fee simple)

A276639.3 Lease of Flat 5 DP 74381 Term 999 years commencing on 23.12.1996 Composite CT CB42D/1077 issued - 7.1.1996 (affects fee simple)

A276639.5 Lease of Flat 6 DP 74381 Term 999 years commencing on 23.12.1996 Composite CT CB42D/1078 issued - 7.1.1996 (affects fee simple)

7229495.2 Mortgage to Bank of New Zealand - 16.2.2007 at 3:50 pm

Approvals: *Christchurch City Council*
 Registered Owners: *Christchurch City Council*
 Pursuant to section 223 Resource Management Act 1991
 Passed on 12th day of November 1997
 The Christchurch City Council has approved the plan of
 subdivision and certifies that this plan is in accordance with
 the requirements and provisions of the Resource Management
 Act 1991 and the Christchurch City Council's
 IN WITNESS WHEREOF THE CHAIRMAN, SEAL OF
 THE CHRISTCHURCH CITY COUNCIL was
 affixed hereon in the presence of:
Christchurch City Council
Christchurch City Council
 Administration Officer

Completion/Compliance/C
 Certificate No. **A276615/1**
 Separate Approval/Consent
 No. _____
 New Titles Issues
WATERLOO C42A/1077
WATERLOO C42A/1078

Areas Restricted as to Use
 Area B with Flats 1 & 2 D.P.F. 72950 &
 Flats 3 & 4 D.P.F. 73123 &
 Area D with 5 & 6 D.P.F. 72950 & Flats
 5 & 6 D.P.F. 73123 & Flats
 Area E with 3 & 4 D.P.F. 73123
 Area H with Flat 5
 Area I with Flat 7 D.P.F. 73123 &
 Flats 5 & 6
 Area K with Flat 7 & Flats
 Area L with Flat 6

I hereby certify that the buildings shown
 hereon are erected in the positions
 shown and are situated within the boundaries
 shown and are within the boundaries
 of the sections 42C/1171, 42A/1174, 42A/1175, 42C/1181,
 42C/1186 & 42C/1187.
Regd Surveyor
 25/11/97

Total Area 2409m²
 Comprised in C57. 410/171, 42A/1174, 42A/1175,
 42C/1186 & 42C/1187.
 I, Colin Edgar Heald
 Registered Surveyor and holder of an annual practicing certificate in who
 may act as a registered surveyor pursuant to section 25 of the Survey Act
 1980 hereby certify that this plan has been made from surveys executed
 by me or by a registered surveyor under my supervision and that the same
 have been made in accordance with the Survey Regulations 1972 in my
 regulations made in substitution thereof.
 Dated at Christchurch this 25th day
 of November 1997.
 Signature *Colin Edgar Heald*
 at 19 1/2
 Field Book 6444 p. B
 Reference Plans D.P.F. 5 79468, 71770, 71262
 S.O. 5 1953/18 10940, D.P.F. 5 72940 & 73123
 Examined *Legal* Correct
 Approved as to Survey
 6/1/97
 A. Russell
 Chief Surveyor

Deposited this 7th day of January 1997
 G.E. Heald Land Registrar
 File
 Received 5-12-96
 DP74381
 Instructions

LAND DISTRICT CANTERBURY
 Survey Blk. & Dist. XV CHRISTCHURCH
 NZMS 261 Sheet Record Map No.

TERRITORIAL AUTHORITY CHRISTCHURCH CITY
 Surveyed by Frizzle & Associates 4732
 Scale 1: 400 Date August 1996

FLATS ERRECTED ON LOT 1 D.P. 72252
 DIAPRAM
 Scale 1:200

FOR OFFICIAL USE ONLY

MEMORANDUM OF LEASE

A 276639.3 L

IN CONSIDERATION of payment of the rent the Lessors lease to the Lessee and the Lessee accepts on lease the flat to be held by the Lessee as lessee and subject to the restrictions conditions and covenants set out in this Lease.

Any term which corresponds to a heading in Schedule A shall where the context requires or admits mean and include the information and particulars which are inserted against that heading in Schedule A.

CONDITIONS

The parties agree that:

- I The covenants conditions and agreements as set out in Schedules A, B, C and D inclusive form part of this Lease.
- II If the heading "staged development area" in Schedule A has been completed then the covenants conditions and agreements set out in Schedule E form part of this Lease.
- III If neither sub-clause (a) nor sub-clause (b) has been deleted in clauses 6, 12, 19 and 22, then sub-clause (a) of such clauses shall form part of this Lease and sub-clause (b) shall not.
- IV If the Lessors are proprietors of a leasehold estate in the land then the covenants conditions and agreements set out in Schedule F shall form part of this Lease.
- V In this lease except where the context does not permit:
 - (a) The expression "the Lessors" shall include and bind:
 - (i) the persons executing this lease as Lessors; and
 - (ii) all the Lessors for the time being under it; and
 - (iii) 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:
 - (i) the person executing this lease as Lessee; and
 - (ii) all the Lessees for the time being under it; and
 - (iii) 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" means any number of Lessors for the time being who together own more than an undivided one-half share in the land.
 - (d) The expression "any building on the Land" means each and every building for the time being erected on the Land.
 - (e) The expression "development work" means all or any of the following:
 - (i) the erection of any new dwelling unit or units on the staged development area;
 - (ii) the erection of any garage and any other buildings normally appurtenant to or associated with any dwelling unit on the staged development area;
 - (iii) installation on the common area of any services required for any of the foregoing;
 - (iv) installation on any restricted area of any services required for any of the foregoing;
 - (v) any activities required for the carrying out of the foregoing including the passage of contractors, motor vehicles, machinery and equipment along the common area and the use of motor vehicles, machinery and equipment on the common area, and where necessary, any restricted area.
 - (f) Words importing one gender shall include the other gender.
 - (g) Words importing the singular or plural number shall include the plural or singular number respectively.
 - (h) The clause headings shall not form part of this lease and shall have no bearing on the construction or interpretation of it.
 - (i) All covenants are joint and several.

