



**NEW ZEALAND PROPERTY™**

**Licensed REAA 2008**

**PROPERTY INFORMATION MEMORANDUM**



**1/46 Ngataringa Road, Devonport, Auckland  
For Sale By Auction (if not Sold Prior)**

**Residential, Commercial, Developments, Lifestyle, Rural, Waterfront**

# Memorandum

**Residential, Commercial, Developments, Lifestyle, Rural, Waterfront**

**For Sale By Auction:**

**Auction to be held on site:**

**1/46 Ngataringa Road, Devonport, Auckland**

**Sunday 10<sup>th</sup> of August 2025 at 2-30pm (if not sold prior)**

**Auctioneer:**

**Apollo Auctions New Zealand Limited – Robert Tulp**

**Licensed Real Estate Agent acting for the Vendor:**

**New Zealand Property Limited – Stephen Hudson**

**Property Address:**

**1/46 Ngataringa Road, Devonport, Auckland, 0624, New Zealand**

**Property Details:**

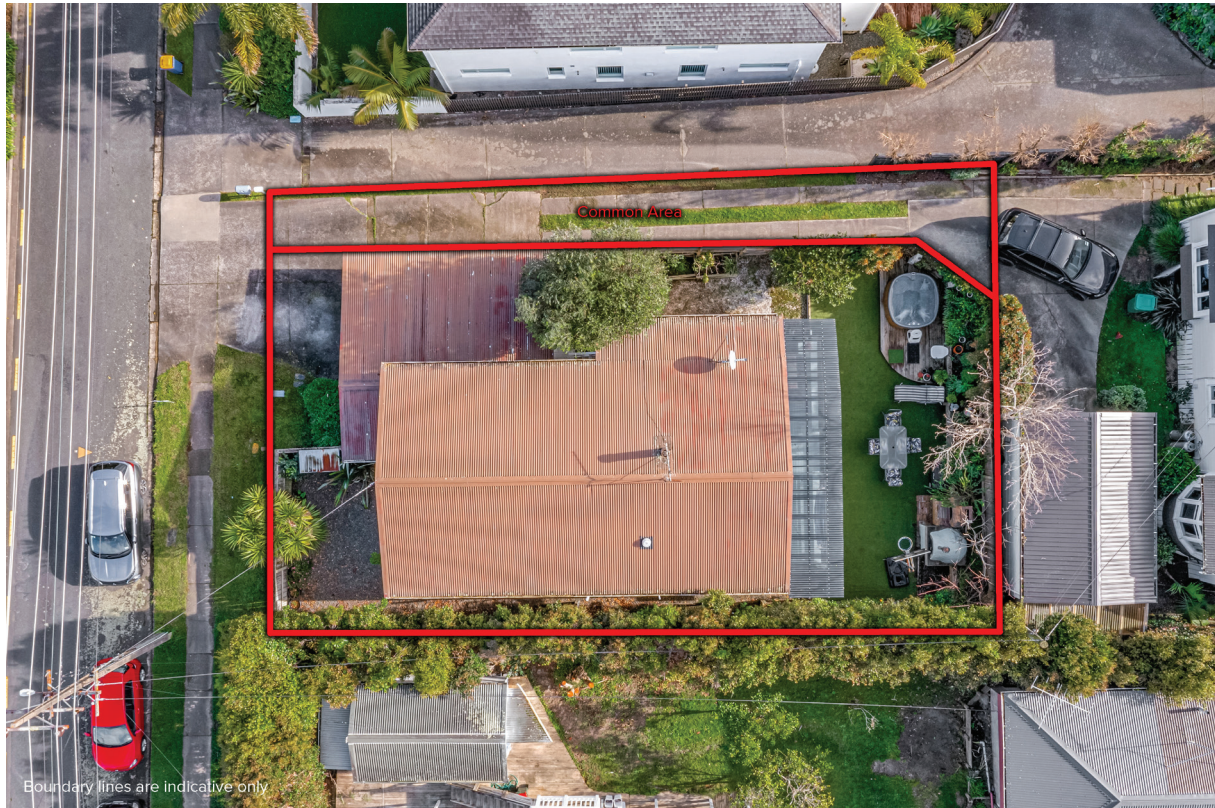
<b>Floor Area:</b>	<b>110 sqm</b>
<b>Bedrooms:</b>	<b>3</b>
<b>Bathrooms:</b>	<b>1</b>
<b>Exterior:</b>	<b>Fibre Cement (good)</b>
<b>Roof:</b>	<b>Steel/G-Iron (good)</b>
<b>Garage:</b>	<b>Single Garage</b>
<b>Parking:</b>	<b>One car in garage and one carpark outside garage</b>
<b>Building Age:</b>	<b>Estimated 1980-1989</b>
<b>Land Use:</b>	<b>Residential</b>
<b>Zone:</b>	<b>9B</b>





**Estate: Cross-Lease (Freehold):**

**Area:** ½ Share of 986 sqm  
**Lease Term:** 999 years commencing on the 5<sup>th</sup> October 1989  
**Legal description:** Lot 1, Deposited plan 133135  
**DP:** DP 133135  
**Unique Identifier:** NA78B/893



**Chattels Included:**

**Beko electric oven with 5 burner gas cooktop**  
**Smeg dishwasher**  
**Rangehood**  
**Fixed Floor Coverings**  
**Blinds, drapes and Curtains**  
**Light fittings**  
**Smoke detectors (2)**  
**Garage door remotes (2)**  
**Bathroom Extractor fan**  
**Wood burner and HRV system**  
**Lounge suite in lounge room**  
**Leather lounge suite in garage**  
**Tiger turf in back garden**  
**Pizza oven**  
**Spa pool with cover**  
**Garden shed**



**Auckland Council Rates:**

**Rates assessment number: 12340986073**

**Total rates per year: \$3,804.62**



**Property Details:**

**FOR SALE BY AUCTION (if not sold prior)**

**Devonport is known for its Villas and Bungalows and surrounded by beaches; it is a seaside suburb with an abundance of history and character.**

