



Bucklands Beach 1/7 Pinero Place

When location and style mix - You get this!

Terms of Supply

Property Address: 1/7 Pinero Place, Bucklands Beach, Auckland

Information Supplied: Land Title Document & Lease / LIM / REAA Sale and Purchase Guide / Auction Documents / Rental Appraisal

By accepting the information above from Bayleys Real Estate Ltd, or an authorised licensee in conjunction with Bayleys Real Estate Ltd, I acknowledge I have read, understood and accepted the terms on which the information is made available.

Terms upon which the information is supplied:

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2. No representation is made by Bayleys Real Estate Ltd or by the Vendor(s) as to the accuracy, or to the reliability, of any information made available to the customers.
3. The customer will seek such advice and explanation the customer may require from an independent specialist of their choosing.
4. Should the purchaser decide not to obtain their own specialist advice they are deemed to have satisfied themselves on all aspects of the property and are buying solely in reliance on their own judgment and contrary to the recommendation of Bayleys Real Estate Ltd or its agents.

BUILDING INSPECTIONS

Purchasers are advised to secure their own Building Inspection Report regardless of construction type, to ensure that they are fully informed as to the standard of the property they intend to invest in.

QUERIES OR REQUESTS

It will be a pleasure to assist you further should you require any additional information, or have any queries regarding the property or content of this booklet, please do not hesitate to contact us.



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



Identifier NA27A/4
Land Registration District North Auckland
Date Issued 05 September 1973

Prior References

NA18A/906

Estate	Fee Simple - 1/2 share
Area	794 square metres more or less
Legal Description	Lot 209 Deposited Plan 62062

Registered Owners

Nicholas Joseph Riedel

Estate	Leasehold	Instrument	L 266425.2
		Term	999 years computed from 24.8.1973

Legal Description Flat 1 Deposited Plan 70222

Registered Owners

Nicholas Joseph Riedel

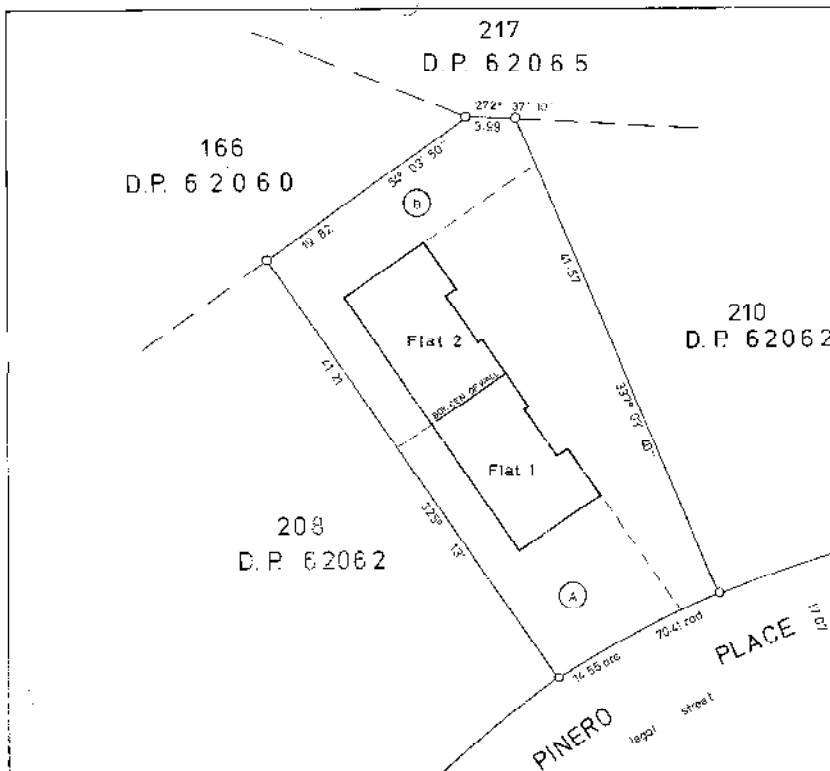
Interests

266425.2 Lease of Flat 1 DP 70222 Term 999 years computed from 24.8.1973 Composite CT NA27A/4 issued - 5.9.1973 (Affects Fee Simple)

266425.3 Lease of Flat 2 Composite CT NA27A/5 issued - 5.9.1973 (Affects Fee Simple)

D486212.3 Mortgage to ASB Bank Limited - 10.3.2000 at 10.21 am

DISCLAIMER: This Land Title Document has been obtained on behalf of the vendor and copies have been made available to prospective and interested parties for general information purposes only. However, neither the Vendor nor Bayleys Real Estate Limited, Licensed under the REA Act 2008, warrant the accuracy of this copy and we accept no liability for any errors or omissions in the report. All parties are urged to take legal advice and it is recommended to all prospective Purchasers and interested parties that they obtain and rely on their own report for any decision to purchase the property.



Boundaries of areas to be leased are external faces of walls or structures unless otherwise shown.

Area shown (A) with Flat 1 subject to the right of user.

Area shown (B) with Flat 2 subject to the right of user.

NEW C&T ALLOCATED:

FLAT 1 27A/4

FLAT 2 27A/5

Registered Owner

Total Area

Comprised in C.T. 18A/905

I, John Hoslock Yeoman of Auckland
Registered Surveyor and holder of an exempt practicing certificate
hereby certify that this plan has been made from surveys conducted
by me or under my direction, that such plans and surveys are correct
and have been made in accordance with the regulations under the
Surveyors Act 1965

Dated at Auckland the 12th day of July 1973

Field Book p. 149

Reference Plans

Examined M. J. [Signature] Date:

Approved as to Survey

Deposited this 12th day of July 1973

As Registrar

Instructions DP 70222

LAND DISTRICT NORTH AUCKLAND
SURVEY BLK. & DIST. III OTAHUHU
NZMS SHEET NO.

Plan of Flats on Lot 209
D. P. 62062

LOCAL AUTHORITY MANUKAU CITY

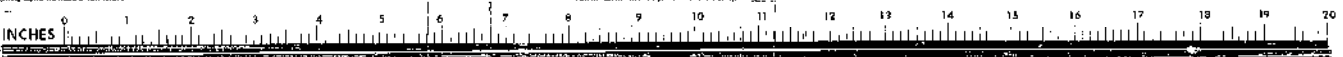
Surveyed by J. H. YEOMAN

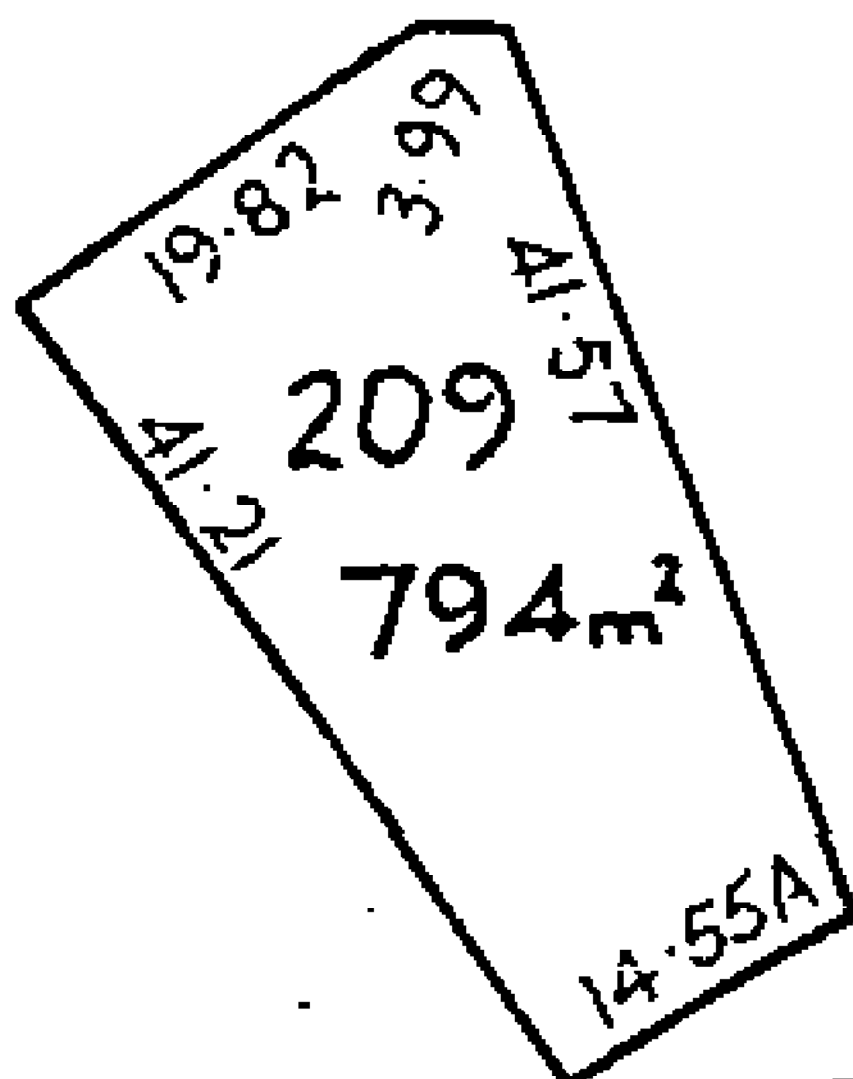
Scale 1:200

Date July 1973

Printed by [Signature] [Signature] [Signature]

1:200 Scale - Surveyor-General, Department of Lands and Survey, Wellington





C. Pinero place

MEMORANDUM OF LEASE

JILLIAN LAL WEGENAAR of Auckland Married Woman

(hereinafter with her executors administrators and assigns called "the Lessors") being registered as proprietor of an estate in fee simple subject however to such ^{first} encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land more particularly described in the Schedule hereto (hereinafter called "the said land").

12 1/2 Acres Duty AKI

-3-IX-73 383505 -DTY ☆☆☆☆☆0.40

IN CONSIDERATION of the rent hereinafter reserved and the covenants and conditions herein contained or implied and on the part of the Lessee to be paid performed and observed respectively DOTH HEREBY LEASE UNTO JILLIAN LAL WEGENAAR of Auckland Married Woman

(hereinafter with her executors, administrators and assigns called "the Lessee") all that the flat and garage (hereinafter called "the Flat") being that part of that building (hereinafter called "the said building") erected on the said land which said flat and said building are more particularly described in the ^{Second} Schedule hereto TO BE HELD by the Lessee for the term of nine hundred and ninety-nine (999) years computed from the 24th day of August 19 73 AT A RENTAL at the rate of ten cents per annum payable yearly in advance by the Lessee to the Lessors.

SUBJECT TO the following covenants conditions and restrictions namely:—

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

1. TO pay the rent in the manner and at the times hereinbefore provided.
2. (i) THE Lessee will upon demand in writing by the Lessors or their agent pay to the Lessors one half of the cost of the following repairs maintenance and other charges incurred in respect of the said Land:—

- (a) All levies assessed on the said land and all buildings thereon, except as provided in Clause 27 hereof.
- (b) Care and maintenance of the grounds paths fences and other amenities on the said land.
- (c) A general reserve fund to meet contingent repairs and maintenance to the grounds paths fences and other amenities on the said land.
- (d) All other expenses in respect of the said land jointly incurred by the Lessors and not relating solely to any particular Flat or to any particular building.

All the moneys payable under this clause shall be payable to a person nominated by the Lessors or a majority of the Lessors with instructions to disburse the same for the foregoing purposes.

AND in default of payment thereof by the Lessee the Lessors shall be entitled to demand interest on the amount or amounts owing at the rate of Ten dollars per centum per annum from the date of payment but such demand shall be without prejudice to the rights of the Lessors under this Lease.

- (ii) THE Lessee will upon demand in writing by such Lessors as are also Lessees of the said building or their agent pay to such Lessors one half of the cost of the following repairs maintenance and other charges incurred in respect of the said building:—
 - (a) All insurance premiums assessed on the said building.
 - (b) Work carried out in connection with all electrical and plumbing equipment, drains and other amenities serving the said building as a whole.
 - (c) Work carried out in connection with the roof spouting and downpipes of the said building.
 - (d) Any exterior decoration or exterior cleaning of the walls of the said building.
 - (e) All structural repairs and maintenance necessary to the walls framework or foundations of the said building.
 - (f) A general reserve fund to meet contingent repairs and maintenance of the said building.
 - (g) All other expenses in respect of the said building jointly incurred by the Lessees of the said building and not relating solely to any particular Flat.

All the moneys payable under this clause shall be payable to a person nominated by such Lessors as are also Lessees of the said building or by a majority of such Lessors with instructions to disburse the same for the foregoing purposes AND in default of payment thereof by the Lessee such Lessors shall be entitled to demand interest on the amount or amounts owing at the rate of Ten dollars per centum per annum from the date of payment but such demand shall be without prejudice to the rights of the Lessors under this Lease.

3. THAT the Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act matter or thing which shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the other Lessees of the said building or of any other building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may reasonably be expected to interfere with the quiet enjoyment of the other Lessees of the said building or of any other building on the said land or which may create a nuisance and the Lessee in common with all other persons from time to time lawfully entitled will have the use and enjoyment of such parts of the said land as are not for the time being occupied by buildings or subject to exclusive rights conferred by a lease.

4. THAT the Lessee shall not bring onto or keep in the Flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insurance of the said building or which may make void or voidable any such policy of insurance. The Lessee shall comply with all statutes regulations and by-laws of any local authority insofar as they affect the Lease of the Flat.

5. THE Lessee shall at his own cost keep and maintain the interior of the Flat including the doors windows electrical and plumbing apparatus and all fittings of any kind in good order and condition.

6. THE Lessee will not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the Lessors.

7. THE Lessee will not use the Flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance upon the Flat which may be likely to cause a nuisance or an annoyance to the Lessees or occupants of any adjoining Flats in the said building or in any other building on the said land. This clause shall not in any way affect the generality of clause 3 of these presents.

8. IT is a condition of this Lease that the Lessee shall at all material times remain owner as proprietor of an undivided one half share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee unless by these presents expressly authorised so to do shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned and occupied by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed (provided always that this clause shall not apply to the first Lessee hereof).

9. THAT the Lessee will permit such Lessors as are also Lessees of the said building or their representatives at all reasonable times to enter upon the Flat to inspect the condition of the same.

10. THE Lessee shall not make any structural alterations to the said building without the prior written consent of such Lessors as are also Lessees of the said building first had and obtained on each occasion.

11. THE Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

AND THE LESSORS DO AND EACH OF THEM DOTH HEREBY COVENANT with the Lessee as follows:—

12. THE Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.

13. THAT such Lessors as are also Lessees of the said building shall insure the said building against fire and earthquake to its full insurable value and will take out a replacement policy and will pay all insurance premiums on any such policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said building each Lessee holds as tenant. PROVIDED THAT such separate insurances shall be effected with one and the same Company.

14. THAT such Lessors as are also Lessees of the said building will keep the exterior and roof of the said building in a good state of repair and will duly and punctually pay all items and matters referred to in paragraph 2 (ii) hereof and will cause the said building at all times to be managed and maintained on a high standard provided that in performance of the foregoing covenants such Lessors shall have the right to enter the Flat upon giving reasonable notice to effect such work.

15. THE Lessors covenant to lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observation by the Lessees named in such other leases of all obligations as by such other leases are cast on such Lessees and for the purposes aforesaid the Lessors do irrevocably appoint the Lessee hereunder as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this clause.

AND IT IS HEREBY COVENANTED AND AGREED by and between the Lessors and the Lessee:

16. THAT if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within twenty-eight days of the date of receipt by the Lessee of written notice from the Lessors specifying such breach or default then it shall be lawful for the Lessors to re-enter upon the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and the Lessee to expel and remove but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions.

17. THAT in the event of the said building or the Flat being partially or wholly damaged or destroyed by fire or earthquake during the term hereby created all moneys received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said building or the Flat and making good the loss or damage in respect of which the said insurance moneys shall have become payable and in the event of the moneys received under and by virtue of the said policy of insurance being insufficient to reinstate the said building or the Flat so damaged or destroyed such insufficiency shall be borne by such Lessors as are Lessees of the said building in the proportion in which they respectively own the fee simple of the above described land, provided that if the fire was caused by the negligence of one or more of such Lessors that party or parties shall bear such insufficiency.

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

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

20. THE parties agree that there shall be no merger in the event of the Lessee acquiring or remaining a proprietor of a freehold estate in the said land.

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

22. (a) THAT the expression "a majority of the Lessors" wherever herein used shall be deemed to mean any number of Lessors who together own more than a one half interest in the freehold of the said land.

(b) THAT the expression "a majority decision" shall be deemed to mean a decision of a majority of the Lessors.

23. THAT in the event of this Lease being determined or becoming determinable in manner herein provided then the Lessee hereby irrevocably appoints the Lessors (other than the Lessee) his Attorney to dispose of the Lessee's said interest in the fee simple of the said land and in that event to surrender his leasehold interest under his lease and for these purposes to execute all the necessary instruments.

24. THE Lessee shall be bound by any decision arrived at in accordance with the provisions of clause 26 hereof and the Lessee shall give all reasonable assistance in the carrying out and implementation of such decision.

25. THAT if any question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them touching these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the premises then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.