SCHEDULE A

LESSORS: Residential Construction Limited at Christchurch, as to a 3/7th share; June Stuchbury Brown of Christchurch, Widow, as to a 1/7th share; Paul John De Roo of Christchurch, Builder, as to a 1/7th share; Peter Hart of Christchurch, Printer, as to a 1/7th share; and Peter Craig Rasmussen of Christchurch, Builder, and Sonya Camille Chaney of Christchurch, Accounts Administrator, as to a 1/7th share

LESSEE: Residential Construction Limited at Christchurch

LESSORS' ESTATE: Fee Simple

LAND REGISTRY: Canterbury

HEAD LEASE:

LAND: Containing 2409m² or thereabouts being Lot 1 D.P. 72252, Certificates of Title 41D/717, 42A/1175, 42A/1174; 42C/735; 42C/736 and 42C/737

Subject To: Transfer A241525/3, Mortgage A217645/2, Leases A255674/2, A255674/4, Leases A268482/2, A268482/4 and A268482/6

DESCRIPTION OF FLAT: Flat 5 on D.P. 74381

TERM OF LEASE 999 years commencing on the 23rd day of December 1996

RENT: 10 cents per annum payable yearly in advance if demanded in writing by the Lessors before the commencement of the year for which it is payable.

RESTRICTED AREA: That part of the land on D.P. 74381 marked "H".

~~STAGED DEVELOPMENT AREA: That part of the land on D.P. 74381 marked "B", "D", "E", "I".~~

COMMON AREA: That part of the land on D.P. 74381 marked "Common Area".

LAND SHARE: A 1/7th share.

~~MAXIMUM NUMBER OF DWELLING UNITS FOR STAGED DEVELOPMENT AREA~~

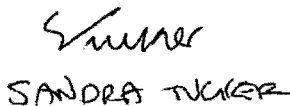
LEASE executed this 20th day of December 1996.

EXECUTED by the LESSORS)
(by the affixing of its Common-)
Seal) in the presence of:)
JUNE STUCHBURY BROWN)
in the presence of:)



A A Timu
Senior Trust Officer
Public Trust
Christchurch

EXECUTED BY THE LESSEE) and LESSOR Residential Construction Limited
(by the affixing of its Common-)
Seal) in the presence of:)


SANDRA TUCKER

Legal Executive to:
T. D. Anderson, Solicitor
CHRISTCHURCH


Paul John De Roo Director


Peter Craig Rasmussen Director



SCHEDULE B

(LESSEES COVENANTS)

THE LESSEE COVENANTS WITH THE LESSORS:

1. **PAYMENT OF RENT**
To pay the rent in the manner and at the times provided.
 2. **PAYMENT OF EXPENSES**
Upon demand in writing by the Lessors or their agents to pay to the Lessors or a person nominated by them or a majority of them:
 - (a) The whole of the costs and expenses properly incurred by the Lessors in respect of the flat.
 - (b) A land share of all costs and expenses properly incurred by the Lessor in respect of the land including any costs and expenses incurred pursuant to clauses 16(a) and 16(b) hereof.
 - (c) The whole of the cost of any repairs or work to any part of any building on the land, the electrical and plumbing equipment, drains or other amenities serving it or in respect of any part of the land if the repairs or work are necessary or required as a result of any wilful or negligent act of the Lessee or the Lessee's servant, agents or invitees or any person residing in the flat.
 3. **RESTRICTIONS ON USE**
 - (a) To use the flat for residential purposes only. The Lessee 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 land.
 - (b) Not to bring into or keep on the land or in the flat any pet or animal which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building or which may create a nuisance.
 4. **NOT TO CREATE FIRE OR OTHER HAZARDS**
 - (a) Not to bring into or keep in the flat any goods or any substance of a dangerous or combustible nature.
 - (b) Not to 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 cover on any part of any building on the land or which may make void or voidable any insurance cover.
 5. **TO COMPLY WITH STATUTES**
Not to use the flat for any illegal purposes and to comply with all statutes, regulations and by-laws of any local authority in so far as they affect the flat.
 6. **MAINTENANCE OF EXTERIOR AND INTERIOR BY LESSEE**
 - (a) At the Lessee's own cost and expense to 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 exclusively serving the flat. Where any part of the flat or the electrical and plumbing equipment, drains, or other amenities serving the flat also relate to or serve any other flat erected on the land then they shall be maintained in good order condition and repair by the lessee together with the lessees of the other flats to which they relate or which are served by them and the cost of so doing shall be borne by the lessee and the lessees of such other flats in such shares as may be fair and reasonable having regard to the use and benefit derived from that equipment, drain or amenity.