**This family home in Devonport is For Sale by Auction (if not sold prior), the location is close to the Devonport Village with the local shops, bars, restaurants and the ferry services to Auckland City.**





**In zone for Bayswater School, Belmont School (Auckland), Belmont Intermediate and Takapuna Grammar School.**

**Other schools nearby all between 1.2km to 4.1km from this home, which are not zoned, include St Leo's Catholic School (Devonport), Wilson School, AGE School, Summit Point School, Rosmini College, St Joseph's Catholic School (Takapuna) and Crimson Global Academy.**





- 3-bedroom family home of 110 sqm with views
- Modern kitchen with Beko & Smeg appliances
- 1 large bathroom with shower and bath
- Wood burner and ducted HRV system
- Living room with indoor/outdoor flow to large rear garden covered deck
- This private entertainment area with tiger turf, spa, BBQ and pizza oven
- Single garage with storage and one outside carpark
- Garden Shed
- Cross lease with 1/2 Share of 986 sqm of fee simple freehold property

Also, within Ngataringa Road is the William Sanders Village which is Ryman Healthcare Retirement Village so this property is positioned well, not only a family home but also with investment potential, as rental returns in this area are buoyant.



### Auction Details:

The auction will be held on site 1/46 Ngataringa Road, Devonport on Sunday 10th August 2025 at 2-30pm

**Property Viewing Times:**

Visit at our Open Home 1pm to 2pm both Saturday and Sunday or call to make an appointment for a private viewing.



**Agents Contact Details:**

For further information please contact:

Stephen Hudson  
0274 746 774  
Director & Company Owner  
REA Licensed & MREINZ  
[Stephen@Home.co.nz](mailto:Stephen@Home.co.nz)

New Zealand Property Limited  
Licensed REAA 2008



# **Rates and Revised Valuation**

**Residential, Commercial, Developments, Lifestyle, Rural, Waterfront**

# Combined Rates Assessment and Invoice Taxable Supply Information

Christopher Carl Robinson  
46A Ngataringa Road  
Devonport  
Auckland 0624



Billing period:	1.	2.	3.	4.	Total rates assessed 2024/2025 (including GST)
1 July 2024 to 30 June 2025	\$886.32 30 Aug 2024	\$886.32 29 Nov 2024	\$886.32 28 Feb 2025	\$886.27 30 May 2025	\$3,545.23

## Your details

[PAY ONLINE NOW](#)

Rates assessment number: 12340986073	Date: 1 May 2025	Valuation number: 02630-00000008400-A
Land value: \$1,200,000	Capital value: \$1,325,000	myAUCKLAND PIN: <a href="#">6753</a>
Legal description: Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh		
Location of rating unit: 46A Ngataringa Road Devonport 0624		

## Your summary

Balance as at 01 July 2024:	-\$0.09
Previous instalments charged:	\$2,658.96
Payments made by 11 Apr 2025 (includes rebates/refunds):	-\$2,644.23
Total instalment 4 of 4 (including GST):	\$886.27
Payment due by 30 May 2025	\$900.91

As you pay by direct debit, this invoice is for your records only. Your payment schedule is listed below.

Find out how  
your rates are  
working for you.



Emailed to: Carl@oceanit.co.nz

### Rates assessment number: 12340986073

Please do not pay this account as the rates are being paid by direct debit.  
We have recorded your bank details as 03-0104-0860697-025. If they have changed, please phone 09 301 0101.

## Payment schedule

Direct debit payments will be as follows:

20/04/2025 \$300.33      20/05/2025 \$300.33      20/06/2025 \$300.33      20/07/2025 \$295.44

The July and August 2025 deductions will be used to start paying your rates for 2025/2026. When we calculate your rates for 2025/2026, any changes to the direct debit amount will be made from September 2025.

Direct debit payments which fall on public holidays or weekends will be processed the next business day.



# Notice of Valuation

(This is not a rates notice)



Christopher Carl Robinson  
46A Ngataranga Road  
Devonport  
AUCKLAND 0624

Private Bag 92300, Victoria Street West  
Auckland 1142, New Zealand

[aucklandcouncil.govt.nz](http://aucklandcouncil.govt.nz)

COPY

11 June 2025

This notice is to let you know your property’s valuation details as at 1 May 2024. This is an important notice. You should read it and file it for future reference. From 1 July 2025 your share of rates will be based, in part, on the capital value shown below.

Valuation details (at 1 May 2024)	
Land value	\$1,025,000
Value of improvements	\$150,000
<b>Capital value</b> (rateable value)	\$1,175,000
Reason for notice	General revaluation

Note: For further information, please see reverse.

Property information	
Valuation reference – please quote this reference if you contact us	02630-00000008400-A
Property location	46A Ngataranga Road Devonport 0624
Property description	DWG OI
Legal description	Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh
Certificate(s) of title	NA78B/893
Land area	Not defined
Ratepayer	Christopher Carl Robinson
Owner	Christopher Carl Robinson

Local authorities use information contained in the District Valuation Roll to set rates. This notice details information on your property that is contained in the District Valuation Roll of Auckland Council. The Rating Valuations Act 1998 obliges councils to maintain the valuation rolls but allows them to choose their valuation service provider.

The Valuer-General regulates the maintenance of the District Valuation Roll to ensure that they meet the appropriate standards set out in the Rating Valuations Act 1998, the Rating Valuations Regulations 1998 and the Rating Valuations Rules.

An owner or ratepayer (if different) may object to any information contained in a notice of valuation within the time and in the manner specified in regulations made under the Rating Valuations Act 1998. If you object to a value that is a component of your valuation, Auckland Council will review that value, and may also review any other value components of the rating unit, i.e land value, value of improvements, and/or capital value.

For more information regarding the information contained in this notice, how to update your personal or property details, and what to do if you do not agree with this valuation, please see reverse.

