



East Tamaki 12B/9 Laidlaw Way

Affordable option for first home buyers



Terms of Supply

Property Address: 12B/9 LAIDLAW WAY, EAST TAMAKI

Information Supplied: Property File

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:

1. Where information is supplied by Bayleys Real Estate Ltd to customers, the information is information in the possession of the Vendor(s) that the Vendor(s) are making available to the customer without endorsement
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 judgement 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
UNIT TITLE**




R.W. Muir
Registrar-General
of Land

Identifier **148494**
Land Registration District **North Auckland**
Date Issued 13 September 2004

Prior References
NA129D/914

Supplementary Record Sheet
174741

Estate Stratum in Freehold
Legal Description Unit 28 and Accessory Unit 76, 55
Deposited Plan 336208

Registered Owners
Siv Kim

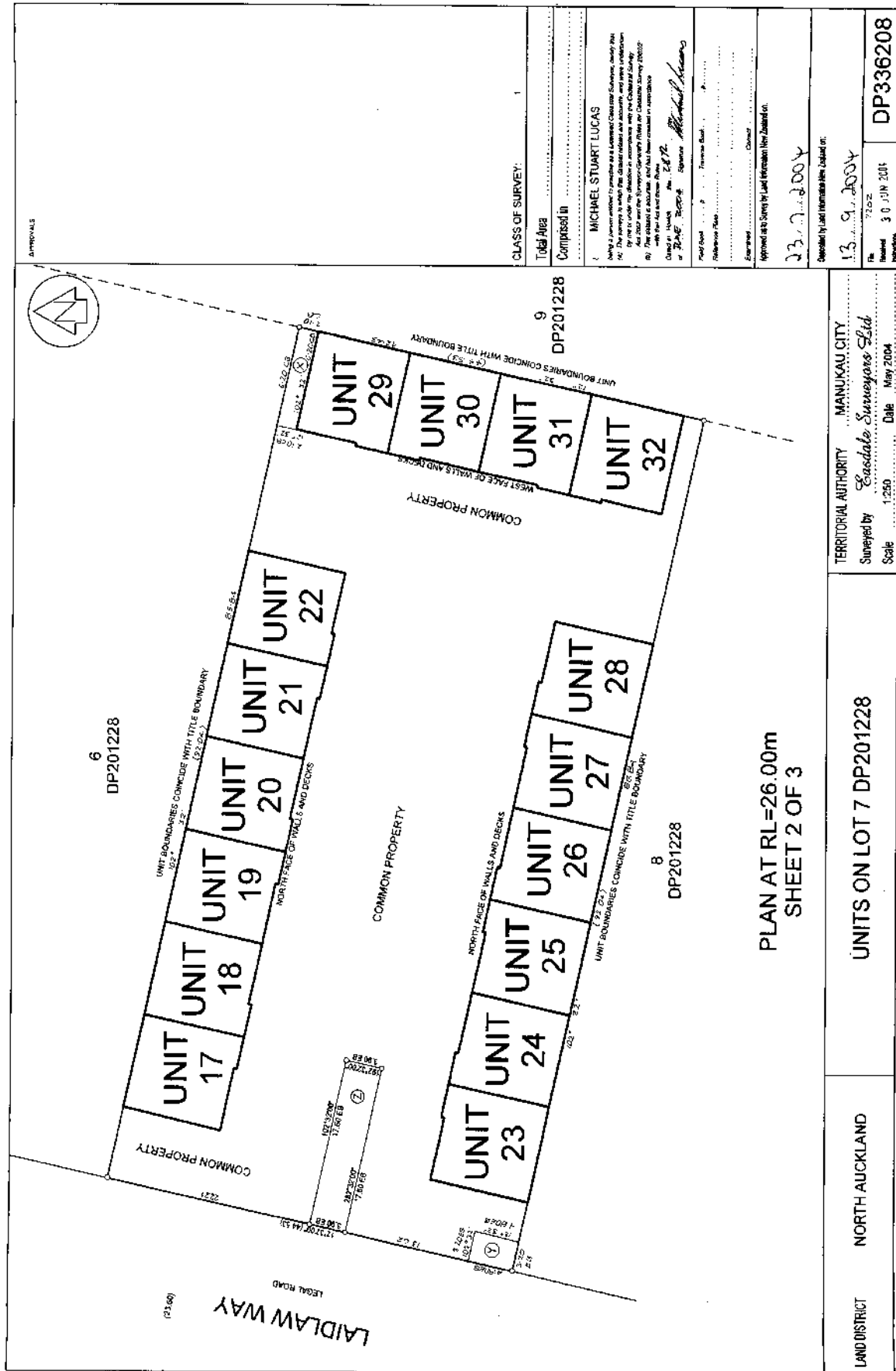
The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet


6147105.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.9.2004 at 9:00 am

7042835.1 Covenant pursuant to Part VI Resource Management Act 1991 - 25.9.2006 at 9:00 am

9309042.3 Mortgage to ASB Bank Limited - 18.2.2013 at 9:03 am

[illegible]