OR

 - (b) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair the interior of the flat (including the doors, windows and fittings of any kind but not any part of the structure, framework or foundations) together with any electrical and plumbing, equipment and any drains exclusively relating to or serving the flat.
6. **MAINTENANCE OF INTERIOR ONLY BY LESSEE**
 - (b) At the Lessee's own cost and expense to keep and maintain in good order, condition and repair the interior of the flat (including the doors, windows and fittings of any kind but not any part of the structure, framework or foundations) together with any electrical and plumbing, equipment and any drains exclusively relating to or serving the flat.
7. **TO KEEP COMMON AREAS CLEAR AND TIDY**
 - (a) Not to leave or place in the passageways or stairways (if any) of any buildings on the land or in any parking area, driveway, turning area or in the grounds surrounding any building on the land, any obstructions of any kind.
 - (b) Not to deposit any refuse or rubbish on any part of any buildings on the land or grounds except in proper containers and in the area set aside for that purpose by the Lessors.
 - (c) Not to park or leave any vehicle or other thing on any part of the land so as unreasonably to obstruct its use by any other lessee or persons lawfully entitled to use it and not to permit or suffer any servant, agent or visitor of the Lessee to do so.
8. **TO PAY FOR SERVICES TO FLAT**
Duly and punctually to pay all charges for water, electricity, gas or other supplies or services relating solely to the flat.
9. **NOT TO MAKE ANY STRUCTURAL ALTERATIONS OR ADDITIONS TO THE FLAT**
 - (a) Not to erect on any part of the land any building, structure or fence, nor to alter, add to or extend any existing building on the land without the prior written consent of the Lessors. Such consent shall not be unreasonably or arbitrarily withheld.
 - (b) If any addition or alteration proposed by the Lessee shall have the effect of altering the external dimensions of the flat, the Lessee shall upon receiving the Lessors' consent prepare and have deposited in the Land Transfer Office at the Lessee's own cost a flat plan of the alterations or additions and upon deposit of the plan, surrender this lease and execute a new lease in substitution therefore. The lessors shall at the Lessee's cost execute such surrender of lease and the new lease in substitution therefore and the Lessee shall thereupon forthwith register the same. The cost of obtaining any necessary mortgagees' consents shall be borne by the Lessee.
10. **USE OF RESTRICTED AND COMMON AREAS**
Not without the written consent of the Lessors to use or enjoy, in any way, any part of the said land except:
 - (a) the flat,
 - (b) that part of the land relating to the flat marked or shown as restricted area,
 - (c) that part of the land marked or shown as common area on the flat Deposited Plan, but only for the purposes of access for vehicles or pedestrians.
11. **PRESERVATION OF LESSEES RESTRICTED AREA**
To keep, at all times all that part of the said land and all amenities thereon relating to the flat marked or shown as restricted area, in a neat and tidy condition and in good repair.
12. **SEPARATE INSURANCE EFFECTED BY LESSEE**
 - (a) To effect and at all times keep current, in the joint names of the Lessors and Lessee for their respective rights and interests, a separate replacement insurance policy (including fire, earthquake and flood risks) for the flat and its appurtenant amenities.

OR

- (b) **PAYMENT OF PREMIUM ON REPLACEMENT POLICY EFFECTED BY LESSORS**
To pay to the Lessors or a person nominated by them or by a majority of them a land share of the premium and other moneys payable in respect of the policy of insurance to be affected by the Lessors under Clause 19. In any case where by arrangement between the Lessors and the insurance company the premium in respect of each flat on the land is assessed and payable separately, to pay the separate premium whenever it is due direct to the insurance company and if and whenever required by the the Lessors to produce to the Lessors the receipt for that premium.
13. **PAYMENT OF RATES**
To pay all charges and rates separately levied in respect of the flat and the Lessee's undivided share in the fee simple of the land provided that if no separate charges or rates are so charged or levied then the Lessee will pay to the Lessors a land share of the charges and rates charged or levied in respect of the whole of the said land, and any buildings on the land.
14. **LESSEE'S OWNERSHIP OF SHARE IN THE LAND**
To remain the owner of the land share in land while the Lessee continues to be a Lessee under this Lease. If the Lessee (unless expressly authorised to do so) deals with either the Lessee's interest in the flat or his interest in the land in such a manner that the flat and the land are not owned by the same person then this Lease shall immediately determine but without discharging the Lessee from payment of any moneys owing by the lessee or releasing the lessee from any liability arising from any breach previously committed by the lessee. This clause does not apply to the first Lessee under this Lease.

SCHEDULE C

(LESSORS COVENANTS)

THE LESSORS COVENANT WITH THE LESSEE:

15. **QUIET ENJOYMENT**
Provided that the Lessee shall perform and observe all and singular the covenants and conditions on the lessee part contained and implied in this lease the Lessee shall quietly hold and enjoy the flat without any interruption by the Lessors or any person claiming under them.
16. **MAINTENANCE BY THE LESSORS**
 - (a) To keep in good order, repair and condition:
 - (i) Such part of any buildings on the land including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities as are not the responsibility of any lessee, under any of the leases granted in respect of any flat on the land.
 - (ii) Such parts of the land including the grounds, paths, driveways, fences, swimming pools and other common amenities as are not the responsibility of any lessee, under any of the leases granted in respect of any flat on the land.
 - (b) And to manage and maintain to a high standard all those parts of any buildings and land which are not the responsibility of any lessee. In the performance of this covenant, the Lessors or their agents have the right if necessary to enter any flat or any part of the said land to carry out any work upon giving reasonable notice to the Lessee.
17. **LEASE OF OTHER FLATS**
 - (a) To lease any other flats on the land only on terms similar mutatis mutandis to those set forth in this lease.
 - (b) Whenever called upon by the Lessee to do so, to enforce the due performance and observance by the Lessee of any other flat of all obligations cast on that lessee by the lease of that other flat. For that purpose, the Lessors irrevocably appoint the Lessee for the time being their attorney and in their name to do all such acts and things and in particular but not in limitation to serve notices and institute proceedings necessary for the proper compliance by the Lessors with the obligations cast on them by this clause.

SCHEDULE D

(MUTUAL COVENANTS)

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:

18. DETERMINATION OF LEASE FOR DEFAULT

If and whenever the Lessee commits any breach or makes any default in the observance or performance of any of the covenants, conditions and restrictions contained in this Lease and does not remedy that 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 to re-enter the flat or any part of it in the name of the whole and to determine this lease and the estate and interest of the Lessee under it and to expel and remove the Lessee but without releasing him from any liability for any previous breach, non-observance or non-performance of any of the covenants, conditions and restrictions contained or implied in the lease. Any 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 every mortgagee of this Lease if the Lessors have actual notice of the address of the mortgagee before or within seven days after the date of service of the notice on the Lessee.

19. REINSTATEMENT BY LESSEE (where Clause 12(a) applies)

(a) If the flat is destroyed by any cause whatsoever during the term of the lease the Lessee shall with all reasonable despatch repair and make good that destruction or damage to the reasonable satisfaction of the Lessors, or any majority of them. The cost of so doing shall be borne by the Lessee. If any part of any building on the land not held by a lessee pursuant to any lease is damaged or destroyed then the Lessors shall with all reasonable despatch repair and make good such damage or destruction. The Lessee shall bear a land share of the cost thereof.