# Title

**Residential, Commercial, Developments, Lifestyle, Rural, Waterfront**





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

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA78B/893**  
**Land Registration District** **North Auckland**  
**Date Issued** 13 November 1989

**Prior References**  
NA482/136

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**Estate** Fee Simple - 1/2 share  
**Area** 986 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 133135  
**Registered Owners**  
Christopher Carl Robinson

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<b>Estate</b>	Leasehold	<b>Instrument</b>	L C066059.1
		<b>Term</b>	999 years commencing on the 5th October 1989

**Legal Description** Flat 1 Deposited Plan 133135  
**Registered Owners**  
Christopher Carl Robinson

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**Interests**

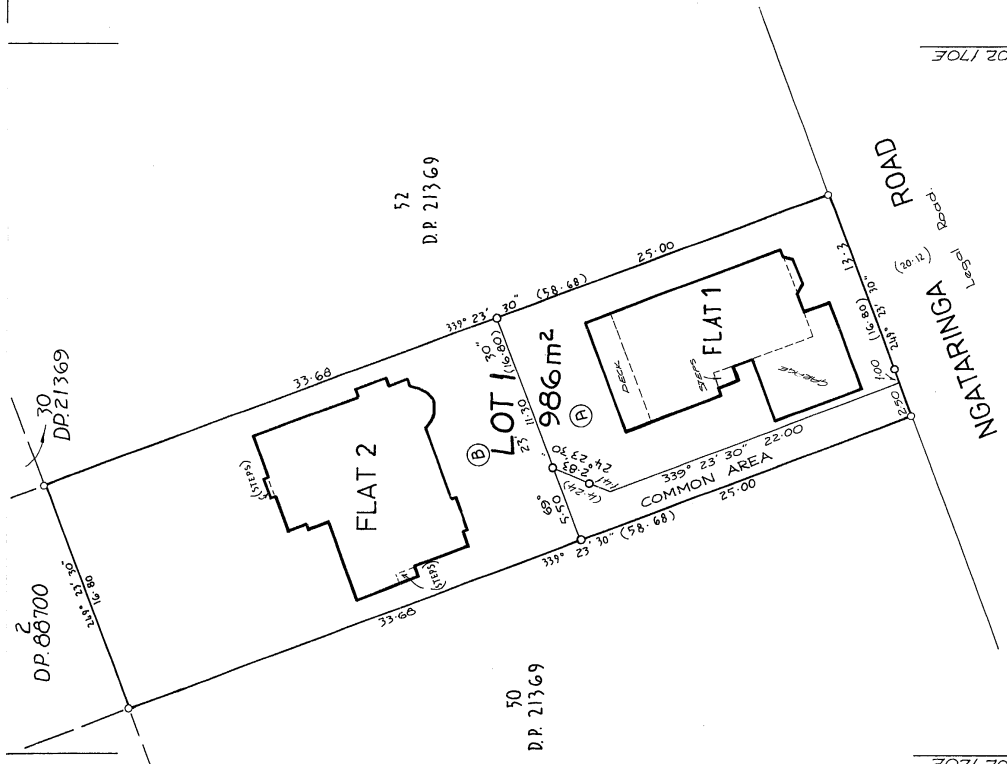
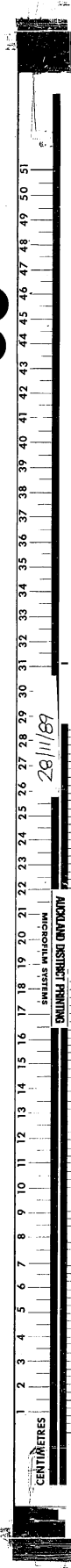
Fencing Agreement in Transfer 204212 (Affects Fee Simple)  
C066059.1 Lease of Flat 1 DP 133135 Term 999 years commencing on the 5th October 1989 Composite CT NA78B/893 issued - 13.11.1989 at 11.36 am (Affects Fee Simple)  
Land Covenant in Lease C066059.1 - 13.11.1989 at 11.36 am (Affects Fee Simple)  
10966780.3 Mortgage to Westpac New Zealand Limited - 15.12.2017 at 11:59 am  
12946681.4 Lease of Area 3-4 Deposited Plan 599183 Term 964 years and 8 months from 5.2.2024 Record of Title 1166360 issued - 12.4.2024 at 11:21 am (Affects Fee Simple)

		<p>706 730V</p>	
<p>APPROVALS</p> <p>REGISTERED OWNERS</p> <p>BOUNDARIES OF AREAS TO BE LEASED ARE TO OUTSIDE FACIES OF WALLS &amp; STRUCTURES UNLESS OTHERWISE SHOWN.</p>		<p>706 730V</p>	
<p>ITEMS MARKED (A) &amp; (B) ARE TO BE SUBJECT TO RESTRICTIVE COVENANTS.</p> <p>I, DONALD FLEMING MCKAY OF TAKAPUNA, REGISTERED SURVEYOR AND HOLDER OF AN ANNUAL PRACTISING CERTIFICATE HEREBY CERTIFY THAT THE BUILDINGS DEPICTED HEREON ARE ERECTED IN THE POSITION SHOWN AND ARE SITUATED WITHIN THE BOUNDARIES OF CT. 482/156 AND THAT THE BUILDINGS ARE CORRECT.</p> <p>DATED 23/6/88</p> <p>SIGNED <i>[Signature]</i></p>		<p>706 730V</p>	
<p>PURSUANT TO SECTION 314 OF THE LOCAL GOVERNMENT ACT 1974, I HEREBY CERTIFY THAT THE BUILDINGS DEPICTED HEREON ARE CORRECTLY SHOWN AND THAT SUCH SAFEGUARDS AGAINST FIRE AND MEANS OF ESCAPE IN CASE OF FIRE AS WERE REQUIRED BY THE BUILDING ACT 1968 HAVE BEEN PROVIDED AND THAT THE BUILDINGS ARE CORRECTLY SHOWN AND ARE SITUATED WITHIN THE BOUNDARIES OF CT. 482/156 AND THAT THE BUILDINGS ARE CORRECT.</p> <p>THAT CONSTRUCTION OF FLAT 1 HEREON COMMENCED AFTER 1 APRIL 1979 AND A BUILDING PERMIT FOR THE CONSTRUCTION OF FLAT 1 WAS ISSUED HAS BEEN OBTAINED AND THAT THE BUILDINGS ARE CORRECTLY SHOWN AND ARE SITUATED WITHIN THE BOUNDARIES OF CT. 482/156 AND THAT THE BUILDINGS ARE CORRECT.</p> <p>DATED THIS 18th DAY OF JUNE 1988</p> <p>AUTHORISED OFFICER <i>[Signature]</i></p>		<p>706 730V</p>	
<p>COVENANT BOUNDARIES ARE NOT SHOWN UNLESS OTHERWISE SHOWN</p> <p>NEW CT ALLOCATED: FLAT 1-78B/893 FLAT 2-78B/894</p> <p>Total Area 986 m<sup>2</sup></p> <p>Comprised in CT. 482/156 (All)</p>		<p>706 730V</p>	
<p>I, DONALD FLEMING MCKAY, Registered Surveyor and holder of a practising certificate in accordance with the Survey Act 1968, hereby certify that this plan has been made from surveys executed by me or under my direction, that this plan and the survey data on which it is based have been made in accordance with the Survey Regulations 1972.</p> <p>Dated at TAPARUA this 25th day of JUNE 1988</p> <p>Field Book <i>[Signature]</i> p. <i>[Signature]</i></p> <p>Reference Plan <i>[Signature]</i> p. <i>[Signature]</i></p>		<p>706 730V</p>	
<p>Examined <i>[Signature]</i> M. L. Crawford</p> <p>Approved as to Survey <i>[Signature]</i> Chief Surveyor</p> <p>11/8/89</p>		<p>706 730V</p>	
<p>Deposited this 13th day of November 1989</p> <p><i>[Signature]</i> Land Registrar</p> <p>File M. 6338</p> <p>Received <i>[Signature]</i></p> <p>DP133135</p>		<p>706 730V</p>	