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

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

- (a) Such Lessor or Lessors shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known place of abode or address of the other Lessors and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If after the lapse of seven days from the service of the said notice as aforesaid the Lessors or a majority of the Lessors approve of the proposed action in writing the Lessors so approving shall forthwith notify all the other Lessors of the majority decision and may thereafter carry into effect the proposed action in the name of all the Lessors and all actions taken by the consenting Lessors as aforesaid coming within the scope of the memorandum shall be binding on the Lessors and any obligation undertaken by such consenting Lessors shall be enforceable against any Lessor who shall not have consented thereto.
- (c) That if the Lessors shall be unable to arrive at a majority decision on any proposed action but a number of Lessors who together own a one half interest in the freehold of the said land approve of the proposed action in writing then the matter shall be referred to a single arbitrator in case the Lessors can agree on one and otherwise to two arbitrators or their umpire in the case of a disagreement one of the arbitrators to be appointed by the Lessors in favour of the proposed action and the other to be appointed by the remaining Lessors and in either case in all respects in accordance with the provisions in that behalf contained in the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.
- (d) Whenever by reason of the act or default or neglect of the Lessee, the Lessor shall be entitled or empowered to serve a notice, do anything or take any step and the Lessee in ^{his} ~~her~~ capacity as the Lessor is unwilling or unable to co-operate in such service or the doing of such thing or the taking of such step, then the other or others for the time being of the Lessors by these presents and without further authority shall be authorised to do so on behalf of and in the name of the Lessee.

27. That the Lessee will pay his or her due proportion of the rates in respect of the said flat.

28. THAT the Lessor DOTH HEREBY COVENANT with the Lessee that the Lessor throughout the term of this Lease shall not use or occupy nor shall the Lessor permit any Lessee of the said land (other than the Lessee under this Lease) to use or occupy for any purpose whatsoever that part of the said land shown on Deposited Plan 70222 marked "A" to the intent that this restrictive covenant shall be forever appurtenant to the estate and interest of the Lessee under this Lease.

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

FIRST SCHEDULE

ALL THAT piece of land containing THIRTY ONE DECIMAL FOUR PERCHES (31.4p) being Lot 209 Deposited Plan 62062 and being the whole of the land comprised and described in Certificate of Title Volume 18A Folio 906 North Auckland Registry

SECOND SCHEDULE

Flat 1 Deposited Plan 70222

IN WITNESS WHEREOF these presents have been executed this
one thousand nine hundred and seventy three (1973)

30th day of August

SIGNED by the said JILLIAN LAL WEGENAAR
by her Attorney WILLIAM ANTHONY DUNCAN

as Lessors in the presence of:

S. Harrison
Law Clerk to Justice Mansfield
Auckland

Jillian Lal Wegenaar
by her attorney
W. Duncan

SIGNED by the said JILLIAN LAL WEGENAAR
by her Attorney WILLIAM ANTHONY DUNCAN

as Lessee in the presence of:

S. Harrison
Law Clerk to Justice Mansfield
Auckland

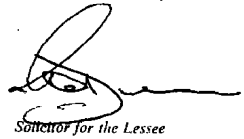
Jillian Lal Wegenaar
by her attorney
W. Duncan

NO:

Registered in Triplicate.

Correct for the purposes of the Land Transfer Act.

LEASE of Flat 1 D.P.70222


Solicitor for the Lessee

JILLIAN LAL WEGENAAR _____ Lessor

JILLIAN LAL WEGENAAR _____ Lessee

Particulars entered in Register Book

Volume Folio

the
at o'clock.

District Land Registrar
Assistant of the District of

I hereby certify that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952 does not
apply to the within transaction.

Solicitor for the Lessee

Composite Certificate of Title issued

Register 27A/4
Including $\frac{1}{2}$ share in fee simple.

FORTUNE MANNING & PARTNERS
SOLICITORS
AUCKLAND



SEP 5 11 50 AM '73

District Land Registry
Auckland No.4

18A/906

266425.2



JILLIAN LAL WEGENAAR of Auckland Married Woman

-3-IX-73 383509 -DTY ☆☆☆☆☆0.40

THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS:

(g) THE Lessee will upon demand in writing by such Lessors as are also Lessees of the said building or their agent pay to such Lessors one half of the cost of the following repairs maintenance and other charges incurred in respect of the said building:—

- (a) All insurance premiums assessed on the said building.
- (b) Work carried out in connection with all electrical and plumbing equipment, drains and other amenities serving the said building as a whole.
- (c) Work carried out in connection with the roof spouting and downpipes of the said building.
- (d) Any exterior decoration or exterior cleaning of the walls of the said building.
- (e) All structural repairs and maintenance necessary to the walls framework or foundations of the said building.
- (f) A general reserve fund to meet contingent repairs and maintenance of the said building.
- (g) All other expenses in respect of the said building jointly incurred by the Lessees of the said building and not relating solely to any particular Flat.

3. THAT the Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act matter or thing which shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the other Lessees of the said building or of any other building on the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may reasonably be expected to interfere with the quiet enjoyment of the other Lessees of the said building or of any other building on the said land or which may create a nuisance and the Lessee in common with all other persons from time to time lawfully entitled will have the use and enjoyment of such parts of the said land as are not for the time being occupied by buildings or subject to exclusive rights conferred by a lease.

4. THAT the Lessee shall not bring onto or keep in the Flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insurance of the said building or which may make void or voidable any such policy of insurance. The Lessee shall comply with all statutes regulations and by-laws of any local authority insofar as they affect the Lease of the Flat.

5. THE Lessee shall at his own cost keep and maintain the interior of the Flat including the doors windows electrical and plumbing apparatus and all fittings of any kind in good order and condition.

6. THE Lessee will not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the Lessors.

7. THE Lessee will not use the Flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance upon the Flat which may be likely to cause a nuisance or an annoyance to the Lessees or occupants of any adjoining Flats in the said building or in any other building on the said land. This clause shall not in any way affect the generality of clause 3 of these presents.

8. IT is a condition of this Lease that the Lessee shall at all material times remain owner as proprietor of an undivided one ^{half} share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee unless by these presents expressly authorised so to do shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned and occupied by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed (provided always that this clause shall not apply to the first Lessee hereof).

9. THAT the Lessee will permit such Lessors as are also Lessees of the said building or their representatives at all reasonable times to enter upon the Flat to inspect the condition of the same.

10. THE Lessee shall not make any structural alterations to the said building without the prior written consent of such Lessors as are also Lessees of the said building first had and obtained on each occasion.

11. THE Lessee will duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

AND THE LESSORS DO AND EACH OF THEM DOTH HEREBY COVENANT with the Lessee as follows:—

12. THE Lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.

13. THAT such Lessors as are also Lessees of the said building shall insure the said building against fire and earthquake to its full insurable value and will take out a replacement policy and will pay all insurance premiums on any such policies as and when the same shall become due and owing unless the Lessee and every other Lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said building each Lessee holds as tenant. PROVIDED THAT such separate insurances shall be effected with one and the same Company.

14. THAT such Lessors as are also Lessees of the said building will keep the exterior and roof of the said building in a good state of repair and will duly and punctually pay all items and matters referred to in paragraph 2 (ii) hereof and will cause the said building at all times to be managed and maintained on a high standard provided that in performance of the foregoing covenants such Lessors shall have the right to enter the Flat upon giving reasonable notice to effect such work.

15. THE Lessors covenant to lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observation by the Lessees named in such other leases of all obligations as by such other leases are cast on such Lessees and for the purposes aforesaid the Lessors do irrevocably appoint the Lessee hereunder as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this clause.

AND IT IS HEREBY COVENANTED AND AGREED by and between the Lessors and the Lessee:

16. THAT if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within twenty-eight days of the date of receipt by the Lessee of written notice from the Lessors specifying such breach or default then it shall be lawful for the Lessors to re-enter upon the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and the Lessee to expel and remove but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions.

17. THAT in the event of the said building or the Flat being partially or wholly damaged or destroyed by fire or earthquake during the term hereby created all moneys received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said building or the Flat and making good the loss or damage in respect of which the said insurance moneys shall have become payable and in the event of the moneys received under and by virtue of the said policy of insurance being insufficient to reinstate the said building or the Flat so damaged or destroyed such insufficiency shall be borne by such Lessors as are Lessees of the said building in the proportion in which they respectively own the fee simple of the above described land, provided that if the fire was caused by the negligence of one or more of such Lessors that party or parties shall bear such insufficiency.

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

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

20. THE parties agree that there shall be no merger in the event of the Lessee acquiring or remaining a proprietor of a freehold estate in the said land.

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

22. (a) THAT the expression "a majority of the Lessors" wherever herein used shall be deemed to mean any number of Lessors who together own more than a one half interest in the freehold of the said land.

(b) THAT the expression "a majority decision" shall be deemed to mean a decision of a majority of the Lessors.

23. THAT in the event of this Lease being determined or becoming determinable in manner herein provided then the Lessee hereby irrevocably appoints the Lessors (other than the Lessee) his Attorney to dispose of the Lessee's said interest in the fee simple of the said land and in that event to surrender his leasehold interest under his lease and for these purposes to execute all the necessary instruments.

24. THE Lessee shall be bound by any decision arrived at in accordance with the provisions of clause 26 hereof and the Lessee shall give all reasonable assistance in the carrying out and implementation of such decision.

25. THAT if any question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them touching these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the premises then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.

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

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

- (a) Such Lessor or Lessors shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known place of abode or address of the other Lessors and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If after the lapse of seven days from the service of the said notice as aforesaid the Lessors or a majority of the Lessors approve of the proposed action in writing then the Lessors so approving shall forthwith notify all the other Lessors of the majority decision and may thereafter carry into effect the proposed action in the name of all the Lessors and all actions taken by the consenting Lessors as aforesaid coming within the scope of the memorandum shall be binding on the Lessors and any obligation undertaken by such consenting Lessors shall be enforceable against any Lessor who shall not have consented thereto.
- (c) That if the Lessors shall be unable to arrive at a majority decision on any proposed action but a number of Lessors who together own a one half interest in the freehold of the said land approve of the proposed action in writing then the matter shall be referred to a single arbitrator in case the Lessors can agree on one and otherwise to two arbitrators or their umpire in the case of a disagreement one of the arbitrators to be appointed by the Lessors in favour of the proposed action and the other to be appointed by the remaining Lessors and in either case in all respects in accordance with the provisions in that behalf contained in the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.
- (d) Whenever by reason of the act or default or neglect of the Lessee, the Lessor shall be entitled or empowered to serve a notice, do anything or take any step and the Lessee in that capacity as the Lessor is unwilling or unable to co-operate in such service or the doing of such thing or the taking of such step, then the other or others for the time being of the Lessors by these presents and without further authority shall be authorised to do so on behalf of and in the name of the Lessee.

27. That the Lessee will pay his or her due proportion of the rates in respect of the said flat.

28. THAT the Lessor DOTH HEREBY COVENANT with the Lessee that the Lessor throughout the term of this Lease shall not use or occupy nor shall the Lessor permit any Lessee of the said land (other than the Lessee under this Lease) to use or occupy for any purpose whatsoever that part of the said land shown on Deposited Plan 70222 marked "B" to the intent that this restrictive covenant shall be forever appurtenant to the estate and interest of the Lessee under this Lease.

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

FIRST SCHEDULE

ALL THAT piece of land containing THIRTY ONE DECIMAL FOUR PERCHES (31.4p) being Lot 209 Deposited Plan 62062 and being the whole of the land comprised and described in Certificate of Title Volume 18A Folio 906 North Auckland Registry

SECOND SCHEDULE

Flat 2 Deposited Plan 70222

IN WITNESS WHEREOF these presents have been executed this 30th day of August one thousand nine hundred and seventy three (1973)

SIGNED by the said JILLIAN LAL WEGENAAR
by her Attorney WILLIAM ANTHONY DUNCAN

as Lessors in the presence of:

S. Harrison
Law Clerk to Justice Murray & Partners
Auckland

Jillian Lal Wegenaar
by her Attorney
[Signature]

SIGNED by the said JILLIAN LAL WEGENAAR
by her Attorney WILLIAM ANTHONY DUNCAN

as Lessee in the presence of:

S. Harrison
Law Clerk to Justice Murray & Partners
Auckland

Jillian Lal Wegenaar
by her Attorney
[Signature]

NO:

Registered in Duplicate

Correct for the purposes of the Land Transfer Act.

LEASE of Flat 2 D.P.70222


Solicitor for the Lessee

JILLIAN LAL WEGENAAR *Lessor*

JILLIAN LAL WEGENAAR *Lessee*

Particulars entered in Register Book

Volume

Folio

the

at

o'clock.

*District Land Registrar
Assistant of the District of*

I hereby certify that Part IIA of The Land Settlement
Promotion and Land Acquisition Act 1952 does not
apply to the within transaction.

Solicitor for the Lessee

Composite Certificate of Title issued
Register 271/5
Including $\frac{1}{2}$ share in fee simple.

FORTUNE MANNING & PARTNERS
SOLICITORS
AUCKLAND



SEP 5 11 50 AM '73

District Land Registry
Auckland No.4

18A/90C

2664253



DISCLAIMER : This LIM Report has been obtained on behalf of the vendor and copies have been made available to prospective and interested parties for general information purposes only. However, neither the Vendor nor Bayleys Real Estate Limited, Licensed under the REA Act 2008, warrant the accuracy of this copy and we accept no liability for any errors or omissions in the report. All parties are urged to take legal advice and it is recommended to all prospective Purchasers and interested parties that they obtain and rely on their own report for any decision to purchase the property.

bayleys real estate
2 harris road
East Tamaki
MANUKAU 2013



Applicant	bayleys real estate
LIM address	1/7 Pinero Place Bucklands Beach Auckland 2014
Application number	8270181979
Customer Reference	
Date issued	12-Sep-2019
Legal Description	LOT 209 DP 62062, FLAT 1 DP 70222
Certificates of title	NA27A/4

Disclaimer

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

The LIM includes information which:

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

This LIM does not include other information:

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

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

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

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

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

s44A(2)(a) Information identifying any special feature or characteristics of the land

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

Site Contamination

No land contamination data are available in Council's regulatory records.

Wind Zones

Wind Zone(s) for this property: Medium wind speed of 37 m/s

The wind zones are based on wind speed data specific to all building sites as outlined in NZS 3604:2011. Other factors such as topographic classes, site exposure and ground roughness determine the actual wind bracing demands and bracing elements required for the building.

For further information refer to NZS 3604:2011 Section 5 — Bracing Design

Soil Issues

The Auckland Council is not aware of any soil issues in relation to this land. If any soil information/reports have been prepared in relation to this property, they will be available for viewing at an Auckland Council Service Centre or via the property file product services.

Flooding

This statement entitled "Flooding" appears on all LIMs.

Known flooding information is displayed on the map attached to this LIM entitled "Special Land Features – Natural Hazards - Flooding".

The information shown in the "Special Land Features - Natural Hazards - Flooding" map is also shown on the Auckland Council online map viewer (Geomaps), at www.aucklandcouncil.govt.nz, which is updated from time to time.

Any proposed development may require a flooding assessment to be provided by the applicant.

The absence of flooding on the "Special Land Features - Natural Hazards - Flooding" map does not exclude the possibility of the site flooding, particularly from Overland Flow Paths which may be on other properties.

Exposure Zones

New Zealand Standard 3604:2011E classifies all properties in New Zealand into zones based on environmental features including wind, earthquake, snow load and exposure. These zones are relevant to building requirements, such as strength of buildings, materials that should be used and maintenance. All building sites are classified as being in Exposure Zones Extreme Sea Spray, B, C, or D, depending on the severity of exposure to wind driven salt.

This property is classified as: Unknown or Unassessed Corrosion Zone

Unknown or unassessed - No known information is available relating to these sites. Recommended that specific sites and/or product designed and to consult suppliers information for specific durability requirements.

s44A(2)(b) Information on private and public stormwater and sewerage drains

Information on private and public stormwater and sewerage drains is shown on the **underground services map** attached.

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

Effective Date	Description	Details
29/09/1995	Wastewater - outer drainage	Lir_00012759, Legacy description: notice Effective from: 29/09/1995 No further development until such time there is an adequate stormwater system for connection.refer development engineer,land development control.

s44(2)(ba) Information notified to Council by a drinking water supplier under Section 69ZH of the Health Act 1956

Prospective purchasers should be aware of other drinking water systems connected to this property. There may also be private drinking water supply systems such as rainwater tanks or private water bores. You are advised to clarify the drinking water supply with the current landowner.

No Information has been notified to Council.

s44A(2)(bb) Information Council holds regarding drinking water supply to the land

For metered water information, please contact **Watercare (09) 442 2222** for services provided to this property.

s44A(2)(c) Information relating to any rates owing in relation to the land

Billing Number/ Rate Account:	12344491753
Rates levied for the Year 2019/2020 :	\$2,123.65
Total rates to clear for the current year (including any arrears):	\$1,592.73


The rates figures are provided as at 8 a.m. 12/09/2019. It is strongly advised these are not used for settlement purposes.

Retrofit Your Home Programme

The Retrofit Your Home programme provides financial assistance, advice and information to householders wanting to create an improved home environment.