UNIT	NEW CT	ENTITLEMENT	LOWER UNIT	UPPER UNIT
1	148267	275	17.00	21.96
2	148268	275	17.00	21.96
3	148269	275	17.00	21.96
4	148270	272	17.00	21.50
5	148271	272	17.00	21.50
6	148272	272	17.00	21.50
7	148273	272	17.00	21.50
8	148274	272	17.00	21.50
9	148275	272	17.00	21.50
10	148276	272	17.00	21.50
11	148277	272	17.00	21.50
12	148278	272	17.00	21.50
13	148279	272	17.00	21.50
14	148280	272	17.00	21.50
15	148281	272	17.00	21.50
16	148282	272	17.00	21.50
17	148283	303	21.50	26.00
18	148284	303	21.50	26.00
19	148285	303	21.50	26.00
20	148286	303	21.50	26.00
21	148287	303	21.50	26.00
22	148288	303	21.50	26.00
23	148289	303	21.50	26.00
24	148290	303	21.50	26.00
25	148291	303	21.50	26.00
26	148292	303	21.50	26.00
27	148293	303	21.50	26.00
28	148294	303	21.50	26.00
29	148295	303	21.50	26.00
30	148296	303	21.50	26.00
31	148297	303	21.50	26.00
32	148298	303	21.50	26.00
33	148299	303	21.50	26.00
34	148300	303	21.50	26.00
35	148301	303	21.50	26.00
36	148302	303	21.50	26.00
37	148303	303	21.50	26.00
38	148304	303	21.50	26.00
39	148305	303	21.50	26.00
40	148306	303	21.50	26.00
41	148307	303	21.50	26.00
42	148308	303	21.50	26.00
43	148309	303	21.50	26.00
44	148310	303	21.50	26.00
45	148311	303	21.50	26.00
46	148312	303	21.50	26.00
47	148313	303	21.50	26.00
48	148314	303	21.50	26.00
49	148315	303	21.50	26.00
50	148316	303	21.50	26.00
51	148317	303	21.50	26.00
52	148318	303	21.50	26.00
53	148319	303	21.50	26.00
54	148320	303	21.50	26.00
55	148321	303	21.50	26.00
56	148322	303	21.50	26.00
57	148323	303	21.50	26.00
58	148324	303	21.50	26.00
59	148325	303	21.50	26.00
60	148326	303	21.50	26.00
61	148327	303	21.50	26.00
62	148328	303	21.50	26.00
63	148329	303	21.50	26.00
64	148330	303	21.50	26.00
65	148331	303	21.50	26.00
66	148332	303	21.50	26.00
67	148333	303	21.50	26.00
68	148334	303	21.50	26.00
69	148335	303	21.50	26.00
70	148336	303	21.50	26.00
71	148337	303	21.50	26.00
72	148338	303	21.50	26.00
73	148339	303	21.50	26.00
74	148340	303	21.50	26.00
75	148341	303	21.50	26.00
76	148342	303	21.50	26.00
77	148343	303	21.50	26.00
78				



SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 1972

Identifier**174741****Land Registration District** **North Auckland****Date Issued** 13 September 2004**Plan Number** DP 336208**Subdivision of**

Lot 7 Deposited Plan 201228

Prior References

NA129D/914

Unit Titles Issued

148467	148468	148469	148470
148471	148472	148473	148474
148475	148476	148477	148478
148479	148480	148481	148482
148483	148484	148485	148486
148487	148488	148489	148490
148491	148492	148493	148494
148495	148496	148497	148498

Interests

D253940.1 Certificate under Section 36(1)(i) Auckland Metropolitan Drainage Act 1960 - 19.3.1998 at 2.40 pm

D353330.1 Certificate under Section 36(1)(i) Auckland Metropolitan Drainage Act 1960 - 29.1.1999 at 3.09 pm

D369811.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 19.3.1999 at 3.23 pm

Land Covenant in Transfer 5449451.1 - 24.12.2002 at 9:00 am

Subject to a right (in gross) to supply electricity over part marked Y on DP 336208 in favour of Vector Limited created by Transfer 6147105.1 - 13.9.2004 at 9:00 am

The easement created by Transfer 6147105.1 is subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to a right of way and right to convey water over part marked Z on DP 336208 in favour of Manukau City Council created by Transfer 6147105.2 - 13.9.2004 at 9:00 am (Limited as to duration)

The easements created by Transfer 6147105.2 are subject to Section 243 (a) Resource Management Act 1991

6147105.6 Change of rules of the Body Corporate - 13.9.2004 at 9:00 am

9245388.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 22.11.2012 at 7:00 am

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 –

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Title Act 2010.

Form 18
Pre-contract disclosure statement
Section 146, Unit Titles Act 2010

Unit plan: 336208

**Body Corporate
Number:** 336208

Unit Number: Unit 28, 9-11 Laidlaw Way, Botany

Pre-contract disclosure statement

- 1 This pre-contract disclosure statement is provided to prospective buyers of the property in accordance with section 146(1) of the Unit Titles Act 2010.

General information

- 2 *The following section contains a brief explanation of important matters relevant to the purchase of a unit in a unit title development. You should read and understand the information contained in this section and this statement before signing a contract to buy a unit in a unit title development.*

Further information on buying, selling a unit and living in a unit title development can be obtained by:

- *reading the publication “A quick guide to unit title developments”, which is available on the Department of Building and Housing’s website:
www.dbh.govt.nz/unit-titles*
- *contacting the Department of Building and Housing contact centre can answer questions on unit titles: 0800 UNIT TITLES*

You are strongly advised to obtain independent legal advice regarding any questions or concerns you have about purchasing a unit or your prospective rights and obligations as a member of a body corporate.

Unit title property ownership. Unit titles are a common form of multi-unit property ownership. They allow owners to privately own an area of land or part of a building and share common property with other unit owners. Unit title developments may also be structured in varied ways including staged unit title developments and layered unit title developments.

This combination of individual and shared ownership of land and buildings, often in an intensive built environment, means owning a unit title involves a different set of rights and responsibilities than traditional house and land ownership.

Unit title developments have a body corporate management structure to ensure decisions affecting the development can be made jointly by the unit owners. The creation and management of unit title developments is governed by the Unit Titles Act 2010 and supporting regulations.

Unit plan. Every unit title development has a unit plan, which shows the location of the principal units as well as any accessory units and common property in the development. The unit plan is the formal record of all of the boundaries of the units, and the common property.

Ownership and utility interests. Each unit is allocated an ownership interest and a utility interest and such interests are relevant to the determination of many of the unit owner's rights and responsibilities under the Unit Titles Act 2010.