L & S FORM N83

W. H. HAWKES, SURVEYOR GENERAL, DEPARTMENT OF LANDS AND SURVEY NEW ZEALAND

G.E.D. PRINTS LTD. CHRISTCHURCH



LAND DISTRICT NORTH AUCKLAND  
SURVEY BLK. & DIST. VI RANGITOTO  
NZMS 261 SH1 RECORD MAP No

PLAN OF  
LOT 1 & 2 FLATS 1 & 2 THEREON BEING  
LOT 51 D.P. 21369

TERRITORIAL AUTHORITY DEVONPORT BOROUGH  
Surveyed by D. F. MCKAY & ASSOCIATES  
Scale 1 : 200 Date MAY 1987.

**LIM**

**Residential, Commercial, Developments, Lifestyle, Rural, Waterfront**

New Zealand Property Limited  
87 Croft Lane  
Albany  
ALBANY 0793



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<b>Applicant</b>	New Zealand Property Limited
<b>LIM address</b>	46A Ngataranga Road Devonport 0624
<b>Application number</b>	8270615839
<b>Customer Reference</b>	Christopher Carl Robinson
<b>Date issued</b>	17-Jul-2025
<b>Legal Description</b>	1/2 SH Lot 1 DP 133135, Flat 1 DP 133135
<b>Certificates of title</b>	NA78B/893

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### 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: High wind speed of 44 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 in the property file. Please order a [property file online](#)

<https://www.aucklandcouncil.govt.nz/buying-property/order-property-report/Pages/order-property-file.aspx>

### 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](http://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.

For further details please check [Flood Viewer](#)

### Overland Flow Path

This site (property parcel) spatially intersects with one or more Overland Flow Paths, as displayed on the map attached to this LIM entitled "Special Land Features – Natural Hazards - Flooding".

Overland Flow Paths are lines representing the predicted route of overland flow, based on analysis of a Digital Terrain Model (derived from aerial laser survey). Overland Flow Paths do not show the width or extent

of flow.

Overland Flow Paths are based solely on the terrain and are indicative only.

Overland Flow Paths may flood depending on the amount of rain.

The Auckland Unitary Plan contains policies and rules relating to development and/or works within or adjacent to Overland Flow Paths.

Note: The terms “Flow Path” and “Flowpath” are used interchangeably.

## **Exposure Zones**

New Zealand Standard 3604:2011 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: Zone D

High — Coastal areas with high risk of wind-blown sea-spray salt deposits. This is defined as within 500m of the sea including harbours, or 100m from tidal estuaries and sheltered inlets. The coastal area also includes all offshore islands including Waiheke Island, Great Barrier Island. Within each of the zones there are different environmental locations that require fittings and fixtures appropriate to its designation as outlined Tables 4.1 to 4.3 in NZS 3604:2011 being either "closed", "sheltered" or "exposed".

For further information refer to NZS 3604:2011 Section 4 — Durability.

## **Coastal Erosion**

This explanation appears on all LIMs, not just sites that may be susceptible to coastal erosion.

The map entitled “Natural Hazards - Coastal Erosion” shows information on potential coastal erosion and resulting land instability, if any, in relation to this site.

Coastal erosion is the wearing away of land due to coastal processes such as waves and currents. Coastal instability is the movement of land (typically as a landslide) resulting from the loss of support caused by coastal erosion.

Where applicable, the map shows lines that indicate areas susceptible to coastal instability and erosion (ASCIE) within the next 100 years. The lines do not show the future position of the coast. Rather, they show the landward edge of the area that might become unstable as a result of coastal erosion. The area between this line and the sea is considered to be potentially susceptible to erosion, or instability caused by erosion.

The lines represent three timescales, and take into account projected sea level rise based on carbon emission scenarios known as representative concentration pathways (RCP):

- 2050 (0.28 m of sea level rise; RCP 8.5)
- 2080 (0.55 m of sea level rise; RCP 8.5)
- 2130 (1.18 m of sea level rise; RCP 8.5)
- 2130 (1.52 m of sea level rise; RCP 8.5+)

The RCP projections are from the Intergovernmental Panel on Climate Change fifth assessment report (2015), and the related sea level rise values align with Ministry for the Environment Coastal Hazards and Climate Change Guidance for Local Government (2017).