(b) REINSTATEMENT BY THE LESSORS (where Clause 12(b) applies)

The Lessors shall in the name of the Lessors and the Lessee for their respective rights and interests insure and keep insured all buildings on the land against fire, flood and earthquake and such other risks as are normally covered by a prudent owner for the full amount available under a replacement policy and (subject to reimbursement by the Lessee as set forth in Clause 12(b)) shall pay the premiums on that policy as they become due. If any of the buildings are damaged or destroyed from any cause whatever the Lessors shall with all reasonable despatch repair and make good any damage or destruction. If the moneys received under any policy or insurance are insufficient to repair and reinstate the buildings then the Lessee will bear a land share of the insufficiency unless the damage or destruction was caused by the negligence of one or more of the Lessors in which case the insufficiency shall be borne by that party or parties.

20. RESTRICTION ON LESSORS' USE

The Lessors, other than the Lessee, will not during the term hereby created be entitled to use occupy or enjoy the restricted area TO THE INTENT that the foregoing restrictive covenant will at all times during the term of this lease remain appurtenant to the estate and interest of the Lessee in the flat for all purposes connected with the use occupation and enjoyment of the Flat and the Lessee shall at all times keep the restricted area in a neat and tidy condition and in good repair PROVIDED HOWEVER that the Lessors will be entitled to enter upon the restricted area to the extent that may be necessary in order to effect repairs and maintenance to the flat or to any buildings on the land or to any services to such flat or building PROVIDED HOWEVER that nothing hereinbefore contained shall prevent the Lessors or the Head Lessors for the time being from exercising all or any of their rights and powers of re-entry into possession and all or any other rights or powers conferred upon them as Lessors or Head Lessors hereunder.

21. LESSORS NOT LIABLE FOR WATER DAMAGE

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 any buildings on the land or the flat or by rainwater entering the flat.

22. SUBLETTING BY LESSEE

(a) The Lessee shall be entitled to let the flat only to a reputable and solvent sublessee. The Lessee shall ensure that any sublessee first enters into a tenancy agreement with the Lessee whereby the sublessee 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 of this lease.

OR

RESTRICTED SUBLETTING BY LESSEE

(b) The Lessee shall not without the prior consent in writing of the Lessors or a majority of the Lessors first had and obtained for that purpose on every occasion sublet or part with the possession or occupation of the flat or any part of it but such consent shall not be unreasonably or arbitrarily withheld in any case where:

- (i) The proposed subletting is for a term not exceeding one year during which period the Lessee is unable to personally occupy the flat, and,
- (ii) The proposed subletting is to a reputable and solvent person who first enters into a Deed of Covenant with the Lessors to observe, perform and fulfill all the obligations of the Lessee under the lease and to be bound by the provisions of this present clause such Deed of Covenant to be prepared by the solicitor for the Lessors at the cost and expense of the Lessee.

Any underletting within the meaning of Sub-section (2) of Section 109 of the Property Law Act 1952 without consent shall constitute a breach of this clause.

23. PERFORMANCE OF LESSEE'S COVENANTS BY LESSORS

(a) If the Lessee at any time fails to perform or observe any covenant, condition or restriction contained or implied in this lease the Lessors may but are not bound to:

- (i) Pay any moneys which the Lessee ought to have paid.
- (ii) Do all or any acts or things which the Lessee ought to have done.
- (iii) Enter into the flat or any part of it if reasonably necessary for the purpose of this clause.

The Lessors may exercise any powers contained in this clause by their agents, servants, contractors or workmen.

(b) The Lessee shall in such event immediately on demand pay to the Lessors:

- (i) All moneys so paid by the Lessors; and
 - (ii) The costs, charges and expenses of each performance and observance by the Lessors.
- (c) Until such payment is made by the Lessee any amount paid by the Lessors shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of the average of the overdraft interest rate from any three Trading Banks computed from the date or respective dates of the moneys being expended until payment to the Lessors.
- (d) For the purposes of this clause the word "Lessors" shall be deemed to mean Lessors other than the Lessee. The powers conferred by this clause may be exercised by a majority of the Lessors. The powers of this clause are without prejudice to the Lessors' other powers if any.

24. POWER OF SALE OF LESSEE'S INTEREST BY LESSORS

(a) If this lease is determined in any manner then:

- (i) The Lessee shall at the direction of the Lessors sell the Lessee's share in the land to such person and at such consideration as may be nominated by the Lessors and shall execute all documents required to complete any sale; and
- (ii) The Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's share in the land but shall not be liable to the Lessee in respect of any loss however incurred; and
- (iii) The proceeds of the sale shall be paid to the Lessors who shall be entitled to deduct from the proceeds:
 - (1) All moneys owing by the Lessee to the Lessors; and
 - (2) All expenses and costs incurred by the Lessors in connection with the arranging of the sale and the completion of it; and
 - (3) All rates, charges and outgoings due and owing by the Lessee; and
 - (4) All mortgages, charges and encumbrances on the Lessee's interest in the land and flat and any other buildings on the land.

The balance of the proceeds shall be paid to the Lessee by the Lessors.

(b) The Lessee irrevocably appoints the Lessors to be the Lessee's attorneys for the purpose of doing any act, matter or thing or executing any document required in connection with the sale of the Lessee's share in the land.

(c) 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. The Lessee agrees to allow, ratify and confirm whatever the Lessors do or agree to do by virtue of any of the powers conferred on them.

(d) For the purposes of this clause the word "Lessors" means Lessors other than the Lessee.

25. NON-MERGER

There shall be no merger of this lease with the Lessee's fee simple estate in the land.

26. ARBITRATION

If any dispute or question or difference arises between:

- (a) The parties to this lease; or
 - (b) Their respective representatives or assigns; or
 - (c) One of the parties and the representatives of any other;
- and the dispute relates to:

- (i) This lease; or
- (ii) Any clause or thing contained or implied in it; or
- (iii) The construction of this lease; or
- (iv) The duties or liabilities of any party in connection with the land, or the flat, or any other buildings on the land; or
- (v) The use or occupation of the land, or the flat, or any other buildings on the land.

then and in every such case the matter in difference shall be referred to the arbitration of two or more arbitrators and their umpire (one arbitrator to be appointed by each party to the dispute) in accordance with the Arbitration Act 1908 and its amendments or any Act in substitution for it.