The scheme contributes to the achievement of the Air Quality National Environmental Standards encouraging the installation of clean heat and insulation in homes as well as supporting access to central government grants and subsidies. The programme offers homeowners a retrofit plan for their homes and

financial assistance up to \$5000 repaid through a targeted rate.

 Auckland Council (09) 890 7898 if you require further information

 retrofit@aucklandcouncil.govt.nz

s44A(2)(d) Consents, Certificates, Notices, Orders or Requisitions affecting the land or any buildings on the land(da) the information required to be provided to a territorial authority under section 362T(2) of the Building Act 2004:s44A and (2)(e) Information concerning any Certificate issued by a Building Certifier pursuant to the Building Act 1991 or the Building Act 2004

Note: if the land is part of a cross lease title or unit title, consents and permits for the other flats or units may be included in this LIM. If the land has been subdivided there may be consents and permits included that relate to the original property.

It is recommended that the full property file is viewed and compared with the actual building and activities on the land to identify any illegal or unauthorised building works or activities.

Financial / development contributions

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

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

Resource Management

Planning

There are **NO** Planning resource consents recorded.

Subdivisions

There are **NO** Subdivision resource consents recorded.

Engineering Approvals

There are **NO** Engineering approvals recorded.

If there are any conditions, then only that portion of the consent will be included in the attachments section. The applicant should satisfy themselves as to whether all conditions of resource consents for this property have been met.

Further Information

The Council may hold additional information for this property, for example concerning resource consents for discharges to air, land or water issued by the former Auckland Regional Council prior to 1 November 2010. If you would like Auckland Council to search for this type of information, please contact us.

Building

7 Pinero Place Bucklands Beach 2014

Application No.	Description	Issue Date	Status
E34678	Two Units	14/12/1972	Issued (See Note 1)
20121462	Remove the existing toilet and relocated the toilet pan to the bathroom	03/08/2012	CCC Issued 11/09/2012 (See Note 2)

2/7 Pinero Place Bucklands Beach Auckland 2014

Application No.	Description	Issue Date	Status
20121462	Remove the existing toilet and relocated the toilet pan to the bathroom	03/08/2012	CCC Issued 11/09/2012 (See Note 2)
20131544	New door. New shower, toilet to existing laundry room in garage.	26/07/2013	CCC Issued 24/03/2014 (See Note 2)

Note	Description
1	Permit issued prior to the Building Act 1991 taking effect. Code Compliance Certificates (CCC) were not required.
2	Code Compliance Certificate (CCC) for this consent was issued.

Please note that prior to the Building Act 1991; Councils were not required to maintain full records of building consents [etc] issued under the Building Act. While Auckland Council has always endeavoured to maintain full records of pre-Building Act 1991 matters, not all records for this period have survived and in other cases where building work is documented, information may be incomplete. Council does not accept responsibility for any omission.

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

Compliance Schedules (Building Warrant of Fitness)

The Council has no record of a Compliance Schedule for this property/building.

If it is evident that any specified systems such as lifts or commercial fire alarms are present in the building, the owner must ensure there is a current compliance schedule or building warrant of fitness.

Swimming/Spa Pool Barriers

The Council has no record of a swimming pool or spa pool being registered on this property. Swimming pools and spa pools must have a barrier that complies with the Building Act 2004.

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

Licences

There are NO current licences recorded

s44A(2)(ea) Information notified under Section 124 of the Weathertight Homes Resolution Services Act 2006

The Council has not been notified of any information under Section 124 of the Weathertight Homes Resolution Services Act 2006 relating to this property.

s44A (2)(f) Information relating to the use to which the land may be put and any conditions attached to that use

Purchasers or those intending to develop the land should satisfy themselves that the land is suitable for any intended use or future development proposal. In addition to any site specific limitations recorded below, general restrictions that apply across the region may be relevant to any development proposals on this property.

Auckland Unitary Plan - Operative in Part (AUP:OP)

The **Auckland Unitary Plan - Operative in part(AUP:OP)** applies to this property and should be carefully reviewed and considered, as it may have implications for how this property can be developed and/or used. Those parts of the Auckland Unitary Plan that are operative replace the corresponding parts of legacy regional and district plans. However, certain parts of the AUP:OP are the subject of appeals and have not become operative. If a property is subject to an appeal this will be identified on the attached Unitary Plan Property Summary Report. Where this is the case, both the Auckland Unitary Plan Decisions version and the legacy regional and district plans will need to be considered.

The AUP:OP zones, controls, overlays, precincts, and designations that apply to this property are set out in the Property Summary Report, which is attached to this memorandum.

The AUP:OP can be viewed here:

<https://www.aucklandcouncil.govt.nz/unitaryplan>

The legacy regional and district plans can be viewed here:

<https://www.aucklandcouncil.govt.nz/districtplans>

<https://www.aucklandcouncil.govt.nz/regionalplans>

The appeals to the AUP:OP can be viewed here:

<https://www.aucklandcouncil.govt.nz/unitaryplanappeals>

Auckland Council District Plan - Hauraki Gulf Islands Section (Operative 2013) (DP:HGI)

While the regional provisions in the AUP:OP apply to the Hauraki Gulf Islands, and are set out in the Property Summary Report attached to this memorandum, the AUP:OP does not contain any district provisions for the Hauraki Gulf Islands. If the Property Summary Report attached to this memorandum lists its zone as "Hauraki Gulf Islands", the district provisions that apply are in the Auckland Council District Plan Hauraki Gulf Islands Section (Operative 2013) (**DP:HGI**).

The relevant maps of the DP:HGI are attached to this memorandum, if applicable. The text of the DP:HGI can be found here:

Plan Changes and Notices of Requirement

Changes to the AUP:OP and DP:HGI may be proposed from time to time. These proposed plan changes may relate to either the maps or the text of those plans. Any proposed changes to the AUP:OP relevant to this property will be listed as a modification in the Property Summary Report attached to this memorandum. However, proposed changes to the DP:HGI will not appear on the Property Summary report. That information can be found on the Auckland Council website.

Please refer to the AUP:OP for information on any proposed Plan Changes or see the Auckland Council modifications website at:

<https://www.aucklandcouncil.govt.nz/unitaryplanmodifications>

Information relating to any proposed Plan Changes to DP:HGI can be found here:

<https://www.aucklandcouncil.govt.nz/aurakigulfislands>

From time to time a requiring authority, such as a Ministry of the Crown or a council controlled organisation, may notify Auckland Council that they require certain land to be designated for a certain purpose. If this property is the subject of such a notice of requirement, that notice may have implications for how this property can be developed or used from the date it is received by Council.

If this property is not on the Hauraki Gulf Islands, any notices of requirement applicable will be listed as a modification in the Property Summary Report attached to this memorandum.

If this property is on the Hauraki Gulf Islands, any notice of requirement will be available on the Auckland Council Website.

Information on all current notices of requirement can be found on the modifications page here:

<https://www.aucklandcouncil.govt.nz/unitaryplanmodifications>

Copies of the appeals to the Auckland Unitary Plan can be viewed online at:

<https://www.aucklandcouncil.govt.nz/unitaryplanappeals>

Restriction(s)

This property is affected by the following restriction(s):

Effective Date	Description	Details
14/10/1996	Foundation design restrictions	Lir_00020110, Legacy description: notice Effective from: 14/10/1996 Because of the steep nature of part of these sites the council, at the time of considering a building consent or consent for a subdivision, may require any or all of the following measures. 1. A geotechnical assessment of the suitability of the land by a registered engineer. 2. Specific foundation design to any proposed building. 3. An encumbrance or consent notice under the resource management act to preclude building from any area of the site. 4. The issue of a section 36(2) certificate in terms of the building act. 5. Specific design of any site works proposed on the site. The above measures may preclude the placement of additional buildings on the site or the consent to a subdivision

		under the provisions of the resource management act.
--	--	--

Further information on these restrictions may be provided elsewhere in this document. Alternatively please contact a Resource Management Planner at an Auckland council service centre or by telephone for further information.

Information concerning Caveat, Bond, Encumbrance, Consent Notice and Covenant

For any information concerning Caveats, Bonds, Encumbrances, Consent Notices or Covenants, please refer to the Certificate of Title for this property.

s44A(2)(g) Information regarding the land which has been notified to Council by another statutory organisation

No information has been notified to Council.

s44A(2)(h) Information regarding the land which has been notified to Council by any network utility operator pursuant to the Building Act 1991 or Building Act 2004

Underground Services and District Plan maps are attached.

Please note: Height restrictions apply where overhead power lines cross the site. Works near water services utilities may require approval. Works near high-pressure Gas, Oil or LPG pipelines create risk of damage and must first be approved. Please contact the relevant Utility provider in your area for further information.

Any escape of gas or liquid from the pipelines is potentially dangerous and requires immediate action as soon as discovered (Dial 111 and ask for the Fire Service).

Attachments

As the placement of the building/s on the attached maps is based on aerial photography we cannot guarantee the accuracy. A formal survey will indicate the exact location of the boundaries.

- Auckland Unitary Plan Property Summary Report
- Auckland Unitary Plan - Operative in part Maps and Map Legend
- Auckland Council District Plan - Hauraki Gulf Islands Section (if applicable)
- Underground Services & Utilities Map and Map Legend
- Special Land Features Map and Map Legend

Please note Map Legends have been created for use across the region and may contain features which were not captured by the previous legacy Councils; therefore the information may not be available for these maps. Please contact the Resource Management Planning Team in your area for further information on any features which may or may not appear on your map.

- As Built Drainage Plan : E34678

Auckland Unitary Plan Operative in part (15th November 2016) Property Summary Report

Address

1/7 Pinero Place Bucklands Beach Auckland 2014

Legal Description

FLAT 1 DP 70222

Appeals

Modifications

Zones

Residential - Mixed Housing Suburban Zone

Precinct

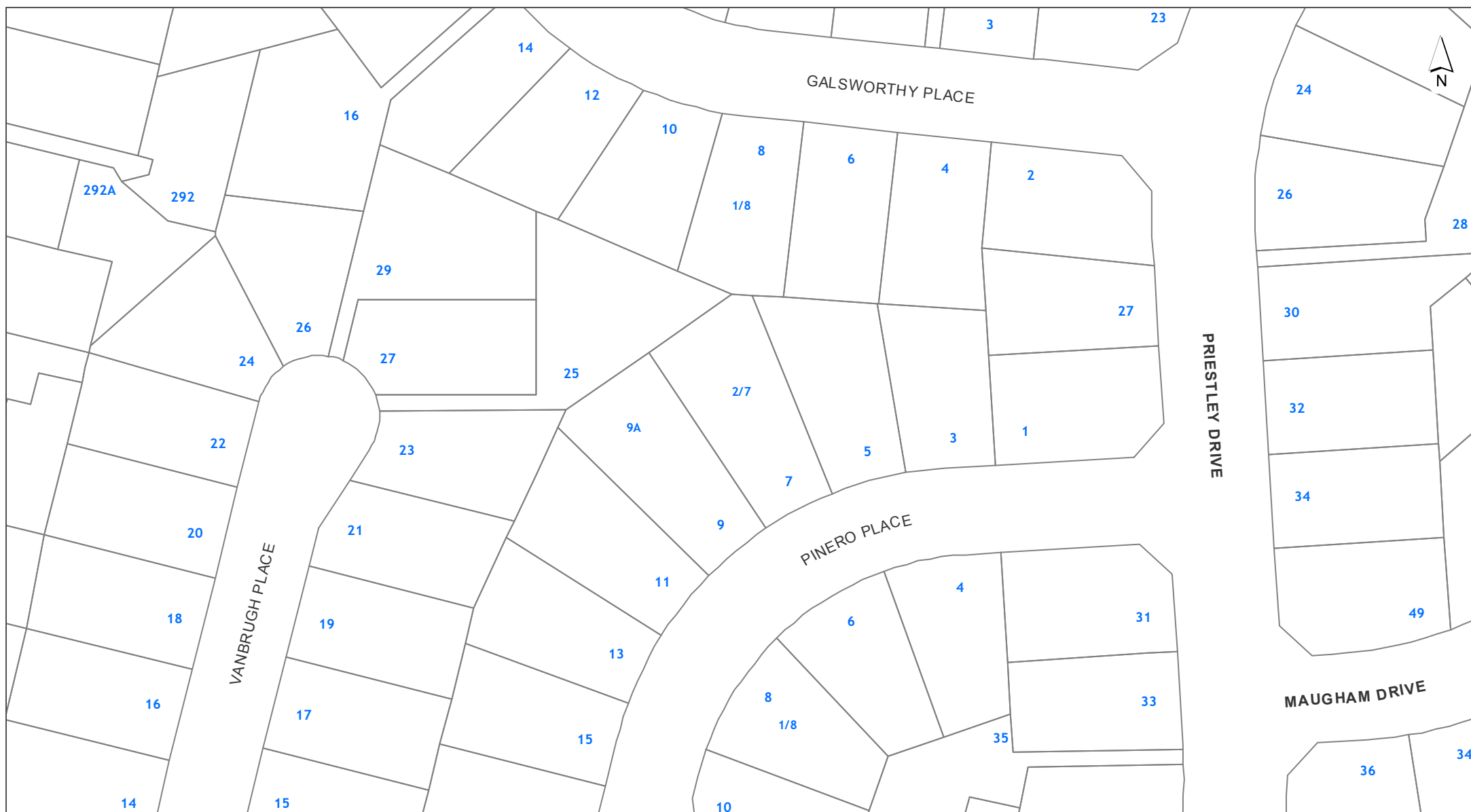
Controls

Controls: Macroinvertebrate Community Index - Urban

Controls: Stormwater Management Area Control - Flow 2

Overlays

Designations

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Built Environment

1/7 Pinero Place Bucklands Beach Auckland 2014

FLAT 1 DP 70222

0 7 14 21
Meters

Scale @ A4
= 1:1,000

Date Printed:
12/09/2019

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Controls

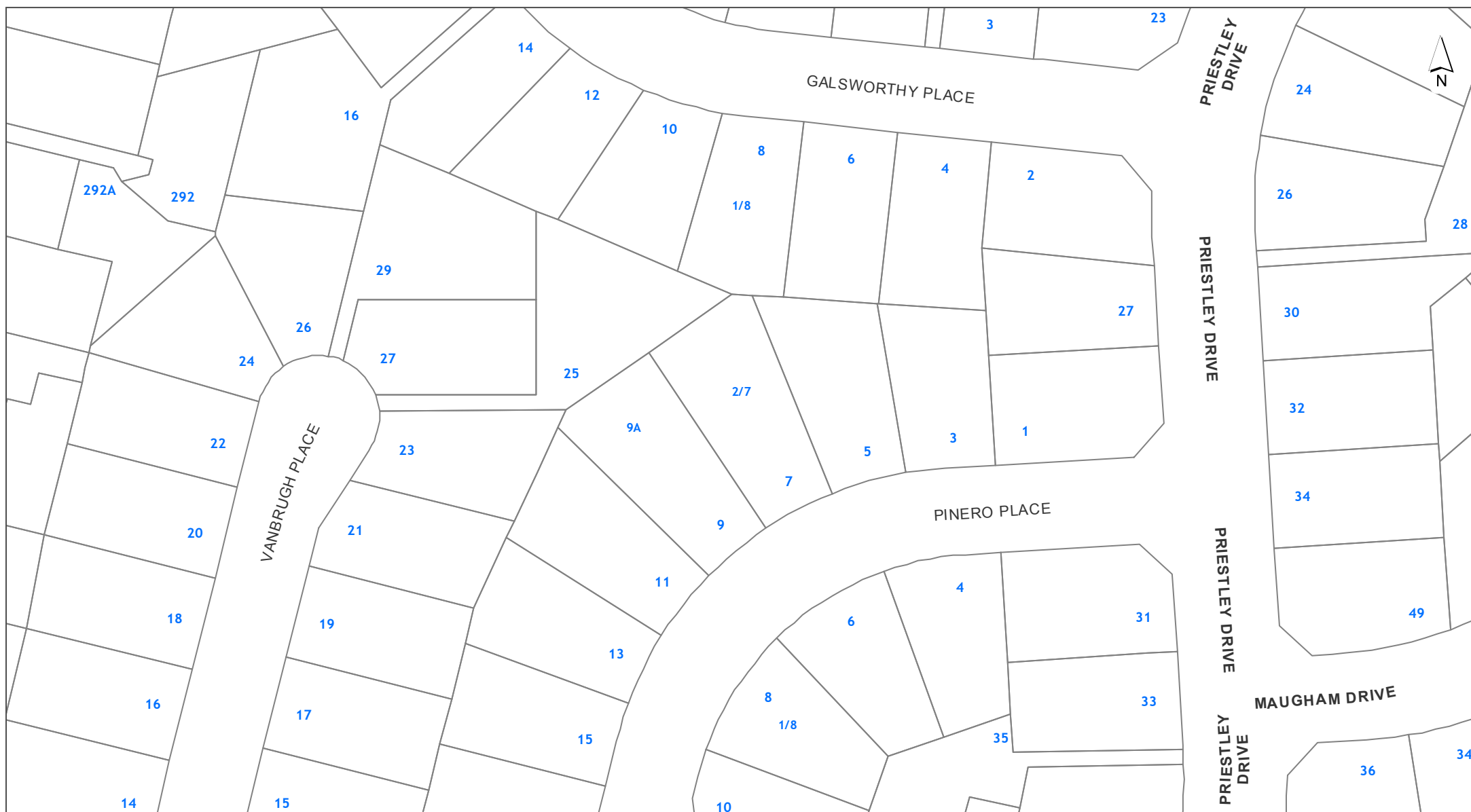
1/7 Pinero Place Bucklands Beach Auckland 2014