Ownership interest is a number that reflects the relative value of each unit to the other units in the development, and is used to determine a range of matters including the unit owners' beneficial share in the common property, and share in the underlying land if the unit plan is cancelled.

By default, the utility interest of a unit is the same as the ownership interest (unless it is otherwise specified on the deposit of the unit plan or subsequently changed), and is used to calculate how much each owner contributes to the operational costs of the body corporate.

Body corporate operational rules. The body corporate for a unit title development can make its own operational rules on the use of the development, and governance of the body corporate. These operational rules are subject to the provisions of the Unit Titles Act 2010 and regulations made under that Act.

All unit owners, occupiers, tenants and the body corporate must follow the body corporate operational rules that apply to their unit title development.

Transitional provisions for unit title developments created before the Unit Titles Act 2010 came into effect on 20 June 2011 apply to the body corporate rules in place at that time.

Pre-settlement disclosure statement. Before settlement of the sale of a unit, the seller must provide a pre-settlement disclosure statement to the purchaser, which includes information on:

- the unit number and body corporate number
- the amount of the contribution levied by the body corporate for that unit
- the period covered by the contribution
- how the levy is to be paid
- the date on or before which the levy must be paid
- whether any amount of the levy is currently unpaid and, if so, how much
- whether legal proceedings have commenced in respect of any unpaid levy
- whether any metered charges (eg, for water) are unpaid and, if so, how much
- whether any costs relating to repairs to building elements or infrastructure contained in the unit are unpaid and, if so, how much
- the rate of interest accruing on any unpaid amounts
- whether there are any legal proceedings pending against the body corporate
- whether there have been any changes to the body corporate rules.

There are legal consequences on the seller for failing to provide the pre-settlement disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Additional disclosure statement. The buyer of a unit can request an additional disclosure statement at any time before whichever of these dates occurs first:

- the close of the fifth working day after they enter into the sale and purchase agreement
- the close of the tenth working day before settlement of the unit.

The seller has five working days to provide the additional disclosure statement.

The additional disclosure statement contains more information about the unit title development and the operation of the body corporate. It must include:

- contact details of the body corporate and committee (if there is one)
- the balance of every fund or bank account held by the body corporate at the date of the last financial statement
- amounts due to be paid by the body corporate
- details of regular expenses that are incurred once a year
- amounts owed to the body corporate
- details of every current insurance policy held by the body corporate
- details of every current contract entered into by the body corporate
- information about any lease of the underlying land (if the development is leasehold)
- the text of motions voted on at the last general meeting, and whether those motions were passed
- any changes to the default body corporate operational rules
- a summary of the long-term maintenance plan.

The seller may require the buyer to meet the reasonable cost of providing the additional disclosure statement. An estimate of that cost is set out in paragraph 9 below.

There are legal consequences on the seller for failing to provide the additional disclosure in the timeframes required by the Unit Titles Act 2010 including delay of settlement and cancellation of the contract.

Computer register. Previously known as a certificate of title, for a unit title development this document records the ownership of a unit, contains a legal description of the unit boundaries and records any legal interest which is registered against the title to the unit (for example a mortgage or easement). A copy of the computer register for a unit should come with:

- the unit plan attached. Unit title plans were discussed earlier in this section.
- a supplementary record sheet attached. A supplementary record sheet records the ownership of the common property, any legal interests registered against the common property or base land, and other information such as the address for service of the body corporate and the body corporate operational rules.

The common property in a unit title development does not have a computer register.

Land Information Memorandum. A land information memorandum (LIM) is a report which provides information held by the local council about a particular property. You must order and pay for a LIM from the applicable local council. Delivery times vary between councils. The information contained in a LIM will vary between councils, but is likely to include details on:

- rates information
- information on private and public stormwater and sewerage drains

- any consents, notices, orders or requisitions affecting the land or buildings
- District Plan classifications that relate to the land or buildings
- any special feature of the land the local council knows about including the downhill movement, gradual sinking or wearing away of any land, the falling of rock or earth, flooding of any type and possible contamination or hazardous substances
- any other information the local council deems relevant

Full details of what a local council is obliged to provide in a LIM is contained in section 44A of the Local Government Official Information and Meetings Act 1987.

Easements and covenants. An easement is a right given to a landowner over another person's property (for example, a right of way, or right to drain water). A land covenant is an obligation contained in a deed between two parties, usually relating to the use of one or both properties (for example a covenant to restrict one party using their property in a certain way).

Easements or covenants may apply to:

- a unit and are usually recorded on the computer register for that unit.
- common property and will be recorded on the supplementary record sheet for the unit title development.

3 Further information about the matters set out above can be obtained from:

Unit title property ownership	Department of Building and Housing www.dbh.govt.nz/unit-titles 0800 UNIT TITLES (0800 864 884)
Unit plan Ownership and utility interests Computer register Easements and covenants	Land Information New Zealand www.linz.govt.nz 0800 ONLINE (0800 665 463)
Body corporate operational rules Pre-settlement disclosure statement Additional disclosure statement	The body corporate of the unit title development is: Khoo and Associates Ltd PO Box 64086 Botany Unit 5, 13 Laidlaw Way, Botany Ph. (09) 271-2338 Fx. (09) 271-2398 Email: sunkhoo@xtra.co.nz
Land Information Memorandum	Your local council