27. PROCEDURE FOR DECISIONS

If the Lessee or any of the Lessors require any matter or thing to be done by the Lessors which the Lessors are empowered to do under this lease or by their rights and powers as owners of the land, the flat or any other buildings on the land or which may be desirable for the efficient and harmonious administration of the land, the flat and any other buildings on the land the following procedure shall be carried out:

- (a) That Lessee or Lessors shall give notice in writing setting out the proposed action.
- (b) Notice to the Lessors shall be served upon each Lessor other than the Lessee. Notice to the Lessee shall be served on the Lessee and if there is more than one Lessee notice to one shall be notice to all. Service may be made either personally or by leaving it at or posting it to the last known respective place of abode or address of the other Lessors or the Lessee as the case may be. If service is effected by post it shall be sent by registered letter and service shall be deemed to have been effected on the day after posting. Where two or more parties are to be served, the date of service shall be the date the last notice is deemed to have been served under this sub-clause.
- (c) The parties shall be bound by any decision arrived at under the provisions of this clause and shall give all reasonable assistance in the carrying out and implementation of that decision.
- (d) If the proposed action is not agreed to unanimously within fourteen (14) days after the date of service of the notices that matter shall be deemed to be a question to be arbitrated under clause 26.

28. **NON-DEVOLUTION OF LIABILITY**

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 interests both as Lessee and as Lessor to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements expressed or implied in the lease but without releasing the Transferor from any liability which may have arisen prior to the registration of the Memorandum of Transfer. After the registration of any Memorandum of Transfer the obligations expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by the Transferee and the Lessors shall have no recourse to the Transferee's antecedents in title.

SCHEDULE E

(SPECIAL COVENANTS FOR STAGED DEVELOPMENT)

IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:

29. **INTERPRETATION**

In the following clauses in this Schedule of this Lease and subject to the provisions of Clause 34(a) the expression "the Developing Owners" shall mean (to the exclusion of any other person or persons) those Lessors who are the registered proprietors of an undivided share in the fee simple estate in the land which exceeds the aggregate of the Land Shares set forth in Schedule A of the lease or leases under which those persons are the Lessees (if any).

30. **DEVELOPMENT OF AREA FOR STAGED DEVELOPMENTS**

The Developing Owners shall be entitled at any time to carry out on the staged development area any development work and in respect of all the development work so carried out the following provisions shall apply:

- (a) the development work shall comply at all times with the statutory and local authority requirements; and
- (b) the Developing Owners after commencing the development work shall continue with all reasonable speed, shall take all reasonable steps to minimize any inconvenience to the Lessee, and any damage or disruption to the common area and the restricted area.
- (c) the development work shall conform in all respects to the requirements set forth in any agreement for the time being in force between the Developing Owners and the Lessee; and
- (d) the Developing Owners and their respective agents workmen contractors and employees, and other persons authorised on behalf of the Developing Owners may enter on and remain on the common area the restricted area and the staged development area at all reasonable times with or without machinery motor vehicles and equipment necessary or desirable to carry out the development work provided that the Developing Owners shall enter on to the restricted area only to the extent that is reasonably necessary to enable the Developing Owners to carry out the development work; and
- (e) as soon as reasonably practicable, the common area and any restricted areas shall be reinstated to the same condition as they were prior to the development work; and
- (f) the development work and reinstatement shall be carried out at the expense in all things of the Developing Owners; and
- (g) the number of dwelling units comprised in the development work on the staged development area shall not exceed the Maximum Number set forth in Schedule A.

31. **NEW LEASE AND COMPOSITE CERTIFICATES OF TITLE FOR DEVELOPMENT WORK**

In relation to the development work, the Lessee shall as co-lessor at the expense of the Developing Owners when requested to do so by the Developing Owners, do all things properly required by the Developing Owners to enable the Developing Owners to carry on the development work, and obtain the issue of a separate composite Certificate of Title for each new dwelling unit and its associated buildings erected on the staged development area as a result of the development work and in particular, but without limiting the generality of the foregoing the Lessee shall:

- (a) execute and obtain any consents required for such development work; and
- (b) execute any plans and obtain any consents as shall be required to enable the deposit of a flats plan for such development work; and
- (c) execute any documents and leases in respect of the buildings erected on the staged development area as a result of the development work so as to create a leasehold estate for a term corresponding with the unexpired period of this lease, in respect of each new dwelling unit and its appurtenant or associated buildings erected as a result of the development work; and
- (d) Arrange for the production of the Lessee's composite Certificate of Title and obtain the consent to the lease of any mortgagee of the Lessee's fee simple estate;

PROVIDED HOWEVER THAT:

- (i) any new lease or leases so created shall otherwise contain the same terms and conditions mutatis mutandis as are contained in this lease; and
- (ii) the costs herein before referred to in this lease shall be the reasonable costs of the Lessee's solicitor having regard to the lease being in the form referred to in paragraph (i); and
- (iii) the lease shall be prepared by the Developing Owners solicitor.

32. **POWER OF ATTORNEY FROM LESSEE**

In consideration of the granting to the Lessee of this Lease the Lessee doth hereby irrevocably nominate constitute and appoint the Developing Owners and any nominee of the Developing Owners to be the true and lawful attorneys and attorney of the Lessee both as Lessee and as registered proprietor of any interest in the fee simple of the said land and on behalf of the Lessee as Lessee and/or as such registered proprietor and as fully and effectively as the Lessee either as a Lessee and/or as such registered proprietor could do if personally present to execute for the Lessee in any capacity the lease referred to in Clause 31 and to sign and use the name of the Lessee in any capacity to such lease and to do all such other acts and things (including signing any new flat plan) as shall be necessary or desirable to effect registration of the lease or leases.