FLAT 1 DP 70222



Scale @ A4
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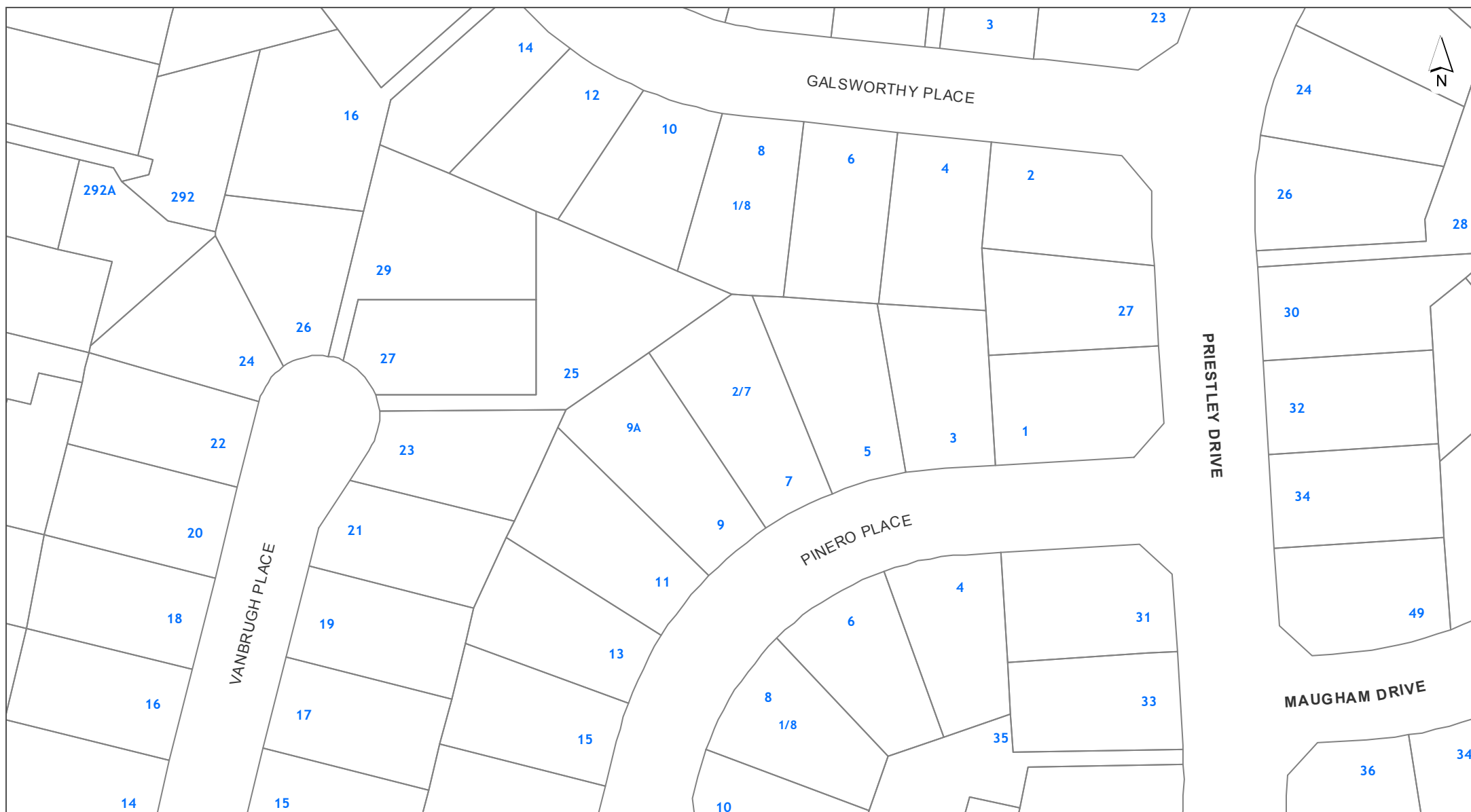
1/7 Pinero Place Bucklands Beach Auckland 2014

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Historic Heritage and Special Character

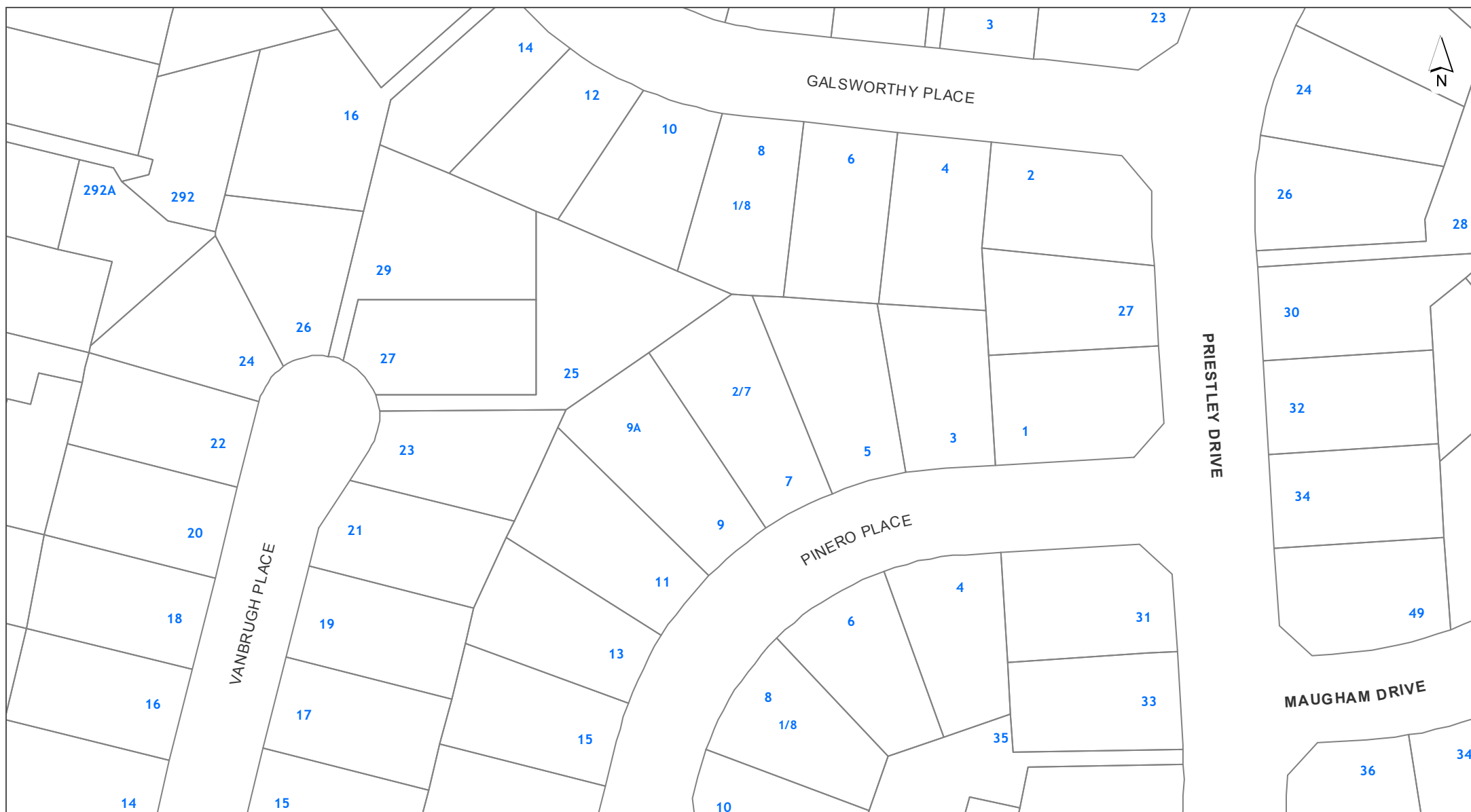
1/7 Pinero Place Bucklands Beach Auckland 2014

FLAT 1 DP 70222

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Meters

Scale @ A4
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Infrastructure

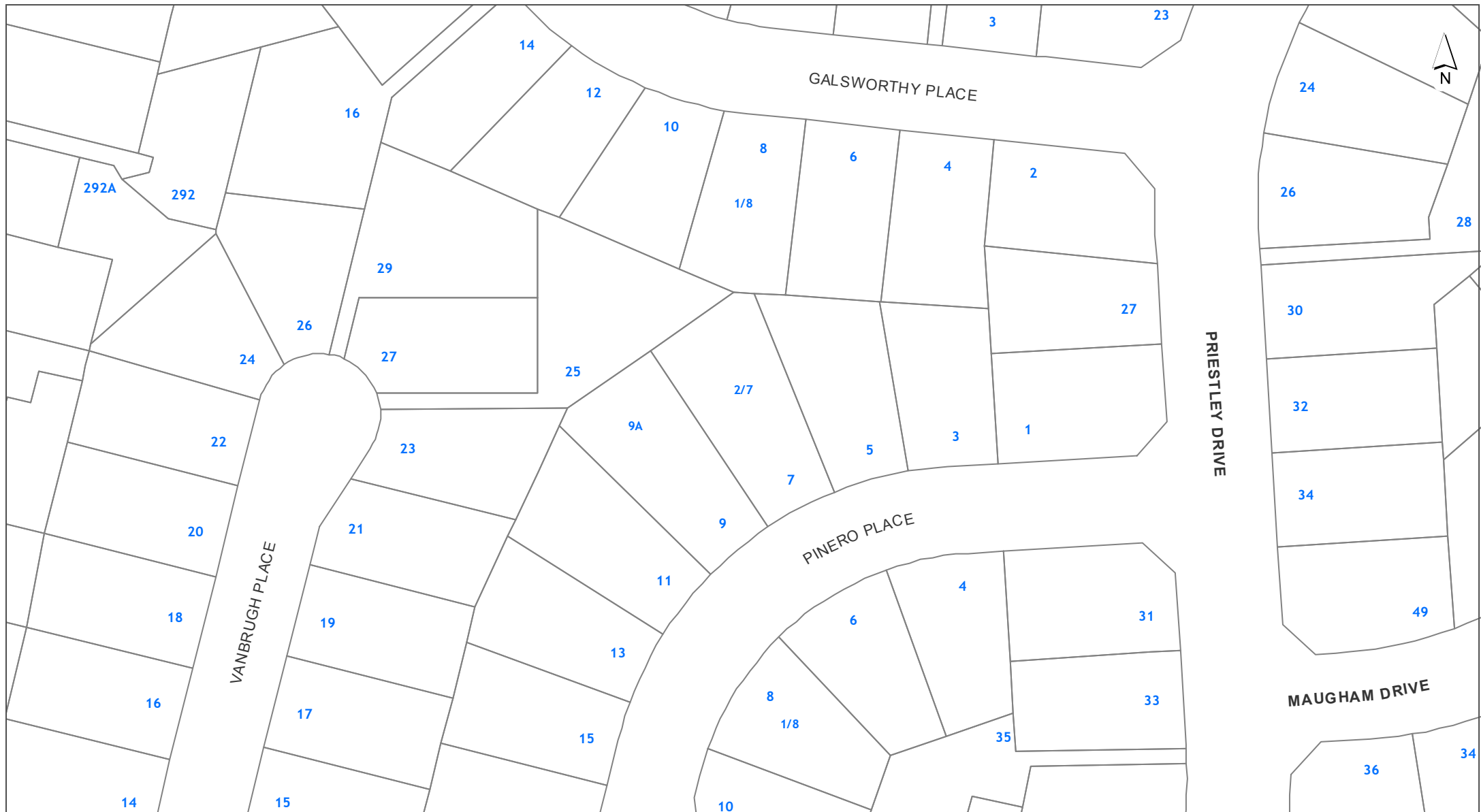
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FLAT 1 DP 70222

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Mana Whenua

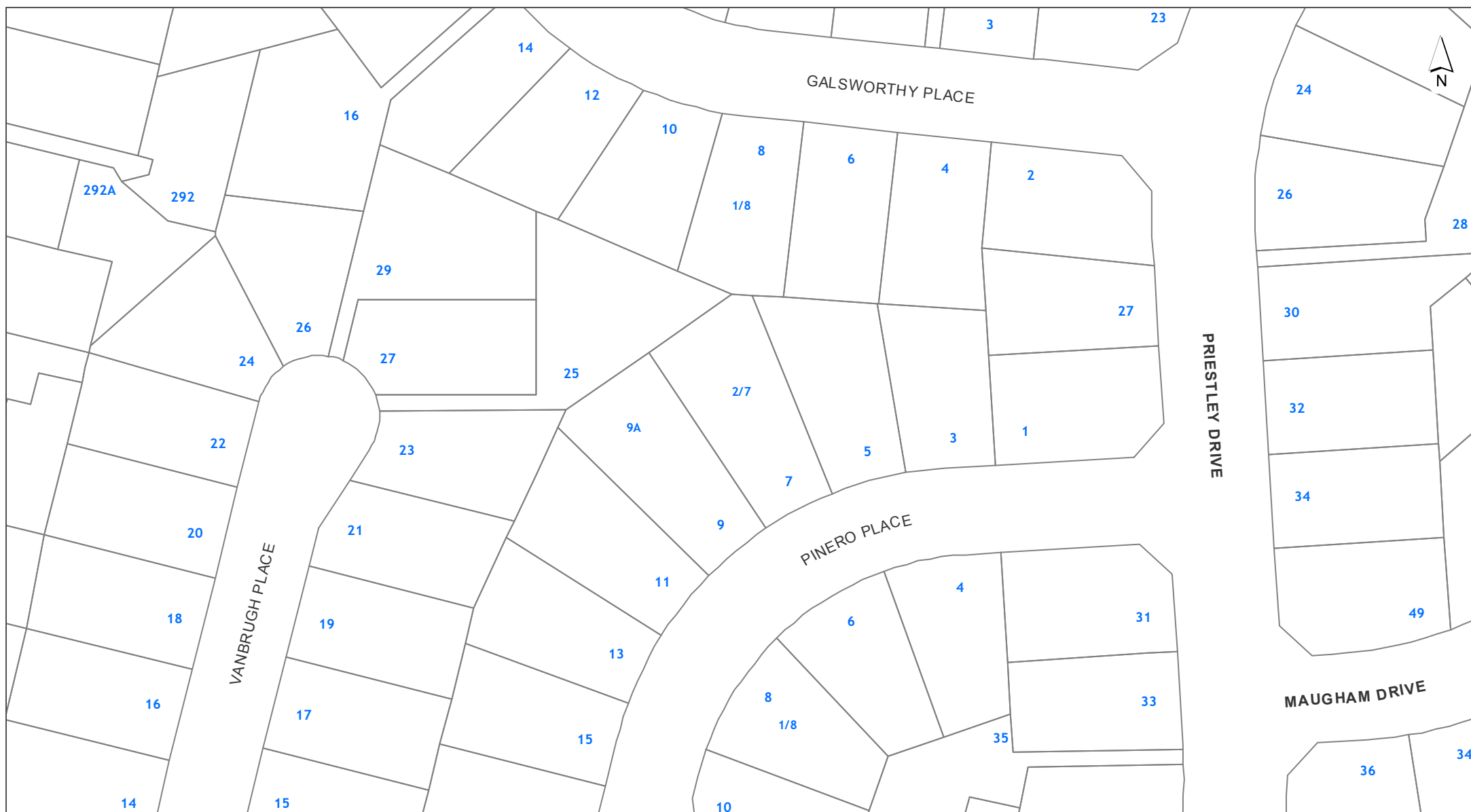
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Natural Heritage