Information about the unit

- 4 The amount of the contribution levied by the body corporate under section 121 of the Unit Titles Act 2010 in respect of the unit is \$ 2,107.11 .
- 5 The period covered by the contribution in paragraph 4 is for year 1-Oct-19 to 30-Sep-20.
- 6 The body corporate has not determined the levy for the next 12 months under section 121 of the Unit Titles Act 2010, this will be determined at the next Annual General Meeting anticipated to be held November 2020.
- 7 The body corporate proposes to carry out the following maintenance on the unit title development in the next 12 months:
- | | |
|--|--|
| The body corporate will carry out standard maintenance of common areas which will be funded from the ordinary body corporate levy. | |
|--|--|
- 8 The body corporate has the following accounts at the date of the last financial statement:
- | | |
|--------------------|--------------|
| ASB Cheque Account | \$ 43,454.39 |
| ASB Business Saver | \$ 31,541.79 |
| ASB Term Deposit | \$ 40,000.00 |
- 9 Under section 148 of the Unit Titles Act 2010, a buyer may request an additional disclosure statement before the settlement of an agreement for sale and purchase of a unit. The buyer must pay to the seller all reasonable costs incurred by the seller in providing the additional disclosure statement. The estimated cost of providing an additional disclosure statement is \$500 plus GST.
- 10 The unit or the common property is not currently, and has never been, the subject of a claim under the Weathertight Homes Resolution Services Act 2006 or any other civil proceedings relating to water penetration of the buildings in the unit title development.

This disclosure statement is prepared at the request of and on behalf of the Vendor of the unit.

Prepared by: Khoo & Associates Limited
Manager, Body Corporate 336208

Date: 22 April 2020



Signed by
Owner/Vendor: _____

Date: _____

BODY CORPORATE OPERATIONAL RULES
BODY CORPORATE NUMBER 336208
(North Auckland Registry)
9 Laidlaw Way, Auckland

The Body Corporate Operational Rules prescribed by regulations under Unit Titles Act 2010 Section 217(i) are revoked and the following rules substituted in their place:

A Proprietor or occupier of any Unit shall not:

- (a) use or permit the Unit to be used for any purpose which is illegal or may be injurious to the reputation of the Building.
- (b) make undue noise in or about any Unit or the Common Property.
- (c) keep any animal on his Unit or the Common Property without the prior consent of the Committee of the Body Corporate, or, if there is no Committee, of the Body Corporate.
- (d) use the Common Property in such a manner as unreasonably to interfere with the use and enjoyment thereof by other Proprietors and their families and visitors.
- (e) use the Unit or permit it to be used in such manner or for such purpose as to cause a nuisance or disturbance to any occupier of any Unit (whether a Proprietor or not) or the family of any such Proprietor.

Use

- (f) A Proprietor or occupier of a Unit shall not use nor permit the use of a Unit for any purpose, other than as a ground floor Business Five Commercial Use and the first floor office/apartment, or such other use as approved by the Body Corporate from time to time.

A Proprietor or occupier of a Unit shall not use nor permit the use of a Unit for any purpose which is likely to compromise the overall quality of the mix of occupants or to have an adverse effect on the value of the Building. The following uses would be fairly considered as likely to compromise the overall quality of the mix of occupants and have an adverse effect on the value of the Building:

- (i) Car wreckers yards;
- (ii) Scrap metal merchants;
- (iii) Yards used for storage and/or sale of quarried materials or by products thereof;
- (iv) Building merchants whose operations will include any open storage or sale area;

- (v) Any use which would involve the outside display of goods or materials which are not presented or stored on concrete, sealed or other appropriate hard standing surfaces.
- (g) A Proprietor or occupier of a Unit shall not use nor permit the use of his Unit for any purpose which may be illegal or injurious to the reputation of the Building or of the Proprietors or occupiers of Units or which may interfere with the peaceful enjoyment of another Unit by the Proprietor or occupier thereof or which may interfere with the general management of the Building.
- (h) Where the context shall require the wording "Unit" shall include accessory unit.

Aerials, etc.

- (i) Outside wireless and television aerials may not be erected without written permission of the Committee.

Structural Alterations

- (j) No structural alteration shall be made to any Unit (including alteration to gas, water or electrical installations and air conditioning system) without the prior permission in writing of the Committee.

No alteration to the colour scheme or appearance of the exterior shall be made to any Unit without the prior permission in writing of the Committee, such permission to be given at the absolute discretion of the Body Corporate.

Signs, Notices, etc.

- (k) A Proprietor or occupier of a Unit shall not paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matters to or on any part of the Building nor do anything to vary the external appearance of the Unit without the prior written consent of the Committee;

PROVIDED ALWAYS THAT whilst the original Proprietor remains a Proprietor of any Unit in the Building it or its servants and/or agents may without the consent of the Committee paint, affix or display any signs, advertisements, notices, posters, placards or banners to or on any part of the Building for the purposes of offering for sale any Unit in the Building.

Building Directory

- (l) The Body Corporate will maintain a directory of the Proprietor or occupier of each Unit (as the case may be) in the main entrance vestibule of the Building. Nameplates on the directory shall be in the form prescribed by the Committee at the cost of the Proprietor or occupier.

Relation to Management

- (m) All requests for consideration of any particular matter to be referred to the Committee or to the Body Corporate shall be directed to the Secretary and not the Chairman or any members of the Committee. A Proprietor or occupier of a Unit shall not directly instruct any contractor or workman employed by the Body Corporate unless so authorised.

Obstruction

- (n) The pathways and drives on the Land and any easement giving access to the Land shall not be obstructed by any of the Proprietors or occupiers of Units or used by them for any other purpose than the reasonable ingress and egress to and from their respective Unit or accessory units and no Proprietor or occupier of a Unit shall park or stand or permit to be parked or stood upon Common Property any vehicle except with the consent in writing of the Committee. A Proprietor or occupier of a Unit shall not obstruct nor deposit nor throw anything on any path, hall, stairway, corridor, lobby, entranceway or lift in the Building nor injure or dirty any part thereof.