The lines are based on data from a regional study (“Predicting Auckland’s Exposure to Coastal Instability and Erosion”, available on the Council website). The lines may not take into account local variability, and are not

intended for site-specific use.

Development on sites affected by potential coastal erosion may be subject to Auckland Unitary Plan activity controls and may require a detailed coastal hazard assessment report to be completed by a qualified expert.

#### 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.

#### 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

<b>Billing Number/ Rate Account:</b>	12340986073
<b>Rates levied for the Year 2025/2026 :</b>	\$3,804.62
<b>Total rates to clear for the current year (including any arrears and postponed rates):</b>	\$4,104.87

The rates figures are provided as at 8 a.m. 17/07/2025. It is strongly advised these are not used for settlement purposes.

#### 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.

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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

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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

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#### Planning

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

#### Subdivisions

46 Ngataringa Road Devonport Auckland 0624

Application No.	Description	Decision	Decision Date
SUB60428282	Subdivision Consent The construction works include an extension of a covered patio and additions of stairs to the existing dwelling, and the erection of a new garage with a firewall towards cross lease boundary.	Granted	26/01/2024
SRV90114036	Subdivision survey plan ((s)223) s223 LT 599183 Area on Lot 1 DP 133135	Granted	08/02/2024
SRV90116135	Subdivision survey plan ((s)223) s223 and s224(f) LT 599183 Areas on Lot 1 DP 133135	Granted	13/05/2024

#### Engineering Approvals

There are **NO** Engineering approvals recorded.

If there are any conditions, please refer to the Property File. The applicant should satisfy themselves as to whether all conditions of resource consents for this property have been met. To obtain Resource Consent documents a Property File will need to be requested [How to order a property file \(aucklandcouncil.govt.nz\)](https://aucklandcouncil.govt.nz)

#### Further Information

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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

46A Ngataranga Road Devonport 0624

Application No.	Description	Issue Date	Status
E069675	Dwelling	02/09/1987	Issued (See Note 1)
E069594	Demolish existing Garage and Construct a Double Carport (Carport not constructed)	21/01/1988	Issued (See Note 1)
933	Plumbing	06/08/1988	Issued (See Note 1)
F074754	Extension of Lounge and Front Porch Addition and Steps to existing House	04/10/1988	Issued (See Note 1)
F074965	Construct New Garage and Storage attached to existing House	28/04/1989	Issued (See Note 1)

46 Ngataranga Road Devonport Auckland 0624

Application No.	Description	Issue Date	Status
BPM-2440	Remove and Re Erect Dwelling	18/07/1939	Issued (See Note 1)
BPM-999	Drainage	06/10/1939	Issued (See Note 1)
BPM-14	Plumbing	03/11/1939	Issued (See Note 1)
BA-1245547	RBW - Re-pile	11/10/2012	CCC Issued 12/03/2015 (See Note 2)
BA-1246813	RBW, bathroom and minor alterations.	03/05/2013	CCC Issued 19/04/2017 (See Note 2)
BCO10303822 BCO10303822-A	Versatile 600 Series Garage, 6m x 4.2m x 2.4m stud. Amendment to BCO10303822. Versatile 600 Series Garage, 6m x 4.2m x 2.4m stud. AMENDED TO ADD FIREWALL TOWARDS CROSS LEASE BDY.	13/03/2020	CCC Issued 30/03/2021 (See Note 2)
BCO10330940 BCO10330940-A	Installation of new swimming pool fencing (Pool under 35000 litres and exempt works). Includes Amendment BCO10330940/A - Revised to move pool to opposite side of section and include house door into pool area. Amendment to Building Consent No: BCO10330940 - Installation of new swimming pool fencing. (Pool under 35000 litres and exempt works.) Revised to move pool to opposite side of section and include hou	16/07/2021	CCC Issued 24/08/2022 (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:

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

### **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



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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>

## **Auckland Unitary Plan**

Please note that the Auckland Unitary Plan (Operative in part) applies to this property. The Unitary Plan should be carefully reviewed and considered, as it may have implications for how this property can be developed or used. Parts of the Unitary Plan that are relevant to this property relating to zones, overlays, controls, designations and other restrictions are identified in the Property Summary Report attached to this LIM.

The Unitary Plan can be accessed at Council service centres and libraries and can be found on the following internet page:

<http://www.aucklandcouncil.govt.nz/EN/planspoliciesprojects/plansstrategies/unitaryplan/Pages/home.aspx>

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

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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 : E069675 - Drainage Plan

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

### Address

46A Ngataranga Road Devonport 0624

### Legal Description

Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh

### Appeals

### Modifications

Plan Changes - Plan Change 78 - Intensification - Multiple Layers - [View PDF](#) - Proposed - 18/08/2022

### Zones

Residential - Mixed Housing Suburban Zone

### Precinct

### Controls

Controls: Macroinvertebrate Community Index - Urban

### Overlays

Natural Heritage: Regionally Significant Volcanic Viewshafts And Height Sensitive Areas Overlay [rcp/dp] - T3 - Rangitoto Island - Viewshafts

Natural Heritage: Regionally Significant Volcanic Viewshafts Overlay Contours [i]

### Designations

Designations: Airspace Restriction Designations - ID 4311 - Defence purposes - protection of approach and departure paths (Whenuapai Air Base) - Minister of Defence





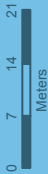
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Built Environment