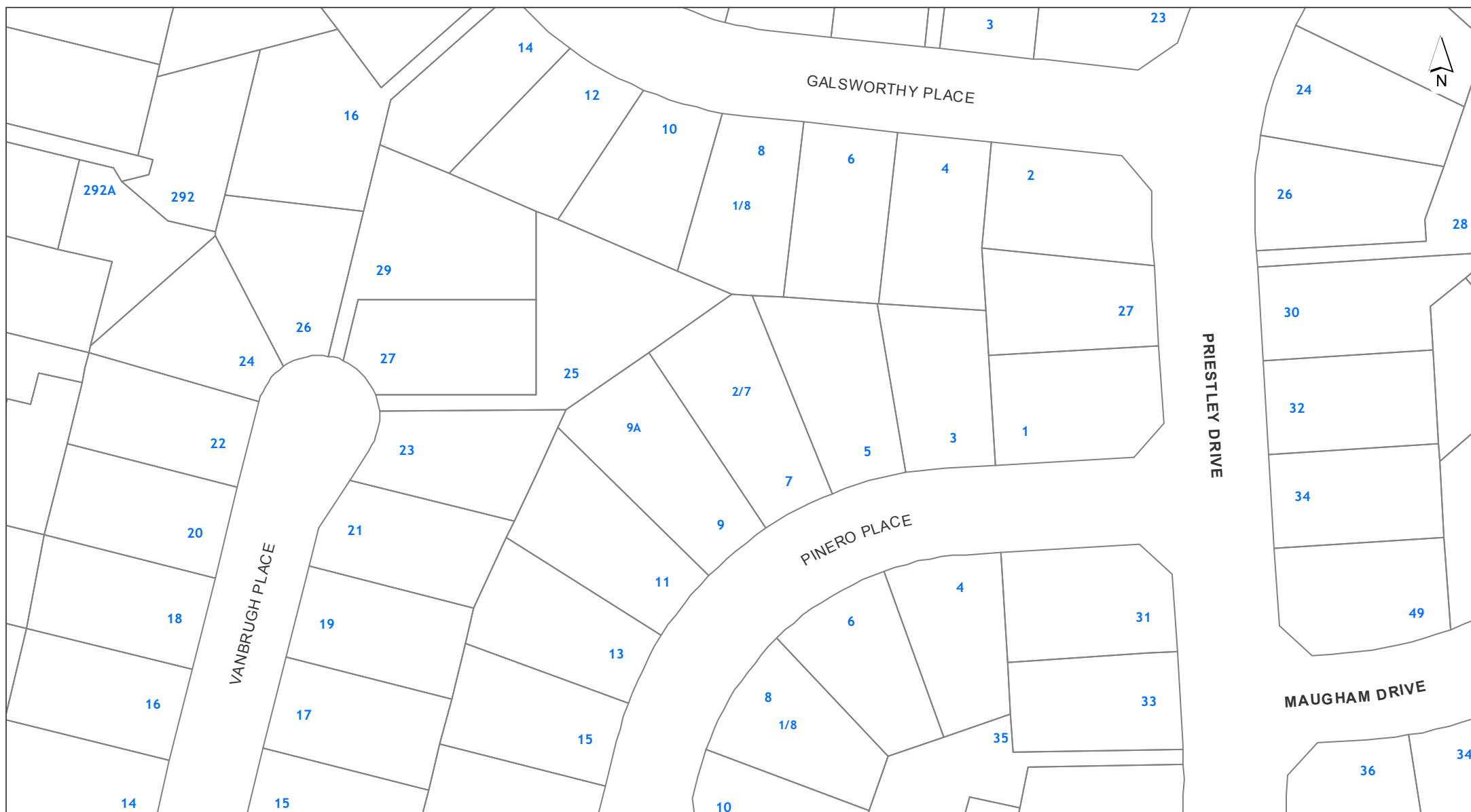
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Natural Resources

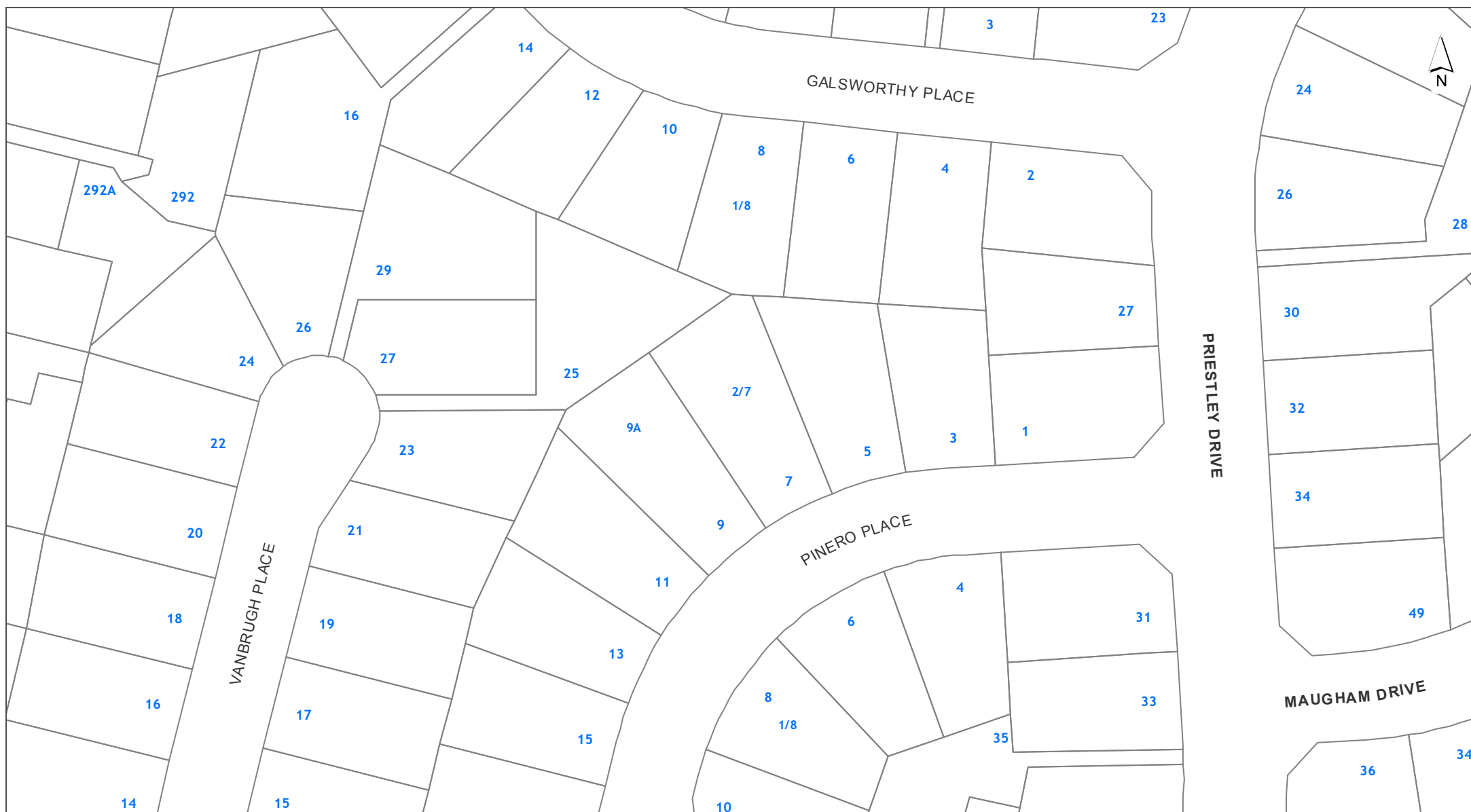
1/7 Pinero Place Bucklands Beach Auckland 2014

FLAT 1 DP 70222



Scale @ A4
= 1:1,000

Date Printed:
12/09/2019

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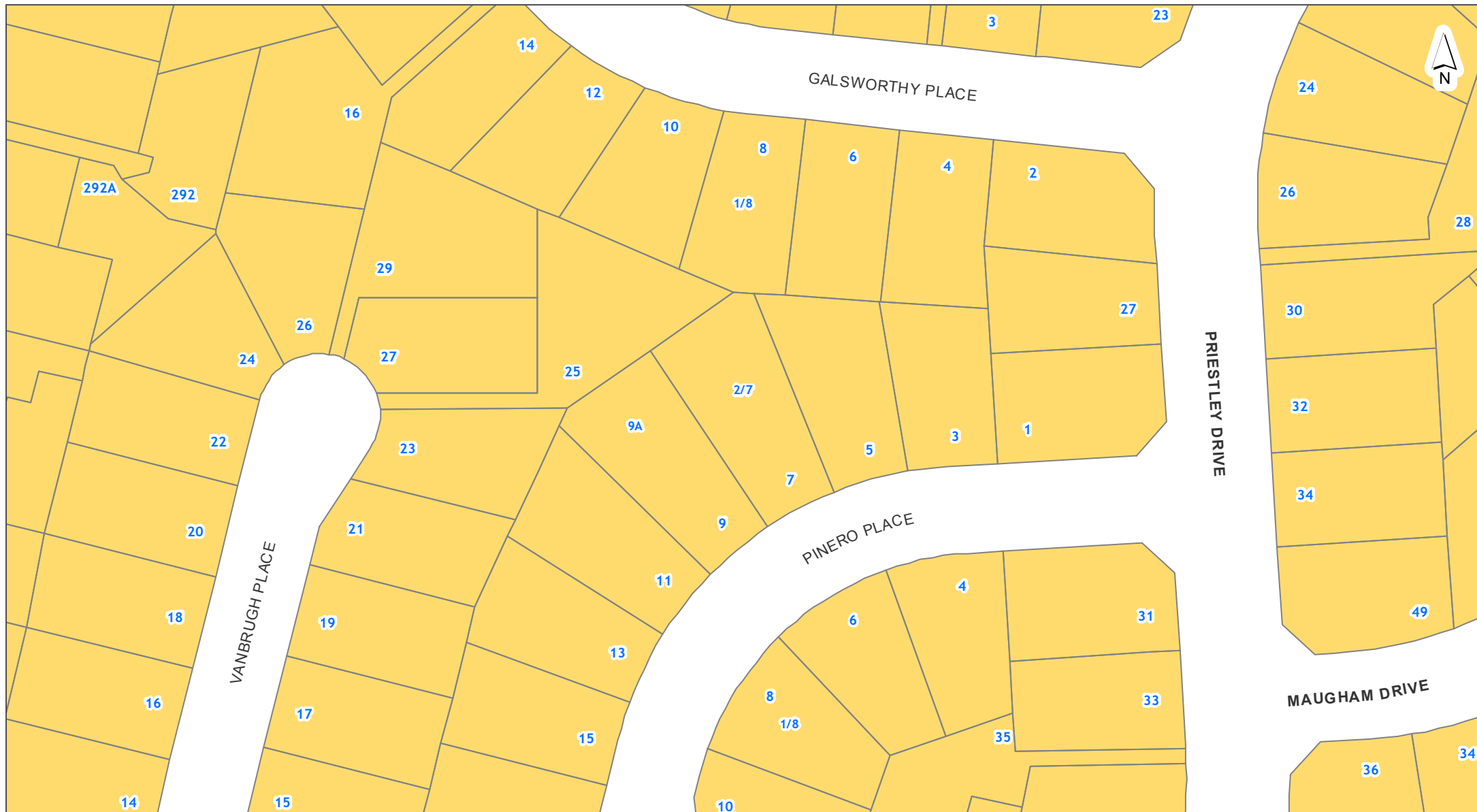
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Precincts**1/7 Pinero Place Bucklands Beach Auckland 2014****FLAT 1 DP 70222**

0 7 14 21
Meters

Scale @ A4
= 1:1,000

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Zones and Rural Urban Boundary
1/7 Pinero Place Bucklands Beach Auckland 2014
FLAT 1 DP 70222



0 7 14 21
Meters

Scale @ A4
= 1:1,000



Date Printed:
12/09/2019

NOTATIONS

Appeals

-  Properties affected by Appeals seeking change to zones or management layers
-  Properties affected by Appeals seeking reinstatement of management layers

Proposed Plan Modifications





-  Notice of Requirements
-  Plan Changes

Tagging of Provisions:

- [i] = Information only
- [rp] = Regional Plan
- [rcp] = Regional Coastal Plan
- [rps] = Regional Policy Statement
- [dp] = District Plan (only noted when dual provisions apply)

ZONING

Residential

-  Residential - Large Lot Zone
-  Residential - Rural and Coastal Settlement Zone
-  Residential - Single House Zone
-  Residential - Mixed Housing Suburban Zone
-  Residential - Mixed Housing Urban Zone
-  Residential - Terrace Housing and Apartment Buildings Zone








Business

-  Business - City Centre Zone
-  Business - Metropolitan Centre Zone
-  Business - Town Centre Zone
-  Business - Local Centre Zone
-  Business - Neighbourhood Centre Zone
-  Business - Mixed Use Zone
-  Business - General Business Zone
-  Business - Business Park Zone
-  Business - Heavy Industry Zone
-  Business - Light Industry Zone

Open space

-  Open Space - Conservation Zone
-  Open Space - Informal Recreation Zone
-  Open Space - Sport and Active Recreation Zone
-  Open Space - Civic Spaces Zone
-  Open Space - Community Zone
-  Water [i]



Rural

-  Rural - Rural Production Zone
-  Rural - Mixed Rural Zone
-  Rural - Rural Coastal Zone
-  Rural - Rural Conservation Zone
-  Rural - Countryside Living Zone
-  Rural - Waitakere Foothills Zone
-  Rural - Waitakere Ranges Zone

Future Urban

-  Future Urban Zone
-  Green Infrastructure Corridor (Operative in some Special Housing Areas)

Infrastructure

-  Special Purpose Zone - Airports & Airfields
Cemetery
Quarry
Healthcare Facility & Hospital
Tertiary Education
Māori Purpose
Major Recreation Facility
School
-  Strategic Transport Corridor Zone

Coastal

-  Coastal - General Coastal Marine Zone [rcp]
-  Coastal - Marina Zone [rcp/dp]
-  Coastal - Mooring Zone [rcp]
-  Coastal - Minor Port Zone [rcp/dp]
-  Coastal - Ferry Terminal Zone [rcp/dp]
-  Coastal - Defence Zone [rcp]
-  Coastal - Coastal Transition Zone














Precincts

--- Rural Urban Boundary









--- Indicative Coastline [i]

Overlays


Natural Resources

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


Infrastructure

	Airport Approach Surface Overlay	
	Aircraft Noise Overlay	
	City Centre Port Noise Overlay [rcp / dp]	
	Quarry Buffer Area Overlay	
	National Grid Subdivision Corridor	} National Grid Corridor Overlay
	National Grid Substation Corridor	
	National Grid Yard Compromised	
	National Grid Yard Uncompromised	
















Mana Whenua

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








Built Environment

	Identified Growth Corridor Overlay
--	------------------------------------





















Natural Heritage

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

Historic Heritage & Special Character

	Historic Heritage Overlay Place [rcp/dp]	
	Historic Heritage Overlay Extent of Place [rcp/dp]	
	Special Character Areas Overlay Residential and Business	
	Auckland War Memorial Museum Viewshaft Overlay [rcp/dp]	
	Auckland War Memorial Museum Viewshaft Overlay Contours [i]	
	Stockade Hill Viewshaft Overlay – 8m height area	
	Stockade Hill Viewshaft [i]	

Controls

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

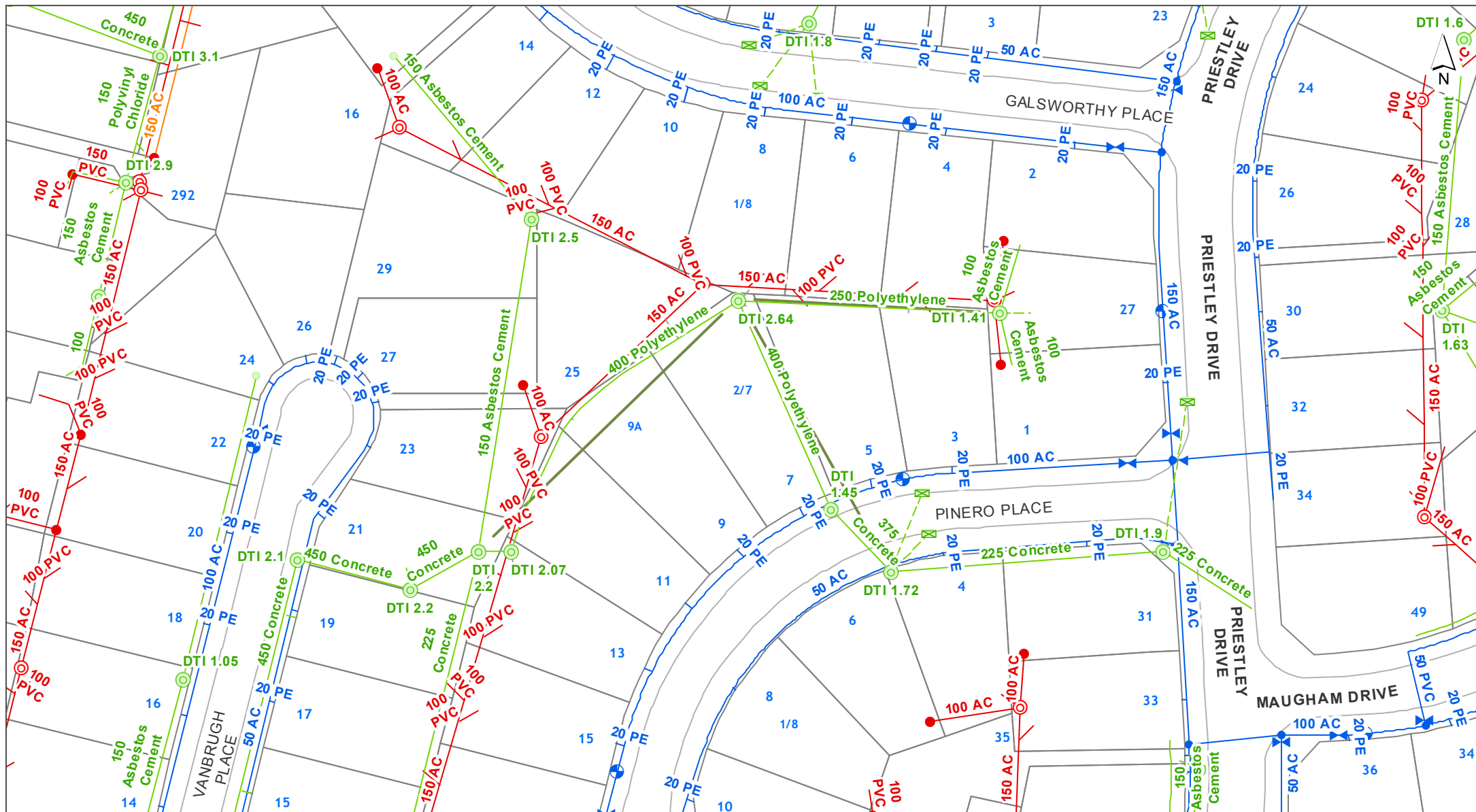
Designations



Designations



Airspace Restriction Designations

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Underground Services

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12/09/2019


















Stormwater

Note: Unless otherwise specified in the text below, the *colour* of a Stormwater symbol is determined by the ownership or usage status, using the following colour scheme:















Public , **Private** or **Abandoned**

	Treatment Device		Overland Flowpath (Public)
	Septic Tank		Overland Flowpath (Private)
	Septic Tank (Hi-Tech)		Forebay (Public)
	Soakage System		Forebay (Private)
	Inspection Chamber		Treatment Facility (Public)
	Manhole (Standard / Custom)		Treatment Facility (Private)
	Inlet & Outlet Structure		Pump Station
	Inlet & Outlet (No Structure)		Planting
	Catchpit		Embankment
	Spillway		Viewing Platform
	Safety Benching		Bridge
	Culvert / Tunnel		Erosion & Flood Control (Other Structure)
	Subsoil Drain		Erosion & Flood Control (Wall Structure)
	Gravity Main		
	Rising Main		
	Connection		
	Fence		
	Lined Channel		
	Watercourse		















Water

	Valve
	Hydrant
	Fitting
	Other Watercare Point Asset
	Other Watercare Linear Asset
	Local Pipe (Bulk)
	Local Pipe (In Service)
	Local Pipe (Abandoned)
	Transmission Pipe (In Service)
	Transmission Pipe (Out of Service)
	Transmission Pipe (Proposed)
	Pump Station
	Reservoir
	Other Structure (Local)
	Chamber (Transmission)
	Water Source (Transmission)
	Other Watercare Structures and Areas

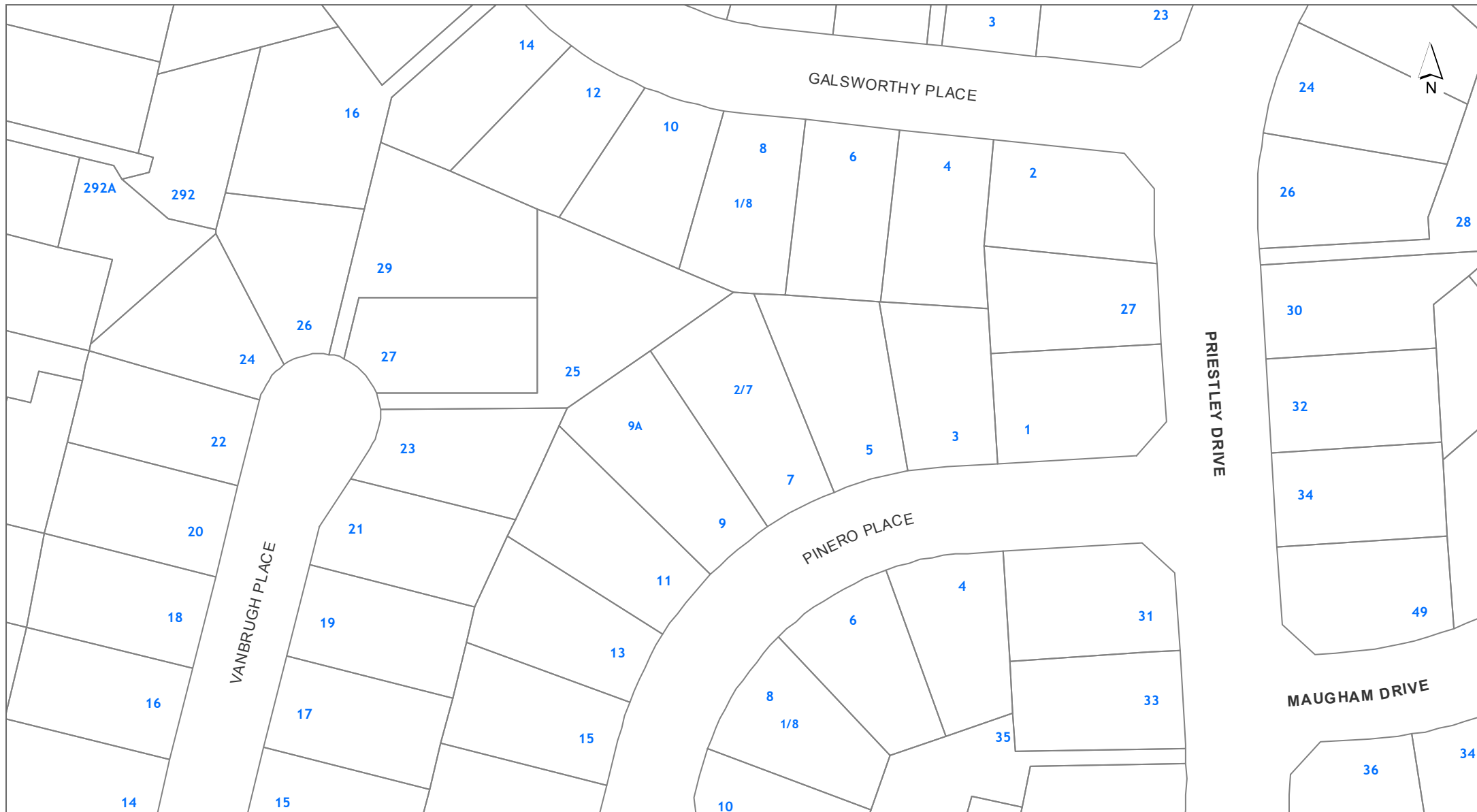
Wastewater

	Fitting
	Fitting (Non Watercare)
	Manhole
	Pipe (Non Watercare)
	Local Pipe (Main / Service Line)
	Local Pipe (Abandoned)
	Local Pipe (Future)
	Transmission Pipe (In Service)
	Transmission Pipe (Out Of Service)
	Transmission Pipe (Proposed)
	Chamber
	Structure (Non Watercare)
	Pump Station
	Wastewater Catchment

Utilities

	Transpower Site
	Pylon (Transpower)
	110 kv - Electricity Transmission
	220 kv - Electricity Transmission
	400 kv - Electricity Transmission
	Aviation Jet A1 Fuel Pipeline
	Liquid Fuels Pipeline [Marsden to Wiri]
	Gas Transmission Pipeline
	High-Pressure Gas Pipeline
	Medium-Pressure Gas Pipeline
	Indicative Steel Mill Slurry Pipeline
	Indicative Steel Mill Water Pipeline
	Fibre Optic Cable (ARTA)
	Contour Interval

Legend
updated:
15/08/2019

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Hazards

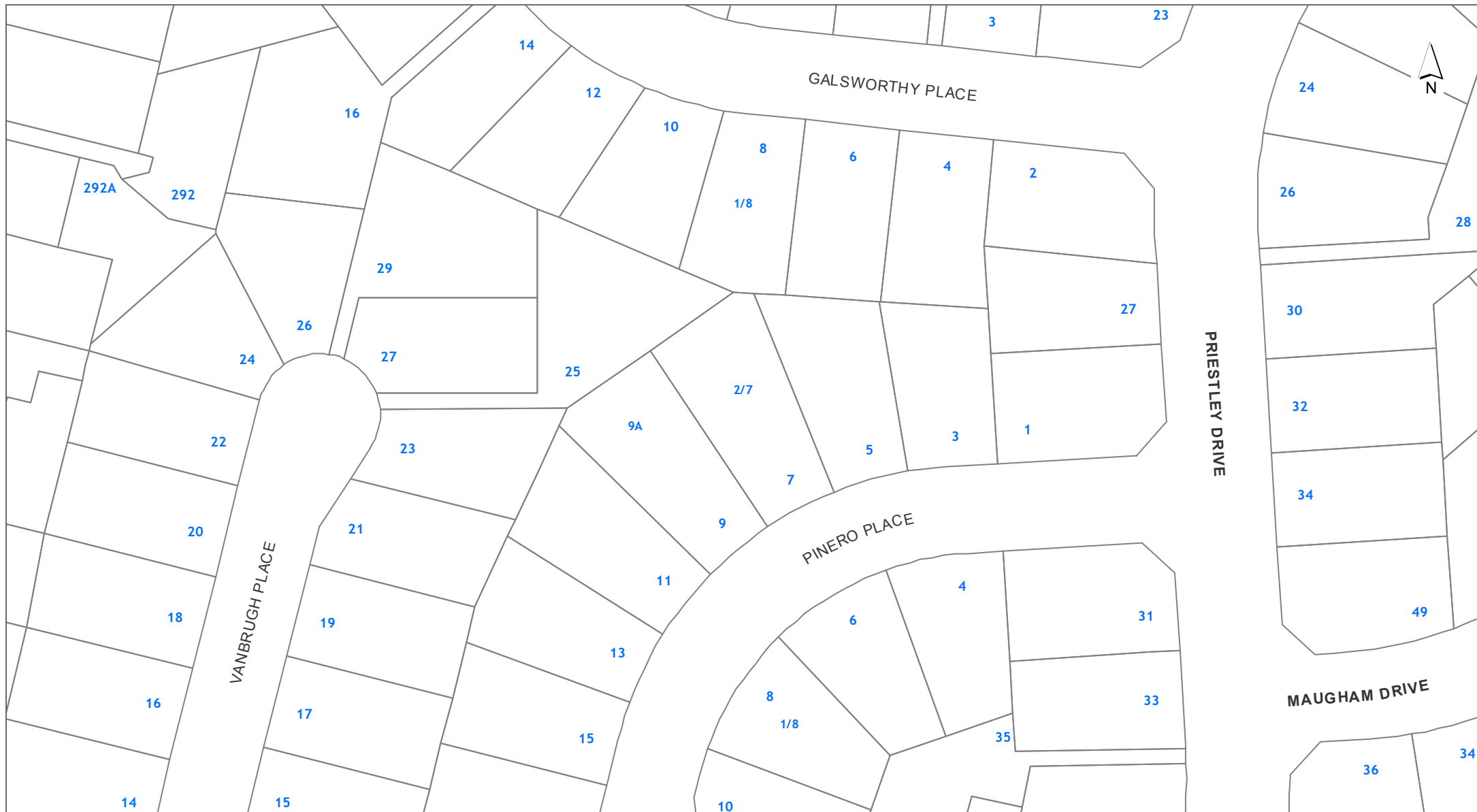
1/7 Pinero Place Bucklands Beach Auckland 2014

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0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

Date Printed:
12/09/2019

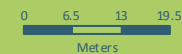
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Natural Hazards - Coastal Inundation

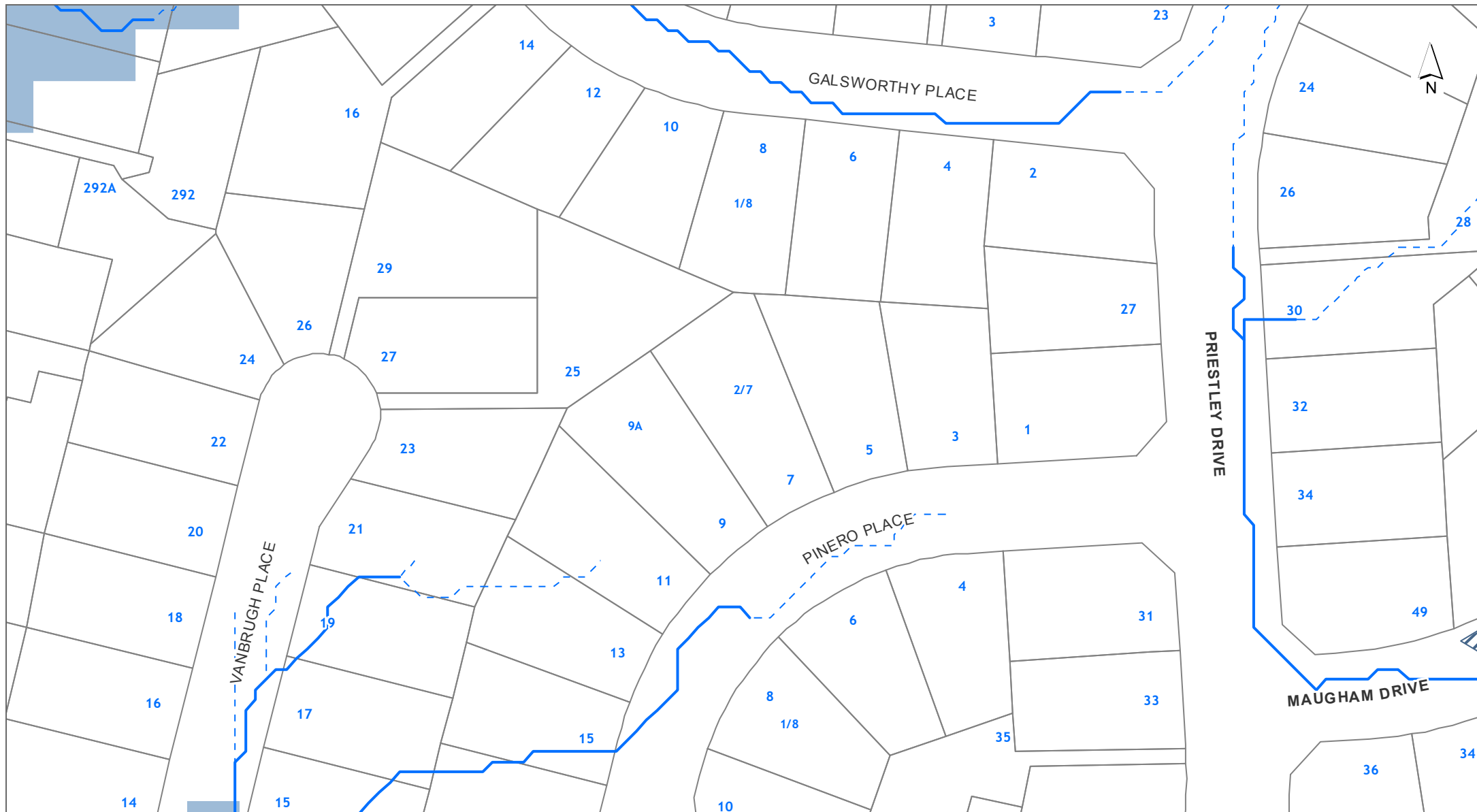
1/7 Pinero Place Bucklands Beach Auckland 2014

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Natural Hazards - Flooding

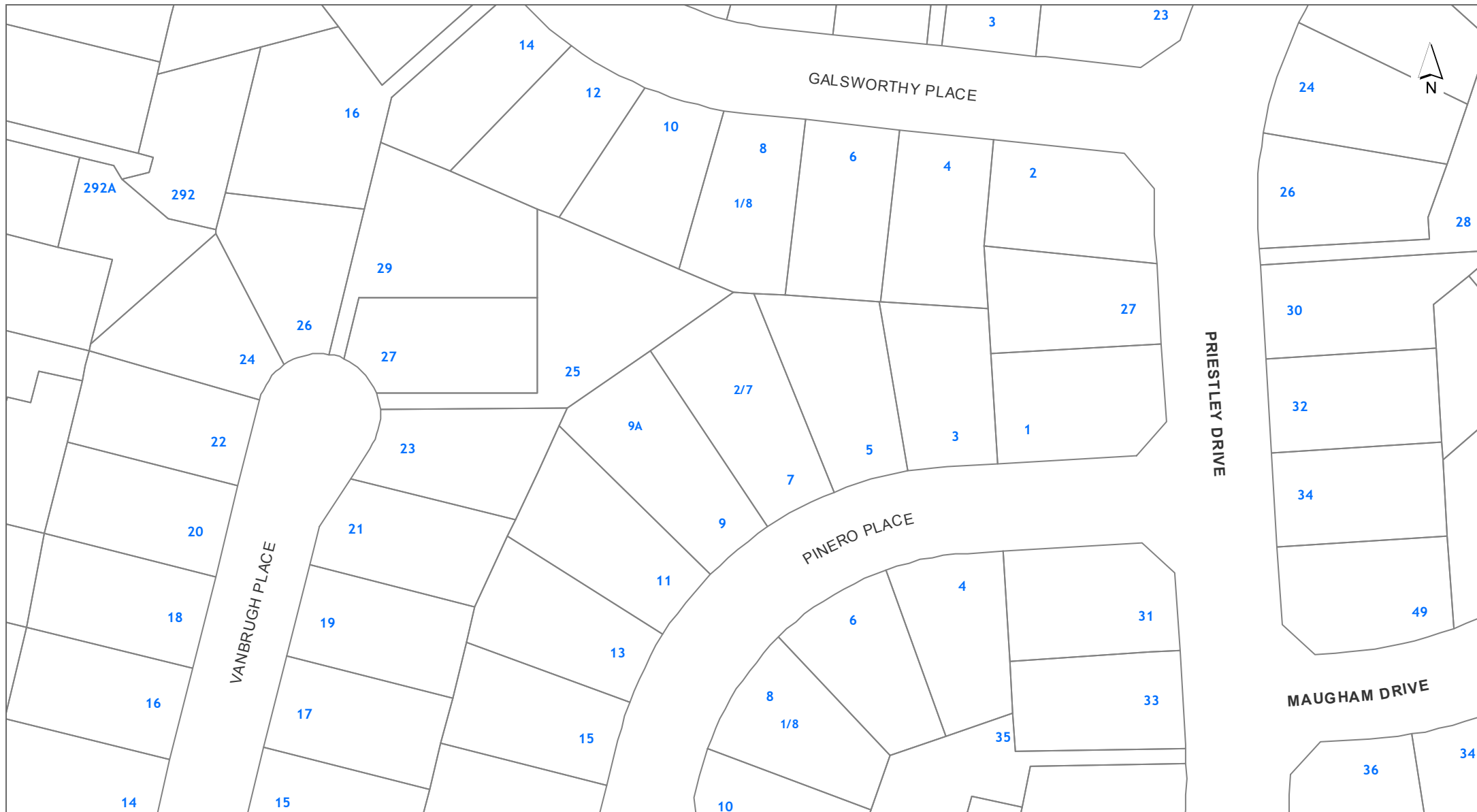
1/7 Pinero Place Bucklands Beach Auckland 2014