Interior Maintenance

- (o) Each Proprietor or occupier of a Unit is responsible for the interior maintenance and decoration of his Unit.
- (p) A Proprietor or occupier of a Unit shall not employ any contractor or workman for the purpose of repairing, altering or making good any part of his Unit or any services rendered thereto other than contractors or workmen duly appointed or approved by the Committee or to perform any work in connection therewith except under the supervision and to the satisfaction of the Committee which may specify conditions under which the work shall be done;

PROVIDED HOWEVER THAT nothing in this Rule shall be deemed to prevent the Proprietor or occupier from employing his own interior decorator for the purpose only of decorating or redecorating the interior of his Unit;

PROVIDED THAT the Proprietor or occupier may nominate certain tradesmen for the purpose of repairing or making good any part of his Unit in the occasion of an emergency and, subject to the Committee accepting those nominations, the Proprietor or occupier may employ

any such nominated tradesmen for the purpose of effecting such emergency repairs.

Windows

- (q) (i) All windows shall be kept clean and if broken or cracked shall be promptly replaced by the Proprietor or occupier of the Unit at his expense with fresh glass of the same or better quality and weight as at present.
- (ii) No clothing or other articles shall be hung on the windows, balconies, or on the outside of the building or windows thereof.

Water

- (r) A Proprietor or occupier of a Unit shall not waste water and shall ensure that all water taps in his Unit are promptly turned off after use.

The Body Corporate will replace the tap washers of exterior taps facing to the Common Property when required.

Blockage of Pipes, etc.

- (s) The water closets, conveniences and other water apparatus, waste pipes and drains shall not be used for any other purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

Any damage or blockage resulting in such water closets, conveniences and other water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Proprietor whether the same is caused by his own actions, or his servants, tenants or invitees.

Notice of Accidents, Defects, etc.

- (t) A Proprietor or occupier of a Unit shall give the Committee prompt notice of any accident to or defect in the water pipes, electric installations, fixtures or the building which comes to his knowledge and The Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary.

Cleanliness

- (u) A Proprietor or occupier of a Unit shall not deposit anything or throw any dust or beat any mat or carpet on or in or obstruct the use or

enjoyment by other Proprietors or occupiers of Units or the Common Property.

- (v) A Proprietor or occupier of a Unit shall not throw or allow to fall or permit to suffer to be thrown or fall any paper rubbish, refuse, cigarette butts or other substances or liquids whatsoever in the lifts, out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the Building. Any damage or costs for cleaning or repairs caused by breach thereof shall be borne by the Proprietor or occupier of the Unit concerned.
- (w) A Proprietor or occupier of a Unit shall keep his Unit clean and take all practicable steps to prevent infestation by vermin and/or insects.
- (x) A Proprietor or occupier of a Unit shall only employ a cleaning contractor either nominated or first approved by the Committee or the Building Manager.
- (y) The Committee or Building Manager shall use its best endeavours to cause all external surfaces (including windows) and the Common Property (including all floors and floor coverings, lifts, stairways and outdoor areas) of the Building to be cleaned in a proper and workmanlike manner and such cleaning will include the regular removal of rubbish and garbage from the Building;

PROVIDED THAT the Committee shall in no way be responsible to a Proprietor or occupier for any loss or damage to the property or effects of the Proprietor or occupier caused by anyone employed to provide such cleaning services. All costs in providing the cleaning services as aforesaid shall be borne by the Proprietors equally.

- (z) If any Proprietor or occupier requires cleaning of external windows surfaces of a Unit in excess of the frequency in each year to be determined by the Committee or the Building Manager the cost of such additional cleaning shall be paid for by the Proprietor or occupier requesting such additional cleaning or if more than one Proprietor or occupier is involved then proportionately by each Proprietor or occupier.

Rubbish Disposal

- (aa) (i) Properly secured and sealed rubbish bags for disposal shall be placed only where approved by the Committee or Building Manager and used only for the purpose for which they are provided.
- (ii) Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible, out of sight where directed by the Committee or Building Manager.

Accessory Units

- (bb) (i) Accessory Units designated for parking shall only be used as parking places for motor vehicles.
- (ii) Accessory Units designated for storage shall only be used as storage compartments.
- (iii) Accessory Units shall be kept tidy and free of all litter and shall be used only for the purposes specified in subparagraphs (i) and (ii). Accessory Units designated for parking shall not be used for the purpose of storage or maintenance or repair work.

Animals

- (cc) No animals shall be kept on the Common Property. No animals other than cats, small dogs or birds shall be kept in any Unit. No Proprietor or occupier shall bring into the Unit or on to the Common Property any pet or animal which may unreasonably interfere with the enjoyment of any other Proprietor or occupier of any Unit or which may create a nuisance.

No Dangerous Substances

- (dd) A Proprietor or occupier of a Unit shall not bring to, do or keep anything in his Unit which shall increase the rate of fire insurance on the Building or any property on the Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the Building or any property on the Land or the regulations or ordinances of any Public Authority for the time being in force.
- (ee) A Proprietor or occupier of a Unit shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any way cause or increase a risk of fire or explosion in his Unit.

Noise

- (ff) A Proprietor or occupier of a Unit or his servants, agents, tenants and invitees shall not make or permit any objectionable noises in the Building or upon the Land or interfere in any way with the peaceable enjoyment of other Proprietors or occupiers of Units or those having business with them or of any person lawfully using the Common Property and all musical instruments, radios, stereo equipment, television sets and the like shall be reasonable and not cause annoyance to the other Proprietors or occupiers of Units. In particular, no Proprietor or occupier of a Unit shall hold or permit to be held any social gathering in his Unit or on Common Property in which there shall occur any noise which interferes with the peace and quietness of any other Proprietor or occupier of a Unit, at any time of day or night. The

volume of musical instruments, radio or television receivers and stereo equipment or any other electronic device or medium shall be kept as low as possible at all times and they shall not be operated in such a manner as to be audible in any other Unit.

These restrictions shall apply to all Principal and Accessory Units and to all of the Common Property.