33. **POWER OF ATTORNEY ON TRANSFER BY EITHER DEVELOPING OWNER OR LESSEE**

In the event of the Lessee or the Developing Owners transferring or otherwise disposing of the whole or any part of their respective share in the fee simple estate in the said land, then on the occasion of each such transfer or other disposition;

- (a) A power of attorney shall be executed whereby the Lessee or the Lessee's transferee or disposee as the case may be, appoints the Developing Owners' or the Developing Owners transferee or disposee as the case may be the attorney of this Lessee or Lessee's transferee or disposee on the same basis and with the same powers as are set forth in Clause 32 of this lease.
 - (b) The power of attorney shall be prepared by the solicitors for the Developing Owners and shall be given and executed prior to the registration of the transfer or other disposition. A copy of the power of attorney shall forthwith thereafter be deposited in the Land Transfer Office.
 - (c) The costs of preparation stamping and registration of the power of attorney shall be borne by the person transferring the interest in the fee simple estate in the land.
 - (d) The reference in this clause to a transfer or other disposition by the Lessee or the Developing Owners of the whole or any part of their respective share in the fee simple estate in the land shall extend to and include the exercise by any mortgagee or other person of a power of sale in respect of a share in the fee simple estate in the land.
- Nothing contained in this clause shall prejudice or affect in any manner the generality operation or subsistence of Clause 32 of this Lease.

34. **TERMINATION OF STAGED DEVELOPMENT CLAUSES**

- (a) Once the leases of all the dwelling units to be comprised in the development work are registered Clauses 31, 32, and 33 shall have no further force or effect, and thereafter for the purpose of construing or interpreting Clause 30 the expression "the Developing Owners" shall mean the person or persons who carried out the development or the relevant part thereof.
- (b) Once the development work in relation to all the dwelling units to be comprised in the development work is completed, Clause 30 shall have no further force or effect except in respect of the Developing Owners' obligations thereunder.

SCHEDULE F

(SPECIAL COVENANTS FOR LEASEHOLD ESTATES)

IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:

35. **INTERPRETATION**

In this schedule where the context permits:

- (i) the expression "Head Lease" means the Head Lease referred to in Schedule A.
- (ii) the expression "Fee simple" where they occur in Schedules A, B, C, D and E shall unless inconsistent with the context refer to and include the leasehold estate, created by the Head Lease.

36. **LESSEE TO PAY SHARE OF HEAD LEASE RENT**

The Lessee will upon demand in writing by the Lessors pay to the Lessors or to any person nominated by the Lessors or a majority of the Lessors a land share of the rent from time to time payable under the Head Lease and any other moneys expended by the Lessors in the performance of their obligations under it or in or about any renewal of it as provided in this lease.

37. **LESSEE TO OBSERVE TERMS OF HEAD LEASE**

The Lessee will from time to time and at all times observe perform and keep all and singular the covenants agreements and conditions contained and implied in the Head Lease so far as they affect the flat and will save and keep harmless and indemnified the Lessors from and against all costs claims damages expenses actions and proceedings for or on account of breach of covenant or otherwise under the Head Lease as shall be occasioned by breach by the Lessee of any covenant condition or agreement contained or implied in this Lease and on his part to be observed performed or fulfilled.

38. **LESSORS TO PAY RENT AND OBSERVE COVENANTS**

The Lessors will throughout the term of this lease pay the rent reserved by and duly and punctually perform and observe all and singular the covenants and provisions expressed or implied in the Head Lease and on the part of the Lessee to be performed and observed under it and will not do omit or suffer any act or thing whereby or in consequence of which the power of re-entry into possession or any of the incidental ancillary or subsidiary powers vested in the Head Lessor by the Head Lease shall or may become exercisable.

39. **RIGHTS OF RENEWAL**

The Lessors will from time to time and so often as required and at all proper times for so doing give all notices, do all things, execute all documents and pay all costs, charges and expenses as shall or may be necessary or desirable to procure from the Head Lessor a renewal of the Head Lease. Whenever a new Head Lease is procured the Lessors will at the cost and expense of the Lessee deliver to the Lessee and the Lessee shall accept and take in substitution for this present sublease or (as the case may be) for the then last preceding sublease of the flat a sublease for the term of the newly granted Head Lease less the last day at the same land share of rent and upon with and subject to the same covenants, agreements, conditions and provisions as are contained and implied in this lease including this clause. For the better enabling the Lessee to secure and enjoy the benefit of this clause the Lessors for the time being JOINTLY AND SEVERALLY IRREVOCABLY NOMINATE CONSTITUTE AND APPOINT the Lessee for the time being the Attorney of them and each of them and in their name and in the name of each of them to give all notices and to do all acts matters and things and to make all appointments and to pay all cost charges and expenses and to give, make execute and deliver all documents and paper writings as shall be desirable necessary or expedient for the purpose of this or the Head Lease.

EXECUTED by the LESSORS
PAUL JOHN DE ROO in the
presence of:



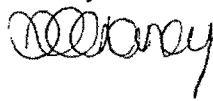

SANDRA TUCKER
Legal Executive to:
T. D. Anderson, Solicitor
CHRISTCHURCH

EXECUTED by the LESSORS
PETER HART in the presence of:




I. A. PRINGLE
SOLICITOR
CHRISTCHURCH

EXECUTED by the LESSORS
PETER CRAIG RASMUSSEN
and SONYA CAMILLE CHANEY
in the presence of:


SANDRA TUCKER
Legal Executive to:
T. D. Anderson, Solicitor
CHRISTCHURCH

Correct for the purposes of the Land Transfer Act 1952

M. J. J. J.
Solicitor for the Lessee

To the District Land Registrar

1. It is requested that you note the Lessors' Land Covenant contained in Clause 20 of the within lease against the fee simple title to the land.
2. Please issue a composite Certificate of Title for the share in the fee simple and leasehold interest of
Flat

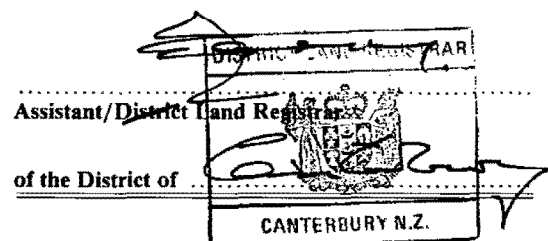
Certificate of Title

having been allocated.