FLAT 1 DP 70222

0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

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Natural Hazards - Sea Spray

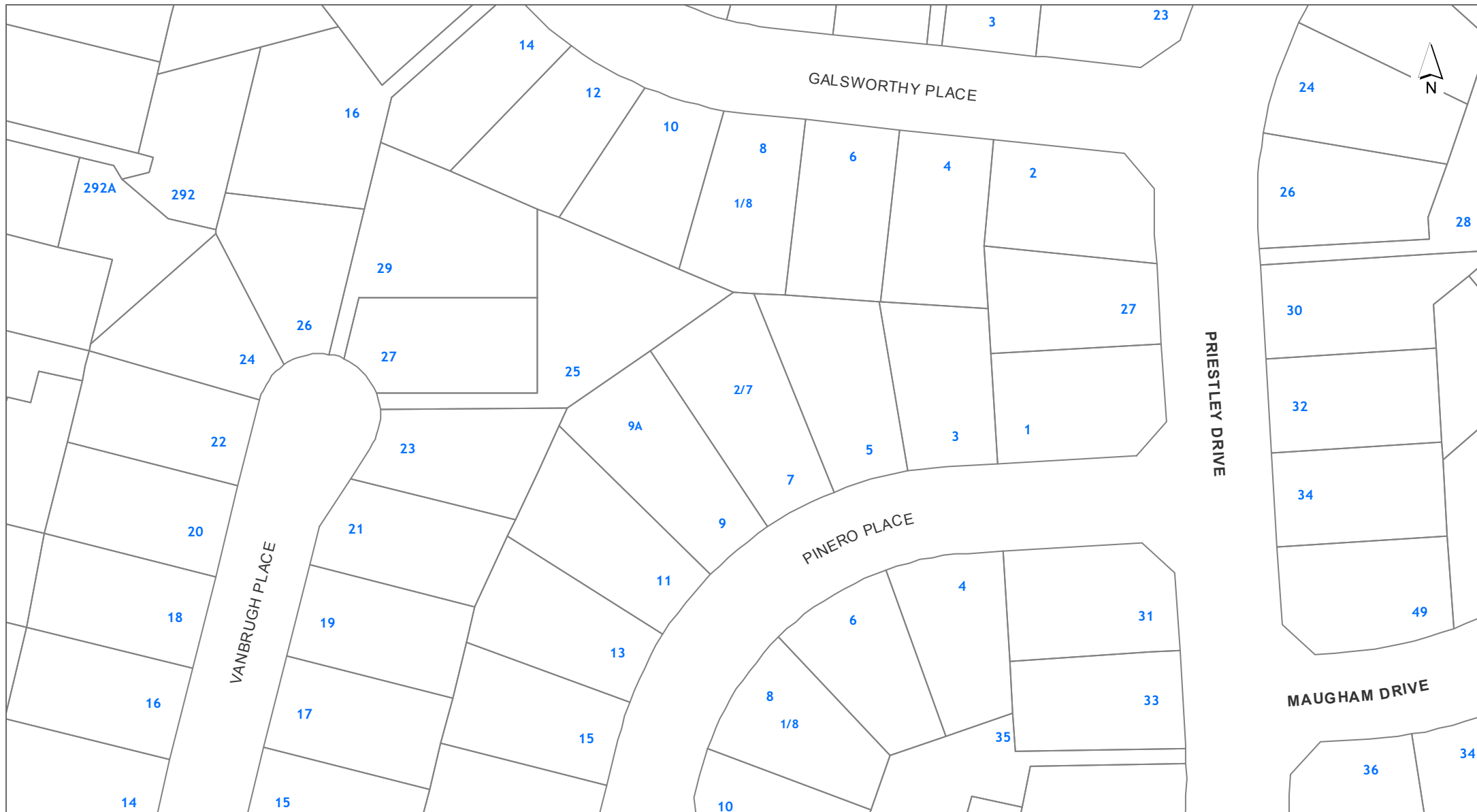
1/7 Pinero Place Bucklands Beach Auckland 2014

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0 6.5 13 19.5
Meters

Scale @ A4
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Date Printed:
12/09/2019

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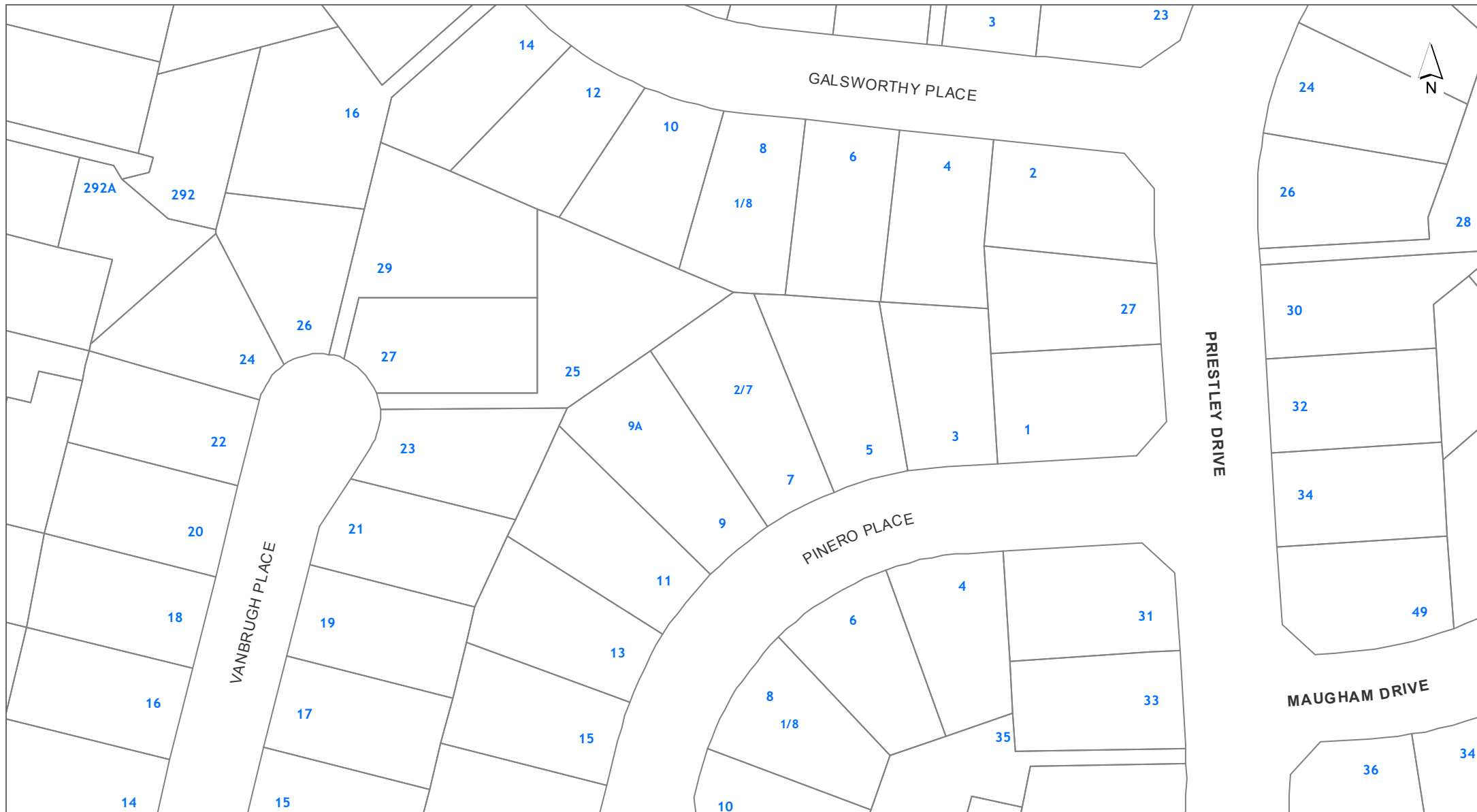
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Natural Hazards - Volcanic Cones**1/7 Pinero Place Bucklands Beach Auckland 2014****FLAT 1 DP 70222**

0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

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Other

1/7 Pinero Place Bucklands Beach Auckland 2014

FLAT 1 DP 70222

0 6.5 13 19.5
Meters

Scale @ A4
= 1:1,000

Date Printed:
12/09/2019
















Hazards

Soil Warning Area

-  Fill (Franklin District only)
-  Advisory (Franklin District only)
-  Contamination (Franklin District only)
-  Erosion (Franklin District only)
-  Hazardous Activities & Industries List (HAIL) (Franklin District only)
-  Inundation (Franklin District only)
-  Rainfall Event (Franklin District only)
-  Slippage (Franklin District only)
-  Subsidence (Franklin District only)
-  Slippage / Subsidence / Erosion etc (Auckland City and Papakura District only)
-  Uncertified Fill (Auckland City and Papakura District only)
-  Organic Soil (Auckland City and Papakura District only)
-  Filled / Weak Ground (Auckland City and Papakura District only)
-  Refuse Tips Site / Weak Area (Auckland City and Papakura District only)
-  Unstable / Suspected Ground (Auckland City and Papakura District only)
-  Allochthon Waitemata (Rodney District only)
-  Motatau Complex (Rodney District only)
-  Puriri Mudstone (Rodney District only)
-  Mahurangi Limestone (Rodney District only)
-  Mangakahia Complex (Rodney District only)
-  Hukerenui Mudstone (Rodney District only)
-  Whangai Formation (Rodney District only)
-  Tangihua Complex (Rodney District only)
-  within 150m of Northland Allochthon (Rodney District only)




Hazards

Soil Warning Area continued

-  Soil D (Rodney District only)
-  within 150m of Soil D (Rodney District only)
-  Soil C (Rodney District only)
-  within 150m of Soil C (Rodney District only)
-  Soil B (Rodney District only)
-  within 150m of Soil B (Rodney District only)
-  Soil A (Rodney District only)
-  Gas Main Pipeline
-  Petroleum Pipeline
-  Closed Landfill (Auckland Council owned)
-  Closed Landfill (Privately owned)
-  Air Discharge (Franklin District only)
-  No Soakage (Franklin District only)
-  Indicative Steel Mill Slurry Line 20m Buffer (Franklin District only)
-  Indicative Steel Mill Water Line 20m Buffer (Franklin District only)

Natural Hazards

Overland Flow Path

-  Catchment area 2000m² to 3999 m²
-  Catchment area 4000 m² to 3 Ha
-  Catchment area 3 Ha and above

 1% AEP Flood Plain




 Flood Prone Areas

 Flood Sensitive Areas

 Sea Spray








 Volcanic Cones

Coastal Inundation

-  1% AEP
-  1% AEP plus 1m sea level rise
-  1% AEP plus 2m sea level rise

Other

Cultural Heritage Index

-  Archaeological Site
-  Hayward and Diamond
-  Historic Botanical Site
-  Historic Structure
-  Maori Heritage Area
-  Maritime Site
-  Reported Historic Site

The information Council holds in relation to Special Land Features differs based on the area a property is located in. Those areas where information is held on a Special Land Feature is denoted in the legend above.

Legend updated: 12/06/2018

DRAINAGE PLAN

Owner of Property

F. Wegner

Drainlayer

B. B. Shaffer

Drainlayer's Licence No.

3163

Address

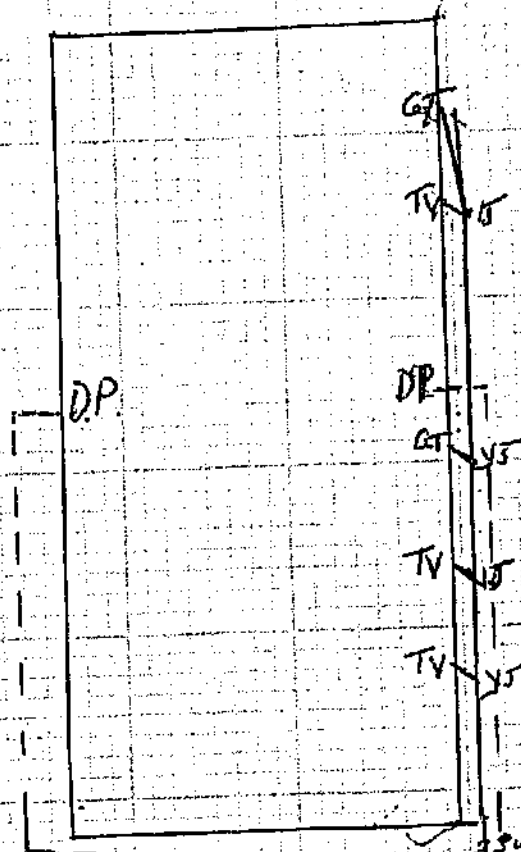
*15209 St. Pinero Place
Bucklands Beach*

Drainage Permit No.

Building Permit No.

NOTE — For Drainage Work a scale plan in ink showing street line, section, boundaries, buildings in outline, lines or drains, inspection pipes, etc., MUST be supplied.

Pinero St.



6" SW.

6" ZouL.

APPROVED

J. L. Barber
INSPECTOR

DATE:

70-7-73

1 Foot
SCALE:—1 1/8th inch = 2 Feet
CITY OF MANUKAU



RENTAL APPRAISAL

1/7 Pinero Place, Bucklands Beach, Auckland



Friday 20th September 2019

Note: This appraisal is a desktop appraisal based on currently available public information.

Highlights and Features

- Modern well-presented 2 Bedroom
- 1 Spacious bathroom with large walk in shower.
- New quality kitchen that opens out to the lounge.
- Single car garage with internal access.