- (gg) Before any furniture, safe or heavy object or article is moved into or about the Building or any Unit, due notice must be given to the Building Manager (if any) or otherwise to the Secretary and the moving of same must be done in the manner including the placement of protective screens and at the time directed by the Committee or Building Manager. A Proprietor or occupier will not without the prior written consent of the Committee bring into or install in or permit or suffer to be brought in or installed in his Unit anything whatsoever of such weight, nature or description as will impose or cause any stress or strain or weight likely to damage weaken or cause movement of structural defect in the Building or any part thereof.

Security

- (hh) A Proprietor or occupier of the Unit shall:
 - (i) securely fasten all doors and windows to his Unit on all occasions when the Unit is left unoccupied and the Committee or Building Manager shall have the right to enter and fasten the same if left insecurely fastened;
 - (ii) observe and perform all rules and regulations relating to the security of the building and any common property or amenities located therein as the Committee may from time to time prescribe.

Committee's Power of Entry

- (ii) Upon one (1) day's notice in writing or immediately without notice in the event of an emergency the Committee and its servants, agents and contractors and Building Manager shall be permitted to inspect the interior of any Unit and to test any electrical, gas or water installations or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor or occupier of the Unit in cases where such leakage or defect is due to any act or default of the said Proprietor or occupier or their guests, servants or agents). If not so permitted they may affect any entry. The Committee or Building Manager, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience

to the Proprietor or occupier of the Unit as is reasonable in the circumstance.

Notice of Rules

- (jj) A copy of these Rules (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any Unit leased or made available for letting.
- (kk) The Committee may make rules relating to the Common Property and in particular in relation to the Manager's Unit and lifts, or otherwise not inconsistent with these Rules and the same shall be observed by the Proprietors or occupiers of any Units unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- (ll) The duties and obligations imposed by these Rules on a Proprietor or occupier of a Unit shall be observed not only by the Proprietor or occupier but also by the guests, servants, employees, agents, invitees, licensees and tenants of such Proprietor or occupier.

Recovery of Funds Expended to Rectify Breach

- (mm) Where a Body Corporate expends money to make good any damage or loss caused by a breach of the Unit Titles Act 1972, or of these Rules by any Proprietor or occupier of a Unit or guests, servants, employees, agents, invitees, tenants or licensees of the Proprietor or occupier of a Unit or any of them, the Committee shall be entitled to recover the amount so expended (including the Body Corporate's legal costs on a solicitor/client basis) as a debt in any action in any Court of competent jurisdiction from the proprietor of the Unit at the time when the breach occurred.

Blinds, Curtains, etc.

- (nn) A Proprietor or occupier of a Unit shall not erect external blinds or awnings nor hang curtains and/or blinds visible from outside the Unit unless those curtains have a backing of such colour and design as shall be approved by the Committee or Building Manager. A Proprietor or occupier of a Unit shall not install, renovate and/or replace the curtain backing without having the colour and design of same approved by the Committee or Building Manager. In giving such approval the Committee or Building Manager shall ensure so far as practicable that curtain backing used in all Units presents a uniform and orderly appearance when viewed from outside the Building.
- (oo) The Committee may permit the Building Manager for the time being of the building to use as a car space such parts of the Common Property as the Committee in its discretion sees fit (other than those parts of the

Common Property over which exclusive use to a Proprietor or Proprietors has been granted).

Air Conditioning

- (pp) A Proprietor or occupier of a Unit shall at all times comply with the operating instructions in respect of any air conditioning equipment installed in the Unit.

Leasing

- (qq) Where a Unit is occupied by a person other than a Proprietor then the Proprietor as a condition precedent shall be required in respect of such proposed lease, tenancy or other right of occupation in favour of some other person to do the following:
- (i) apply in writing to the Building Manager (if any) or the Secretary to the Body Corporate for consent in respect of such proposed leasing, tenancy or other rights of occupation and the Proprietor shall specify in writing the name of such person providing such other reasonable information as may be required to obtain such consent; and
 - (ii) ensure that the proposed lessee, tenant or occupier has received and perused a copy of the Rules of the Body Corporate; and
 - (iii) procure the proposed lessee, tenant or occupier to enter into and execute a lease of the Unit in a form first approved in writing by the solicitors to the Body Corporate which form shall incorporate the Rules and amendments to or substitutions therefore whenever constituted and a covenant that the proposed lessee, tenant or occupier shall abide by and comply with the Rules.

Emergency Contact

- (rr) A Proprietor or occupier of a Unit shall advise the Body Corporate of the private address and telephone number of the Proprietor or occupier or if the Proprietor or occupier is a corporation then of the manager, secretary or other responsible person employed by the Proprietor or occupier and shall keep the Body Corporate promptly informed of any changes of such address or telephone number.

Fire Drills and Evacuation Procedures

- (ss) The Body Corporate shall have the right to require the Proprietor or occupier to perform from time to time fire drills and observe all necessary and proper emergency evacuation procedures and the Proprietor or occupier and other persons under the control of the

Proprietor or occupier shall cooperate with the Body Corporate in observing and performing such rules and procedures.

Fencing

- (tt) No fence shall be constructed along the eastern boundary between Unit 13 and Lot 6 and the area between Unit 13 and Lot 6 shall be maintained clear at all times to allow access for Manukau Water staff through to Lot 9.

Right of Entry during Maintenance Period

- (uu) The Body Corporate Secretary shall be provided a key to all units for the duration of the maintenance period.

The Body Corporate Secretary shall permit the original Proprietor and its servants, agents and contractors to access any Unit to inspect and/or carry out work relating to issues raised during the maintenance period upon giving one (1) day's verbal notice.

The above is in place for convenience of access to units and the Body Corporate Secretary shall not be responsible for any persons allowed access for the purposes above. It is the responsibility of the original Proprietor and the Proprietor to supervise any persons allowed access to the units.