3. 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 the Act, and that the provisions of subsection (2) of that section do not apply.

M. J. J. J.
Solicitor for the Lessee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.



**MEMORANDUM
OF
LEASE**

**Composite Certificate of Title issued
for the Lessee's interest in within Lease
and share in Fee simple Estate
see Volume 42A Folio 1077**

SOLICITOR PREPARING LEASE:

T.D. ANDERSON
P.O. BOX 3103
(287 DURHAM STREET)
CHRISTCHURCH

REGISTER
12.17 07.JAN97 A 276639 / 2
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST. LAND REGISTRAR



5/12 Frankleigh Street, Somerfield, Christchurch



Property Titles

7

Land Parcels

7

Addresses

1

Building Outlines

1

EQC Claims

2

LAND ZONING

4

Foundation Technical Category (TC2)

1

District Plan

1

Clean Air Zone

1

CWMS

1

HAZARDS

SCHOOLS

CONSENTS

LOCAL ATTRACTIONS

COUNCIL SERVICES

PHOTOS



Property Information

Property address	5/12 FRANKLEIGH STREET, SPREYDON, CHRISTCHURCH
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Legal description	FLAT 5 DP 74381 ON LOT 1 DP 72252
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Property area (hectares)	0.0000
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Valuation number	22612 04500 E
-------------------------	---------------

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	\$260,000
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+ Value of improvements	\$320,000
-------------------------	-----------

= Capital value	\$580,000
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Rates information

Rate account number	73020727
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Current rating year	2025/2026
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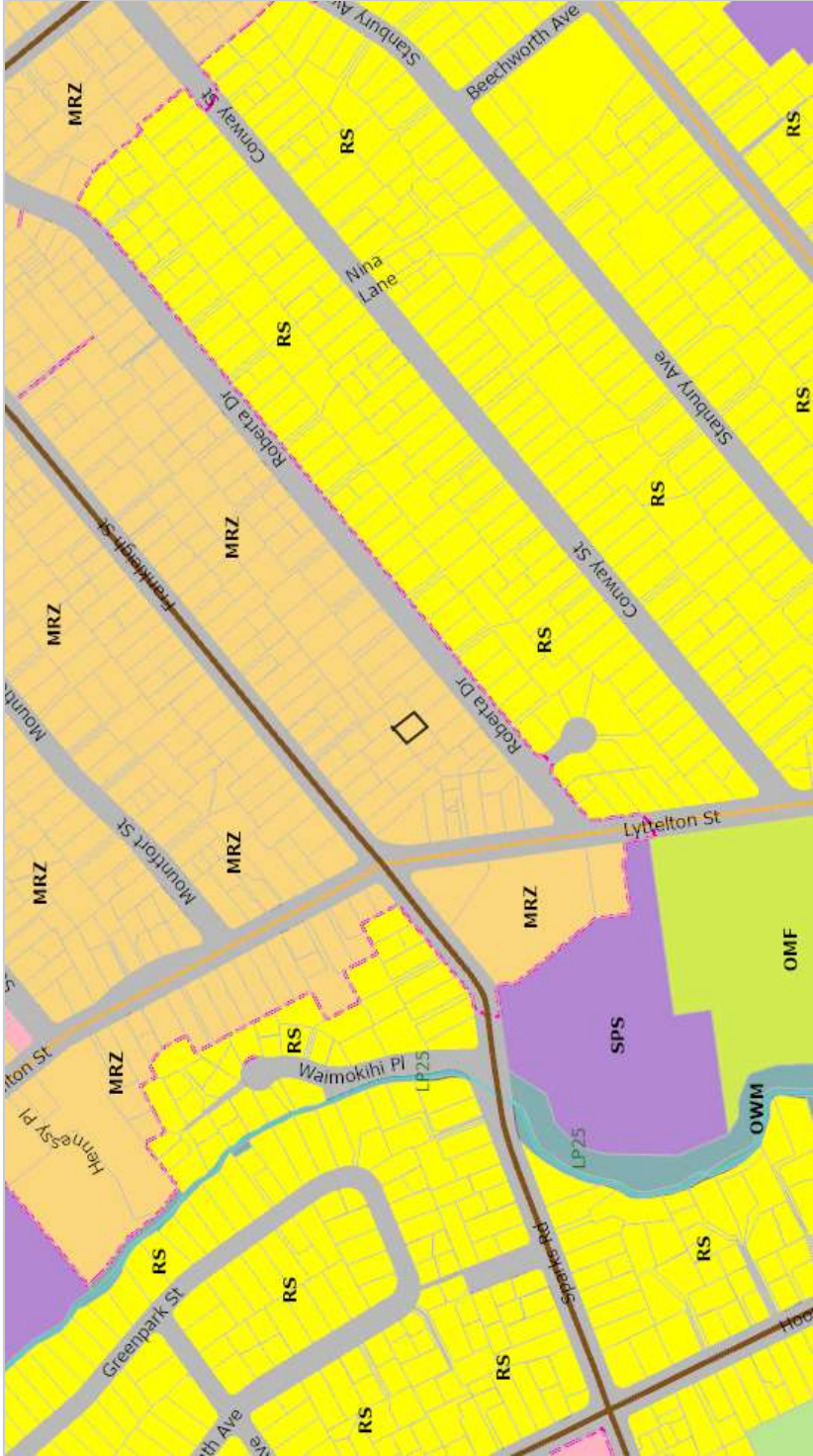
Current year rates instalments	Instalment 1: \$901.93 Instalment 2: \$901.93 Instalment 3: \$901.93 Instalment 4: \$902.15
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Current year's rates	\$3,607.94
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Up-to-date valuations: Amended valuations, as a result of new improvements to a property or settled objections, may not show on our website for up to 3 weeks.