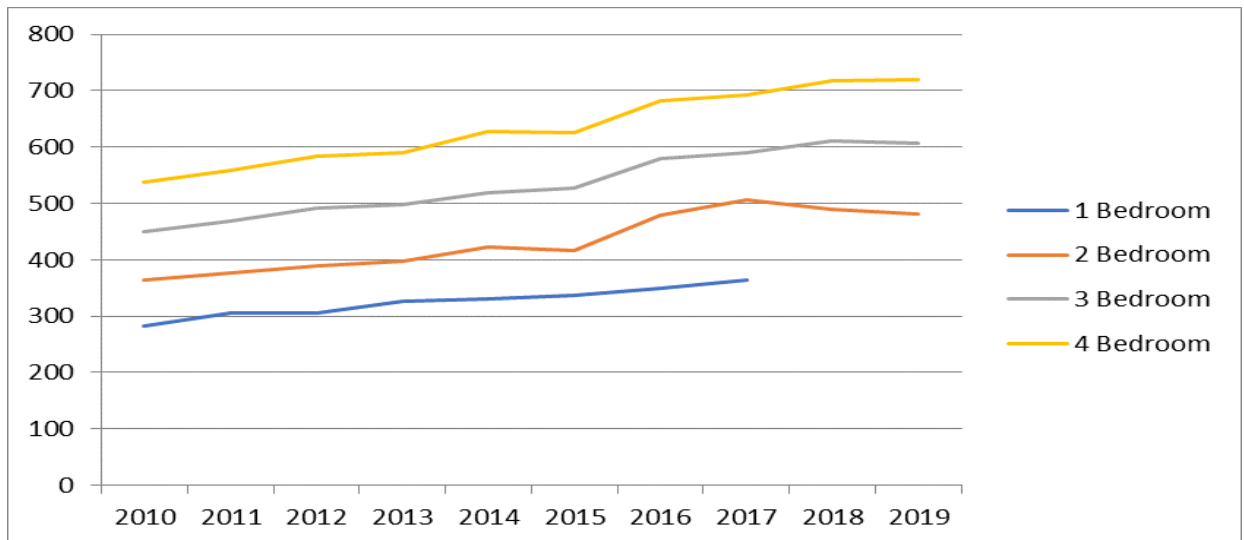
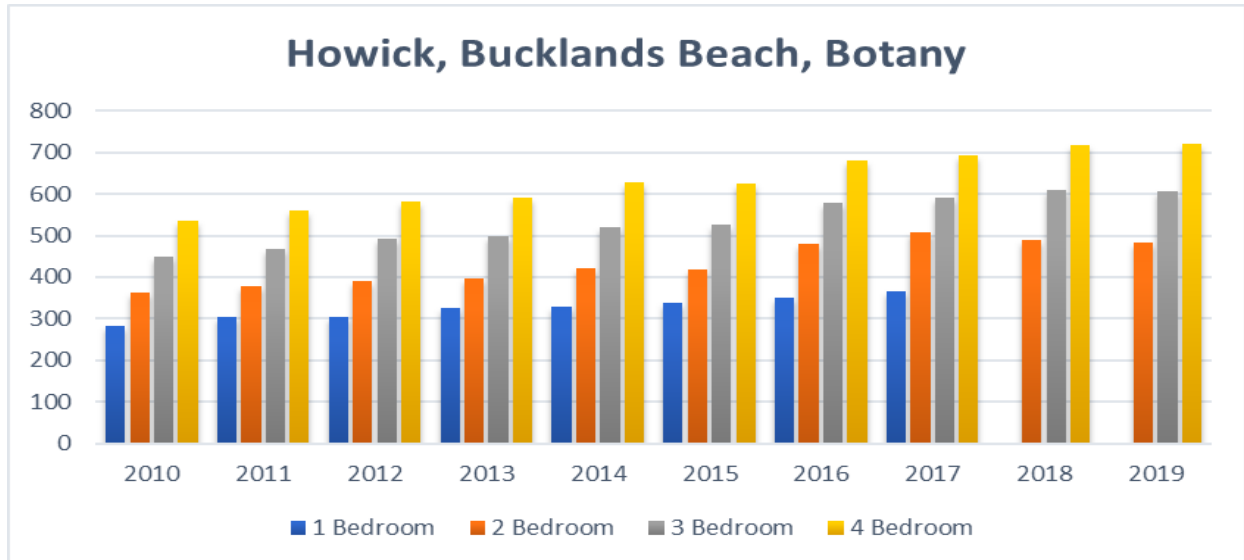
In assessing this property we took into account the position, presentation, age, comparisons of similar properties available to rent in the area, and the present rental market conditions.

The rental range for this residential property would rent between **\$540.00 - \$580.00** per week.

Comparable Properties

Street/Suburb	Brief description	Rent pw	Days on market
33 Cherry Road, Bucklands Beach	2 bedrooms, 1 bathroom	\$500.00	Listed 16/09/2019
6 Mander Place, Bucklands Beach	2 bedrooms, 1 bathroom	\$535.00	Listed 11/09/2019
6 Warf Road, Bucklands Beach	2 bedrooms, 1 bathroom	\$550.00	Listed 05/09/2019

Type	Bedrooms	Bonds Received	Lower Quartile	Median	Upper Quartile
House	2	12	\$485	\$500	\$565
House	3	29	\$575	\$640	\$690
House	4	36	\$680	\$750	\$850
House	5+	10	\$730	\$795	\$830



The above graph have been compiled using statistics from the Ministry of Business, Innovation and Employment (MBIE). These are accurate up to date figures which reflect exactly what properties in the area have been tenanted for, as the information is gathered using the bonds which are lodged with Tenancy Services.

Bayleys Property Management offers a full management service and a casual letting service. Our Property Managers are responsible for ensuring that we tenant properties to the best possible applicant, a full credit and reference check is carried out on each applicant.

Inspections are carried out on a regular basis; a full report is provided upon completion. Rent is entered on a daily basis and any arrears followed up immediately, Bayleys Property Management has a zero rent arrears policy.

If you have any queries or concerns regarding the appraisal, or if you are interested in finding out more about the service we offer please do not hesitate to call me as I would be happy to assist you.

Yours Sincerely,

Kegan Monteiro
Residential Property Manager

M + 64 27 739 3357 | E + Kegan.monteiro@bayleys.co.nz | www.bayleys.co.nz
2 Harris Road, East Tamaki, Auckland, New Zealand
Bayleys Real Estate Ltd, Licensed under the REA Act 2008

Disclaimer

This appraisal of your property's market rental is given in good faith based on market information at the date of appraisal. This appraised rent reflects what the property should be marketed at to generate offers from suitable tenants. The ultimate rent achieved may differ from the amount indicated in the appraisal. No warranty is given by Bayleys or its agents on the achievement or otherwise of the appraised market rent or to any person who places reliance on the information contained in this report.

This appraisal is based on currently available public information. Neither Bayleys nor its agents have viewed the property and its surrounding area to assist in making this appraisal. The physical characteristics of the property and its surround can have a significant bearing on the rent achieved.

The appraised market rent provided by Bayleys is not a Registered Valuer's rental assessment. We recommend you seek advice from a registered Valuer when making decisions on your rental property.

Renting your property involves a number of factors including achievable rent, tenure of tenancy, creditworthiness of tenant, and upkeep of property. The Bayleys Residential Letting and Management team offers a comprehensive yet cost effective property management service. Our knowledge of the market and professional skills ensures the highest possible rental is achieved relative to the term and with the best possible tenant.

PRE-AUCTION OFFER PROCEDURE & AGREEMENT PURCHASERS ACKNOWLEDGEMENT

Subject Property Address: 1/7 Pinero Place, Bucklands Beach, Auckland

Vendor(s) Names: Nicholas Joseph Riedel

Prospective Purchaser(s) Names:

Date: **Time:**

The following procedure will occur in the event of pre-auction offers:

1) Terms of Offer:

Any pre-auction offer by prospective purchaser(s) must be: submitted in writing; drawn up on the current ADLS / REINZ approved terms & conditions of auction sale documentation; approved by the vendor's Solicitor; a deposit of 10% payable on the execution of the auction contract by both parties.

2) The offer to be conditional upon the following clause:

21.0 Pre-Auction Offer Condition

21.1 This agreement is conditional upon the vendor not receiving a bid at the auction at a purchase price higher than the purchase price set out in this agreement. If no higher bid is received, this agreement shall be unconditional. If a higher bid is received, this agreement shall be cancelled.

21.2 The vendor agrees that the date of the auction shall be brought forward and held before 5pm on the fourth working day after the date this agreement is signed by both parties but no earlier than 11:00am on the third working day after the date this agreement is signed by both parties.

21.3 As soon as reasonably practicable but no later than 4.00pm on the next working day following the auction having been completed the vendor shall notify the purchaser in writing as to whether or not the condition in clause 21.1 has been satisfied.

21.4 For the purposes of this clause 21.0 the auction shall be deemed to have been completed when the auctioneer makes it clear that bidding is closed.

21.5 Nothing in this agreement shall prohibit the purchaser from attending the auction and bidding during the auction process.

21.6 This clause is inserted for the sole benefit of the vendor.

22.0 Confidentiality

22.1 The parties agree and warrant they will keep the contents (but not the existence) of this agreement strictly confidential between them (and their legal advisers) until the unconditional date or such time prior or later as agreed by both parties. It is agreed that this is an essential term of the agreement.

3) Confidentiality of Offer:

The terms of the offer shall remain confidential to the agent, the purchaser(s), the vendor(s) and their solicitor(s) and will not be disclosed to any other party.

4) Offer Presentation:

The offer will be presented to the vendor(s) by the listing salesperson and / or Manager.

5) No Counter Offers:

If the pre-auction offer is not acceptable at this stage then no counter offer shall be made by the vendor(s) and the purchaser shall be advised that the offer is formally declined.

6) Acceptable Offer:

Other Interest:

If the offer is acceptable to the vendor(s) and all relevant parties have signed the contract then the agent shall take all reasonable steps to immediately contact all other parties who have viewed the property throughout the campaign. They shall be advised that the property is about to be sold and informed of the new auction time and date which shall be (subject to auctioneer confirmation):

At [auction venue]

On [date] [time]

IMPORTANT:

The new auction date must fall within the period as indicated in 2 above (Clause 21.2).

Auction Brought Forward & Accepted Offer:

The auction will be conducted in accordance with all normal Bayleys auction policies. The auction will commence with the announcement of the accepted offer made having been approved by the vendor as being at a level at which the property will sell, and as separately evidenced on a written reserve form.

Purchaser Acknowledgement:

The Purchaser(s) acknowledge that they have read and understood the pre-auction offer procedure as outlined above, and confirm that they have been advised that after seeking legal advice to put their highest and best offer in writing to the vendor(s) as a pre-auction offer:

.....
Purchaser Date

.....
Purchaser Date

IMPORTANT NOTE: If the offer is acceptable and the auction is to be brought forward then the vendor(s) shall sign a written reserve authority for the amount of the acceptable offer which is to be attached to this form.

How to Buy at Auction

What is a Real Estate Auction?

A real estate auction is an open and transparent public offering of property at a predetermined date and time. It allows purchasers to register bids (offers) against each other, in the attempt to be the highest bidder. To allow the purchaser to satisfy themselves with the terms and conditions of the auction these are outlined in advance. Auctions are a cash and unconditional sale and both buyer and seller are bound by the terms in the documentation when a sale is achieved.

How do I prepare myself for an auction?

You will likely need to pre-arrange finance with a bank or lending institution and it is always recommended to provide a copy of the auction contract that the agent has given you, to your solicitor before the auction. Most auctions will require you to pay a 10% deposit which is required immediately after the 'fall of the hammer' so it is important that you have access to the funds to ensure you can pay this on the day. You may also want to talk to a building inspector, registered valuer or see the council regarding any renovations or works that have been undertaken on the property. Try to attend as many real estate auctions as possible prior to the one you intend to bid at, it will enable you to

be much more comfortable with the procedure when it comes to your turn.

Do I need to register?

At Bayleys there is no formal registration required before you bid at auction. However, by law, you will have needed to have received a copy of the Approved Buyers Guide as set out by the Real Estate Agents Authority prior to bidding. You can obtain a copy from the salesperson representing the home you are intending to bid on.

What is a reserve price?

The reserve price is specified by the owner(s) of the property and must be in writing. It is the level at which the owners have instructed the auctioneer not to sell the property below. The reserve price is confidential between the owners of the property and the auctioneer. When bidding has exceeded the reserve price, the auctioneer will let the purchasers know by declaring the property 'on the market'. This means that the property will be sold to the highest bidder.

What happens if the bidding doesn't meet the reserve price?

In the first instance, it is likely that the auctioneer will 'pause' the auction and approach the highest bidder to let them know that the reserve price hasn't been met. The auctioneer will give the purchaser an opportunity to increase their bid to a level at which the owner may consider selling the property. If the level that the bid is increased to is acceptable to the owner, the auction will recommence at the level of the increased bid and the property will then be declared 'on the market' – the auctioneer will then seek any further bidding before selling the property. If the bid is not acceptable, the auction will still recommence at the level of the increased offer, however, the auctioneer will seek further bidding before the property is passed in (see below).

What happens if the property doesn't sell?

If the highest bid offered to the vendor in the auction room is not accepted then the property will be 'passed in' and the auction concluded. This will allow the vendor to consider any post auction offers which may or may not contain conditions.

What is a vendor bid?

Under law, the auctioneer can bid on behalf of the vendor at the auctioneer's discretion. Vendor bids must be clearly identified to purchasers as vendor bids and can only be placed below the level at which the owners have set their written reserve price. Vendor bids are most commonly used to start the bidding, if none of the purchasers choose to. Simply what the auctioneer

is indicating is that the property is not for sale at the level of the vendor bid. At Bayleys, our owners are required to give a written undertaking that they will not bid, nor have a representative bid on their behalf at the auction, other than the Auctioneer.

Can the property be sold prior?

If the property is marketed by auction and the advertisements contains the words 'unless sold prior' or similar, then there is always the possibility that the vendor may sell earlier than the advertised auction date. Therefore, to help protect your interest, it is recommended that you inform the marketing agent who can then contact you should the vendor wish to sell earlier than advertised. If you submit an offer prior to the auction, you will be provided with a copy of our Pre-Auction Offer Procedure to sign and you will need to provide a 10% deposit cheque payable to our trust account. If the offer is not acceptable, the campaign will resume as planned and the cheque returned. If the offer is acceptable to the vendor, the auction date may be brought forward to an earlier date, using your offer as the start/reserve price. This price will remain confidential until the start of the auction. Note that the auction has not been stopped but brought forward.

***To view our upcoming auctions
throughout New Zealand, please visit
www.bayleys.co.nz/auctions***



Residential Land Statement

Section 51A of the Overseas Investment Act 2005

A separate Residential Land Statement will need to be completed for each individual or entity (non-individual/corporate).

Individuals complete Part 1a, entities (non-individual/corporate) complete Part 1b.

Part 1a

Individuals

☐

I am an individual completing the statement for myself (*purchasing the residential land in your own name*)

Am I eligible to buy under the Overseas Investment Act 2005?

(Tick which applies)

☐

Yes, I am a current New Zealand citizen

☐

Yes, I am an Australian or Singaporean citizen buying residential land only

☐

Yes, I hold a New Zealand residence class visa **or** Australian or Singaporean Permanent Resident visa **and all** of the following applies:

- I have been residing in New Zealand for at least the immediately preceding 12 months; and
- I am a tax resident in New Zealand; and
- I have been present in New Zealand for 183 days or more in the immediately preceding 12 months.

☐

Yes, I am an Australian or Singaporean Citizen buying residential land that is also sensitive for another reason and I have consent from the Overseas Investment Office

Please provide Overseas Investment Office case number

☐

Yes, I have consent from the Overseas Investment Office

Please provide Overseas Investment Office case number

☐

Yes, an exemption applies

Please provide Overseas Investment Office case number or statutory reference

If you require consent and have not applied, or an exemption does not apply, contact the Overseas Investment Office or seek legal advice.

Part 1b

Entities (non-individual/corporate)

(Tick which applies)

☐

I am completing the statement for a body corporate, company, partnership or other entity

☐

I am completing the statement for someone else under an enduring power of attorney or on behalf of trustees of a trust



Please attach a certificate of non-revocation if you are acting under an enduring power of attorney

Is the entity eligible to buy under the Overseas Investment Act 2005?

☐

Yes, the entity is neither an overseas person nor an associate of an overseas person

☐

Yes, the entity has consent from the Overseas Investment Office

Please provide Overseas Investment Office case number

Part 2

Name(s) of person or entity

What is the full name(s) of the person or entity that will appear on the record of title as the new owner(s)?

Part 3

The residential land being acquired

What is the record of title reference for the residential land or the street address?

Part 4

Signature

I certify that all of the information in this statement is true and correct.

Your name

Signature

Date signed

Position or office held (if signing as an authorised person)



You must provide this statement to your conveyancer or lawyer

Conveyancers will rely on the information provided in the statement in giving effect to the acquisition of the interest in residential land.

Providing a statement that is false or misleading is an offence under the Overseas Investment Act 2005 and you may be liable for a penalty of up to \$300,000.

Contact the Overseas Investment Office

Phone: 0800 665 463 (in NZ) or +64 7 974 5595 (if overseas)

Email address: oio@linz.govt.nz

Website address: www.linz.govt.nz/oio



Best Practice Guide

Auction

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

1. General

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

2. Before the Auction

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

3. At the Auction

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

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

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

4. After the Auction

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

Important things to know:

1. A sale and purchase agreement is a **legally binding** contract.
2. The real estate agent is **working for the seller** of the property, but must treat the buyer fairly.
3. You need to understand the difference between a **conditional** and an **unconditional** agreement.
4. You can **negotiate** the conditions you require in a sale and purchase agreement.
5. Make sure you **read** and **understand** the sale and purchase agreement before signing it.
6. It is recommended that you get your **lawyer to check** the sale and purchase agreement before you sign it.

Introduction

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

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

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

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

This guide only relates to the sale of residential property.

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

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

Why do I need a sale and purchase agreement?

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

Can I negotiate?

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

Important things to know:

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

The sale and purchase agreement

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

Your sale and purchase agreement should include the following:

- The name(s) of the seller(s) and buyer(s).
- The address of the property.
- The type of title (freehold, leasehold etc.).
- The chattels that are to be sold with the property (e.g. whiteware, drapes, television aerial etc.).
- The price.

- The rate of interest that the buyer must pay on any overdue payments.
- Any deposit that the buyer must pay.
- Any conditions the buyer wants fulfilled before the contract is agreed.
- The date on which the agreement will become unconditional if there are conditions.
- The settlement date (the date the buyer pays the remainder of the amount for the property, usually the day when the buyer can move into the property).

Conditions in the document

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

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

General or standard clauses

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

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

Your lawyer will explain these clauses.

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

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

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

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

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

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

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

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

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

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

Can I cancel the agreement if I change my mind?

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

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

What can I expect from an agent?

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

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

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

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

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

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

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

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

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

Who pays the agent?

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

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

What is a buyers' agent?

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

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

What if there's a problem?

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

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

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

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

You can get more information from ...

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

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

Real Estate Agents Authority

PO Box 25371, Wellington 6146

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

Fax: 04 815 8468

Email: info@reaa.govt.nz

Website: www.reaa.govt.nz