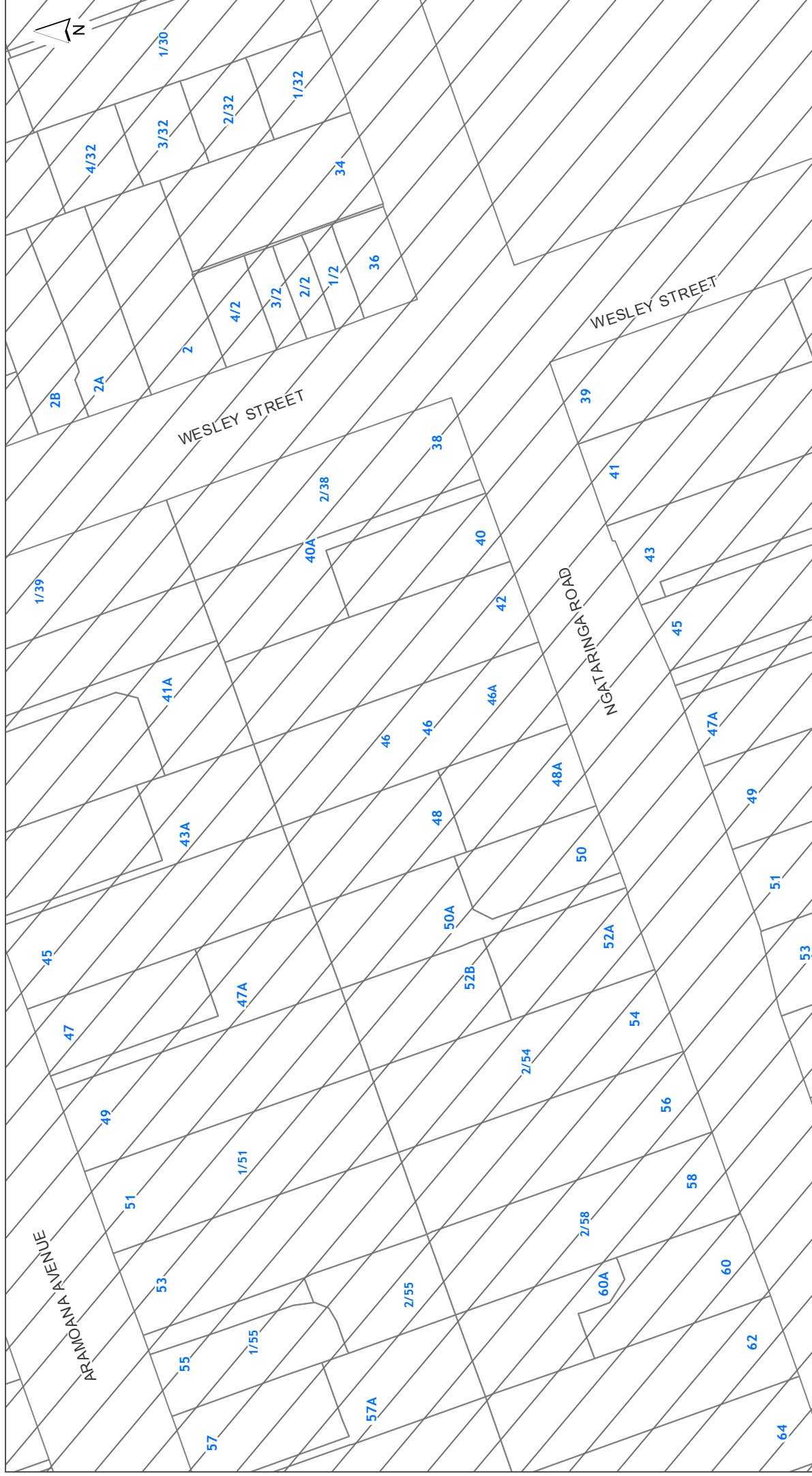
46A Ngataranga Road Devonport 0624

Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh



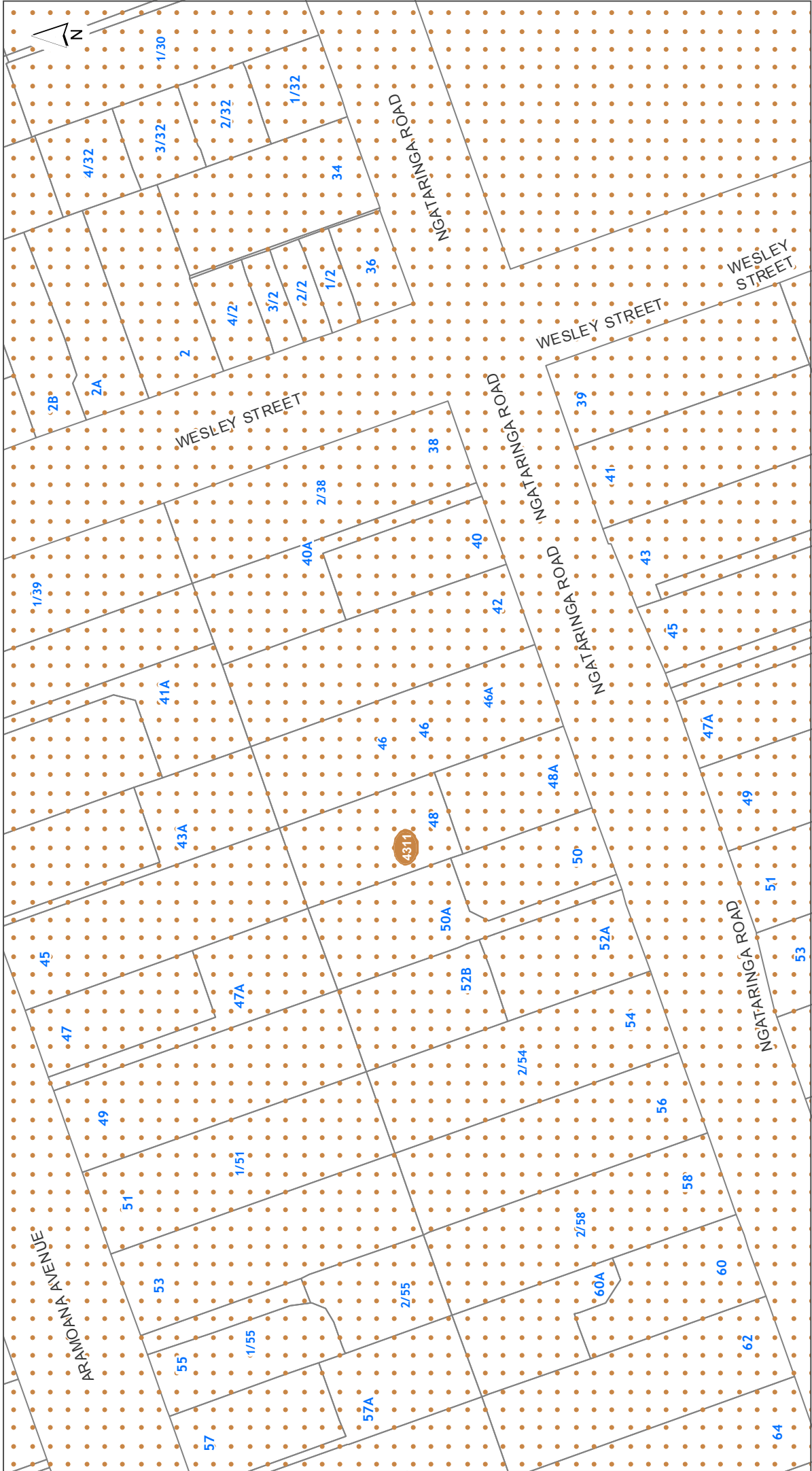
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Date Printed:  
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**Controls****46A Ngataranga Road Devonport 0624****Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh****Scale @ A4  
= 1:1,000****Date Printed:  
17/07/2025**