Christchurch District Plan Property Search All Layers



Map Legend

Land Use Zones	
Labels	Zone Labels
Zone	Zone
OCF	Open Space Community Parks Zone
OMF	Open Space Metropolitan Facilities Zone
OWM	Open Space Water and Margins Zone
RS	Residential Suburban Zone
SPC	Specific Purpose (Cemetery) Zone
SPS	Specific Purpose (School) Zone
	Transport Zone
	City centre zone
MRZ	Medium Density Residential Zone
NCZ	Neighbourhood Centre Zone
Other Notations	
Road Hierarchy	
	Collector
	Major Arterial
	Minor Arterial
	Central City Local Distributor
	Central City Main Distributor
	Urban Intensification Area
	Urban Intensification Area
Qualifying Matters	
District Plan Waterway	

5/12 Frankleigh 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	
Zone	Zone
MRZ	Medium Density Residential Zone
Other Notations	
Urban Intensification Area	
Urban Intensification Area	
Residential Overlays	
Residential Suburban Density Transition Overlay	
Natural Hazard Overlays	
Liquefaction Hazard	
Liquefaction Management Area (LMA)	

This property is on the following planning maps: [45](#)

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.

- Downstream Waterway (except Mona Vale)
- Downstream Waterway (Mona Vale)
- Environmental Asset Waterway
- Electrical Transmission Corridors
- Electricity Transmission Corridors and Infrastructure



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 ENQ435640

Date generated: 20 October 2025
Land parcels: Lot 1 DP 72252



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**

Site number	Name	Location	HAIL activity(s)	Category
26345	14 Frankleigh Street, Barrington - Glasshouses	14 Frankleigh Street, Barrington	A10 - Persistent pesticide bulk storage or use;	Not Investigated

More detail about the sites

Site 26345: 14 Frankleigh Street, Barrington - Glasshouses (Intersects enquiry area.)

Category: Not Investigated
Definition: Verified HAIL has not been investigated.

Location: 14 Frankleigh Street, Barrington
Legal description(s): Lot 1 DP 72252

HAIL activity(s):

Period from	Period to	HAIL activity
Pre 1965	Pre 1994	Persistent pesticide bulk storage or use including sports turfs, market gardens, orchards, glass houses or spray sheds

Notes:

3 Oct 2013

Area defined from: 1965-1994 ECan Aerial Photo

Note: Glass houses were noted in the aerial photographs reviewed.



Investigations:

There are no investigations associated with this site.

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.

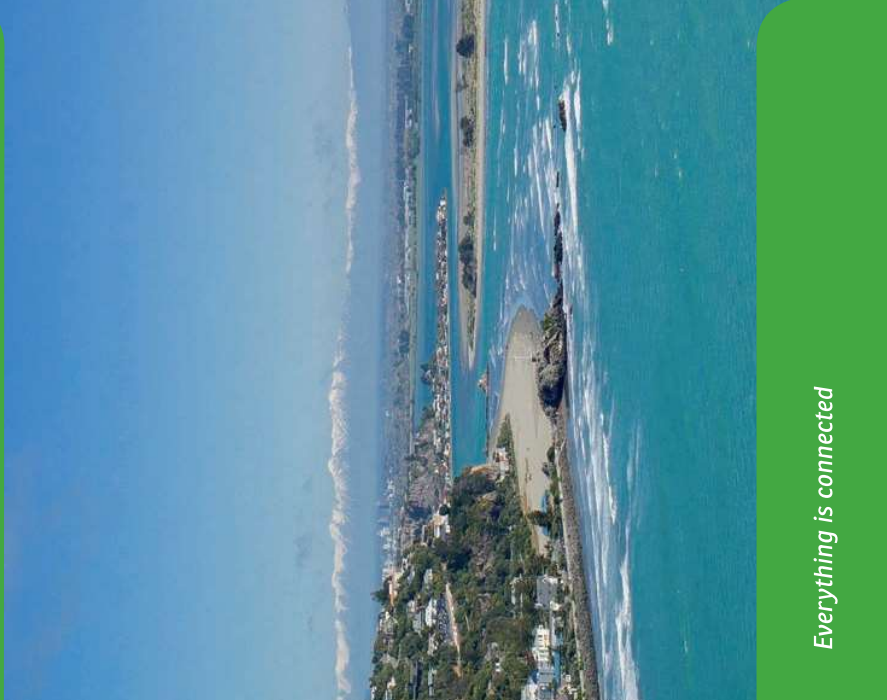
Please refer to the Site Categories and Definitions factsheet for further information.

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.

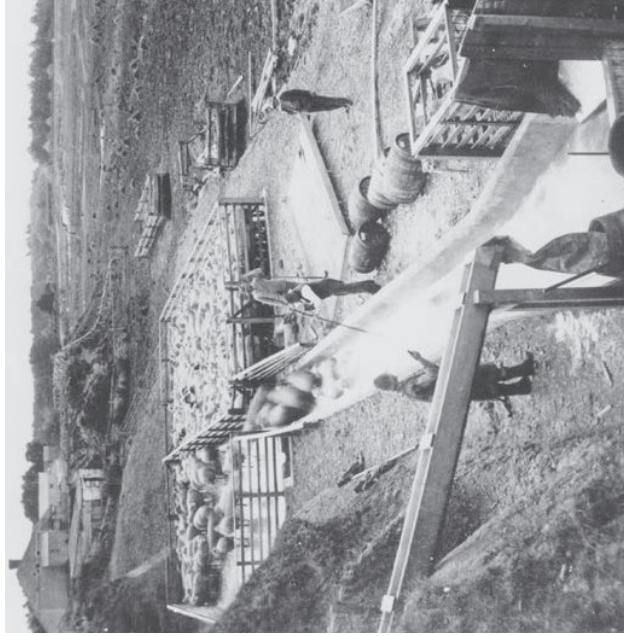
If you are conducting an environmental investigation or removing an underground storage tank at your property, you will need to comply with the rules in the Regional Plan and send us a copy of the report. This means we can keep our records accurate and up-to-date, and we can assign your property an appropriate 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 E13/101

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

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.



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

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.

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.

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).

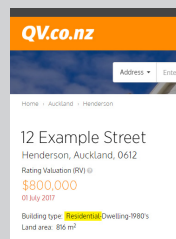
There are other ways you may be able to invest in property.

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.