RENTAL APPRAISAL

12B/9 Laidlaw Way, East Tamaki, Auckland



Tuesday 21st April 2020

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

Highlights and Features

- * Well-presented two bedroom unit
- * One semi ensuite/bathroom with laundry
- * Open planning living with large balcony
- * Two car parks

In assessing this property we took into account the position, presentation, 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 **\$510.00 - \$530.00** per week.

Comparable Properties

Street/Suburb	Brief description	Rent pw	Days on market
1/30 Tir Conaill Ave, Flat Bush	2 bedrooms, 1 bathrooms	\$480.00	Listed 15/04/2020
39 Cloonlyon Drive, Flat Bush	2 bedrooms, 1 bathrooms	\$500.00	Listed 26/02/2020
11/6 Carlos Drive, Flat Bush	2 bedrooms, 2 bathrooms	\$520.00	Listed 12/03/2020
30 Ksenia Drive, Flat Bush	2 bedrooms, 1 bathrooms	\$550.00	Listed 13/03/2020

Last 12 months

01 January 2019 to 31 December 2019

Type	Bedrooms	Bonds Received	Average Rent	Rent Range	Median
Apartment	2	5	\$479	\$462 - \$501	\$470
House	2	13	\$456	\$412 - \$505	\$450
House	3	29	\$508	\$480 - \$550	\$500
House	4	10	\$574	\$550 - \$600	\$600

Explanation of Terms

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

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

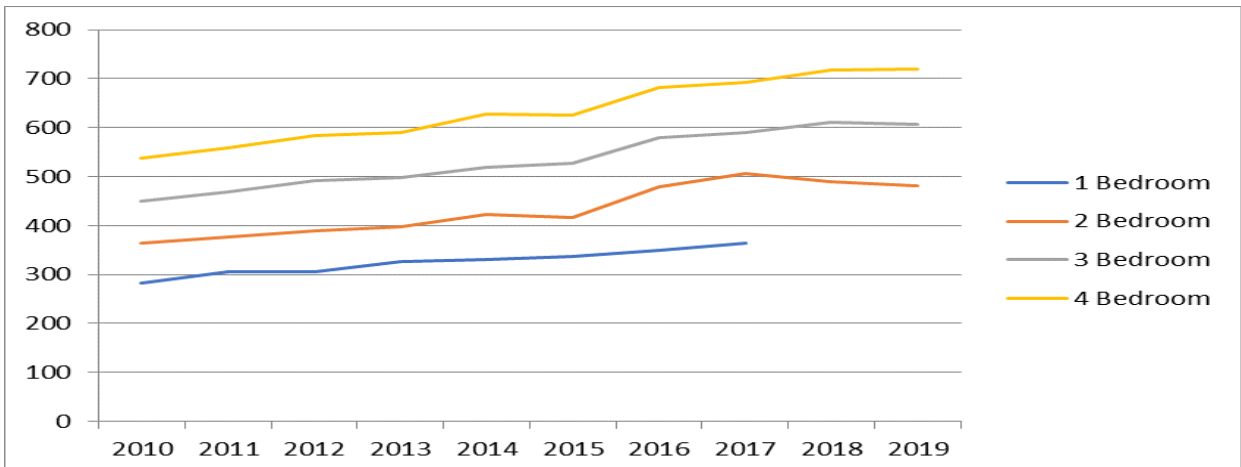
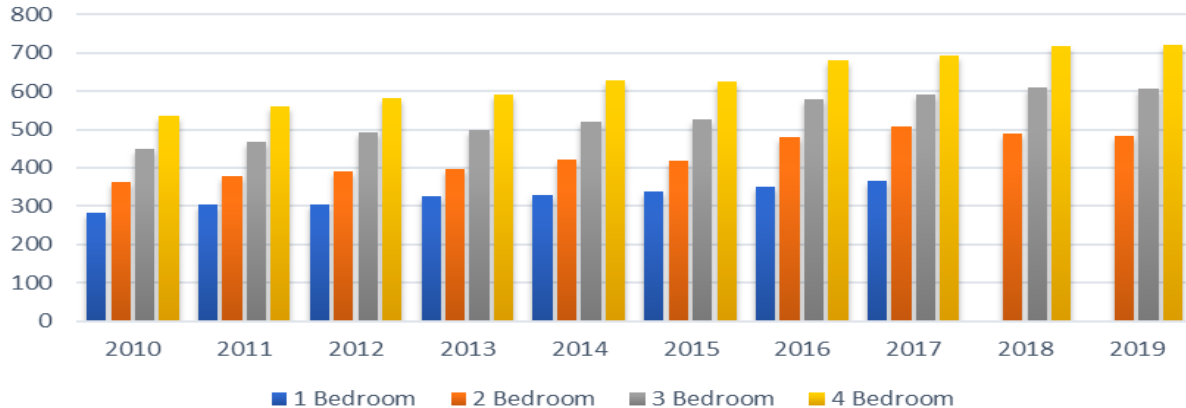
Rent Range - Lower quartile to upper quartile.

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

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

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

Howick, Bucklands Beach, Botany



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
Senior Residential Property Manager

M + 64 27 739 3357 | E + Kegan.monteiro@bayleys.co.nz | www.bayleyspropertymanagement.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.



Buying or selling your property?

New Zealand Residential
Property Sale and Purchase
Agreement Guide

Brought to you by the
Real Estate Authority



This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information



About settled.govt.nz and the Real Estate Authority

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

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

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. It'll help you feel more in control and help to get you settled. You can find information about the risks, how they can impact you, and get useful tips on how to avoid some of the major potential problems.

You'll learn your tender from your BBO, your price by negotiation from your auction. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, settled.govt.nz explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority (REA). REA is the independent government agency that regulates the New Zealand real estate industry. Our aim is to promote and protect the interests of consumers involved in real estate transactions, and to promote a high standard of professionalism and service in the industry.



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

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



Key things to know about sale and purchase agreements



- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- You should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate the conditions in a sale and purchase agreement.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- The real estate agent is working for the seller of the property but must treat the buyer fairly.
- If your agent or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you an independent registered valuation of your property.

What a sale and purchase agreement is

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

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

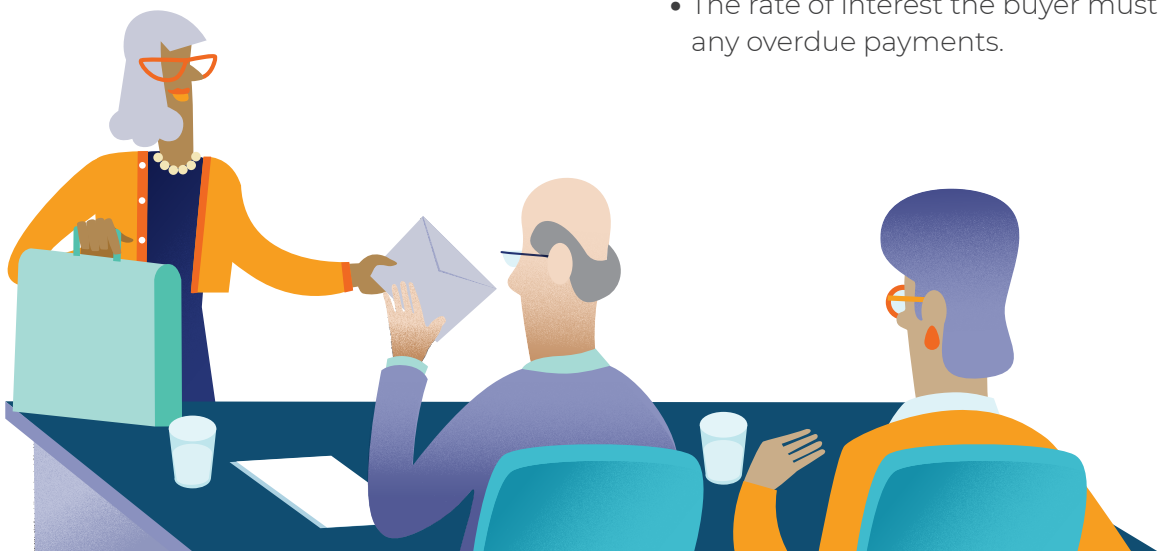
Always check your sale and purchase agreement with a lawyer before signing.

What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

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



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

General obligations and conditions you have to comply with

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

- access rights – what access the buyer can have to inspect the property before settlement
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs.

Your lawyer will explain these clauses to you.

Specific conditions a buyer may include

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

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring a mortgage or loan



The agent helps the buyer and the seller to include the conditions they each want. Even though the agent works for the seller, they also have to deal fairly and honestly with the buyer. They can't withhold any information, and they must tell the buyer about any known defects with the property.

- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- builder's report – to determine the condition of the building
- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

What happens after you sign the sale and purchase agreement

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

Both parties work through the conditions until the agreement is unconditional

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

The buyer pays the deposit. Depending on what the agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. Usually the deposit is held in the agency's trust account for 10 working days before it is released to the seller.

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

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

Payment of a commission

Once the sale is complete, the seller pays the agent for their services. The agent or agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the

deposit is enough to cover the commission. The agent cannot ask the buyer to pay for their services if they have been hired by the seller.

The buyer pays the rest

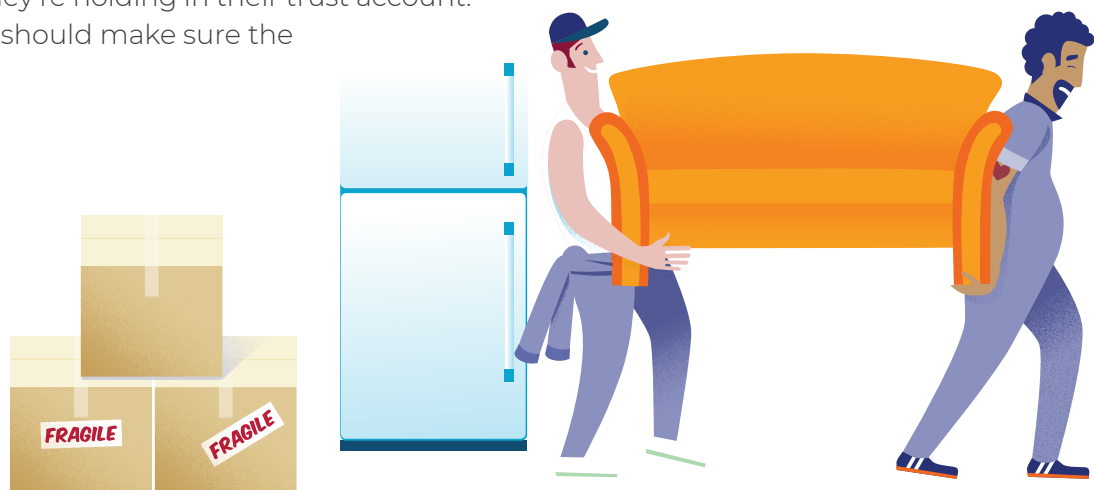
The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

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

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

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



What happens if you have a problem

If you're worried about the behaviour of your agent, discuss it with them or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA).^{*} We can help in a number of ways if your complaint is about the behaviour of a real estate agent. For example, we can help you and the agent or agency to resolve the issue and remind the agent of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

^{*} Settled.govt.nz is brought to you by REA.

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



Where to go for more information

You can get more help and information from various places.

Read more about buying and selling a property at settled.govt.nz

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agent or agency helping to sell your property.

Your lawyer

Community Law Centres
communitylaw.org.nz

Citizens Advice Bureau
cab.org.nz

Consumer Protection
(Ministry of Business, Innovation and Employment)
consumerprotection.govt.nz

We welcome any feedback you have on this publication.

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