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Designations

46A Ngataranga Road Devonport 0624

Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh



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**Historic Heritage and Special Character****46A Ngataramanga Road Devonport 0624****Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh****Scale @ A4**  
**= 1:1,000****Date Printed:**  
**17/07/2025**





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Infrastructure

46A Ngatarainga Road Devonport 0624

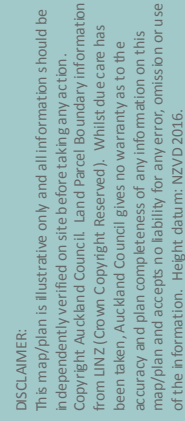
Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh



Scale @ A4  
= 1:1,000

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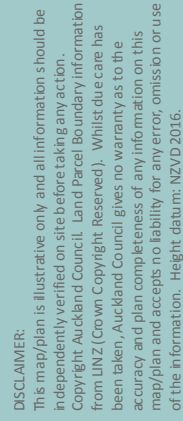




46A Ngataringa Road Devonport 0624

Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh





Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh



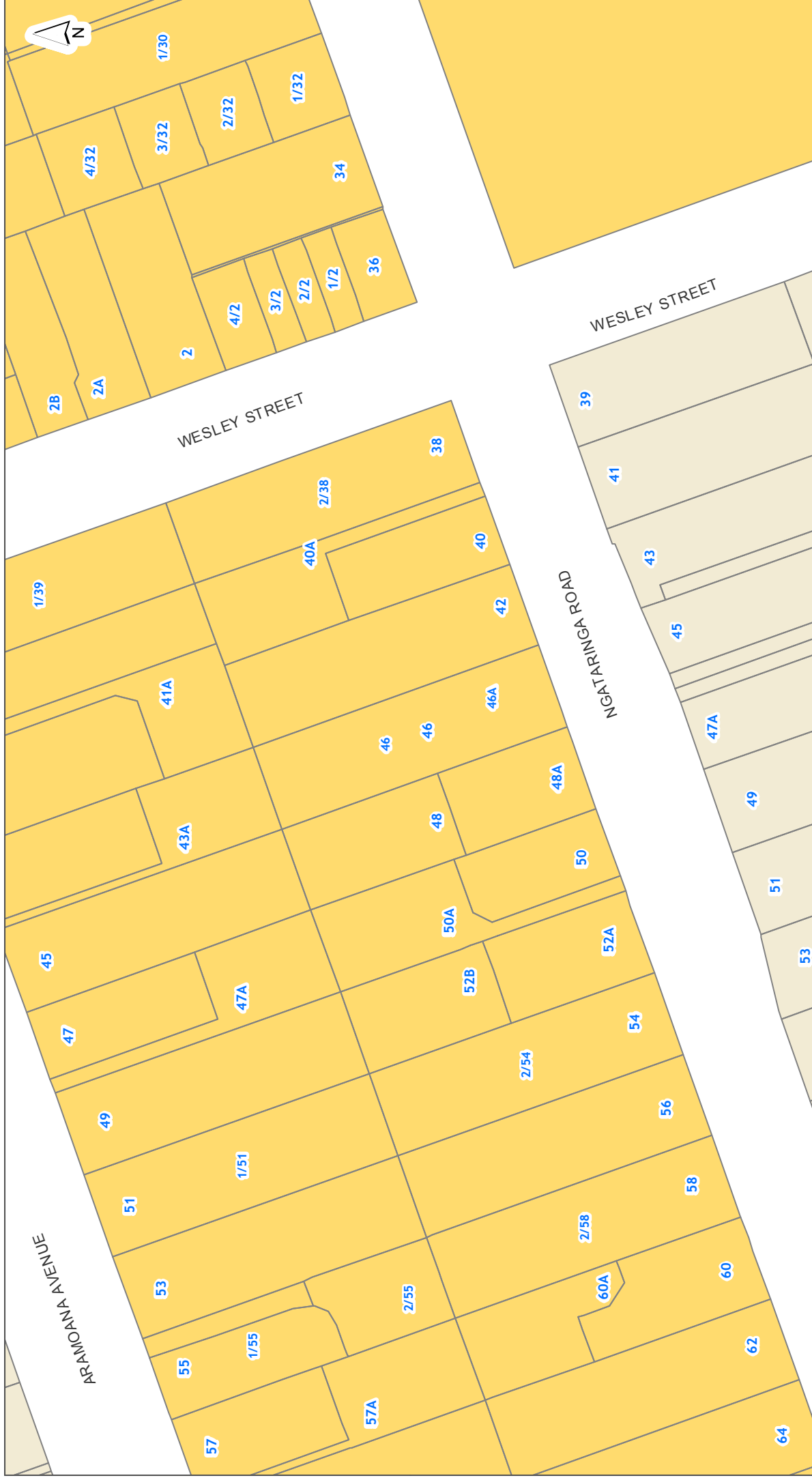




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**Precincts**  
46A Ngataringa Road Devonport 0624  
Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh

0 7 14 21  
Meters  
Scale @ A4  
= 1:1,000  
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**Zones and Rural Urban Boundary**  
**46A Ngataringa Road Devonport 0624**  
**Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh**

0 7 14 21  
Meters

Scale @ A4  
= 1:1,000

Date Printed:  
17/07/2025

NOTATIONS

Appeals to the Proposed Plan

⊠ Appeals seeking changes to zones or management layers

Proposed Modifications to Operative in part Plan

⊞ Notice of Requirements

▨ Proposed 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	
	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]
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### Built Environment

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












### Natural Heritage












	Verified position of tree	} Notable Trees Overlay
	Unverified position of tree	
	Group of Trees	
	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	
	General	} Vehicle Access Restriction Control
	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	
	Indigenous Vegetation 749.7 ha	} Kawau Island Rural Subdivision SEAs Control
	Freshwater Wetland 14.6 ha	
	Surf Breaks [rcp]	
	Cable Protection Areas Control [rcp]	
	Coastal Inundation 1 per cent AEP Plus 1m Control	

## Designations

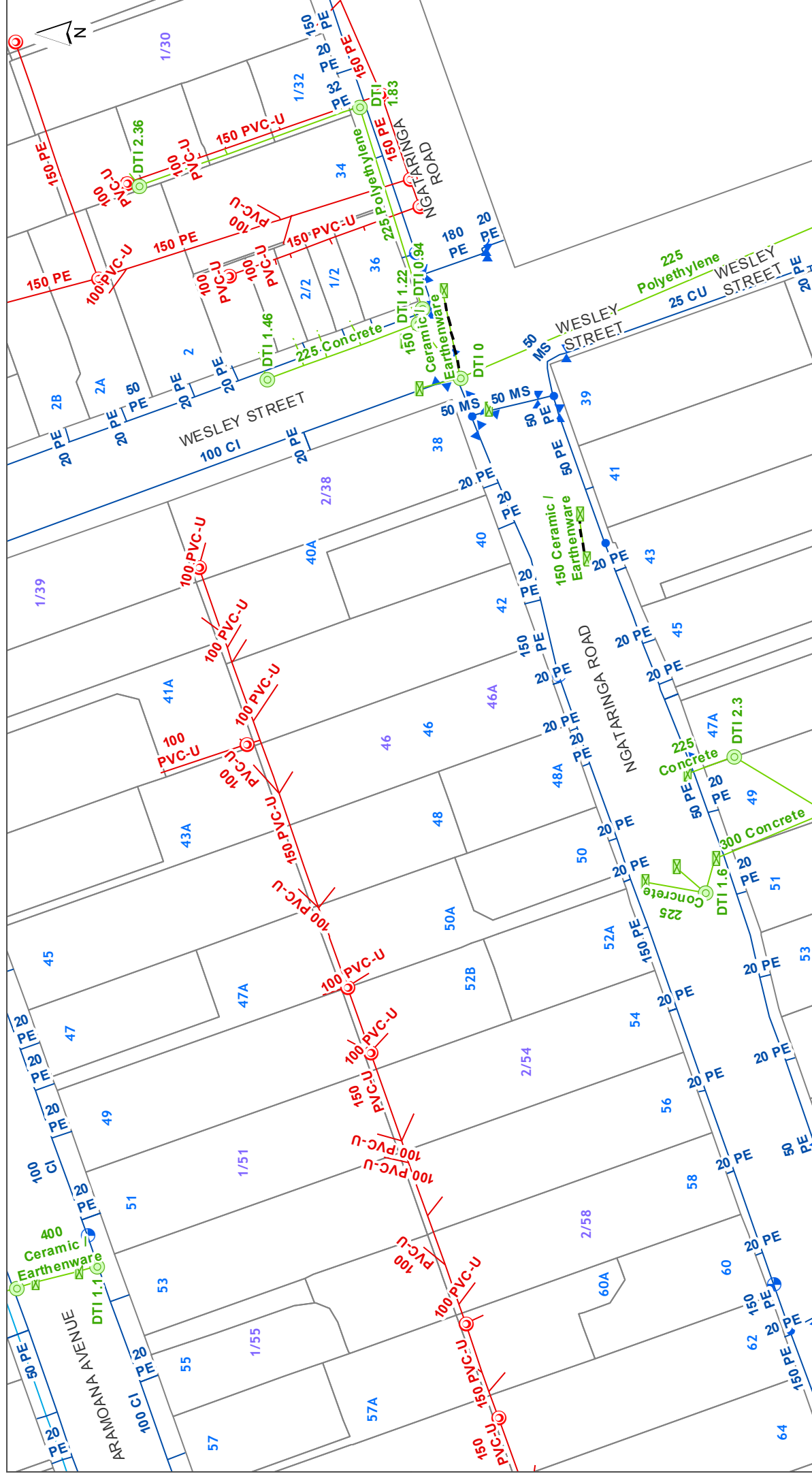


Designations



Airspace Restriction Designations





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## Underground Services Combined

46A Ngataranga Road Devonport 0624

Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh

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
	Pipe - Unserviceable		Erosion & Flood Control (Other Structure)
	Culvert / Tunnel		Erosion & Flood Control (Wall Structure)
	Subsoil Drain		
	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)

Legend updated: 20/05/2025



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Hazards

46A Ngataringa Road Devonport 0624

Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh



Scale @ A4  
= 1:1,000  
Date Printed:  
17/07/2025



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**Natural Hazards - Coastal Erosion ASCIE**  
**46A Ngataranga Road Devonport 0624**  
**Flat 1 DP 133135 on Lot 1 DP 133135 1/2Sh**

0 6.5 13 19.5  
Meters

Scale @ A4  
= 1:1,000

Date Printed:  
17/07/2025



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**Natural Hazards - Coastal Inundation**  
**46A Ngataringa Road Devonport 0624**  
**Flat 1 DP 133135 on Lot 1 DP 133135 1/2Sh**

0 6.5 13 19.5  
Meters

**Scale @ A4**  
**= 1:1,000**  
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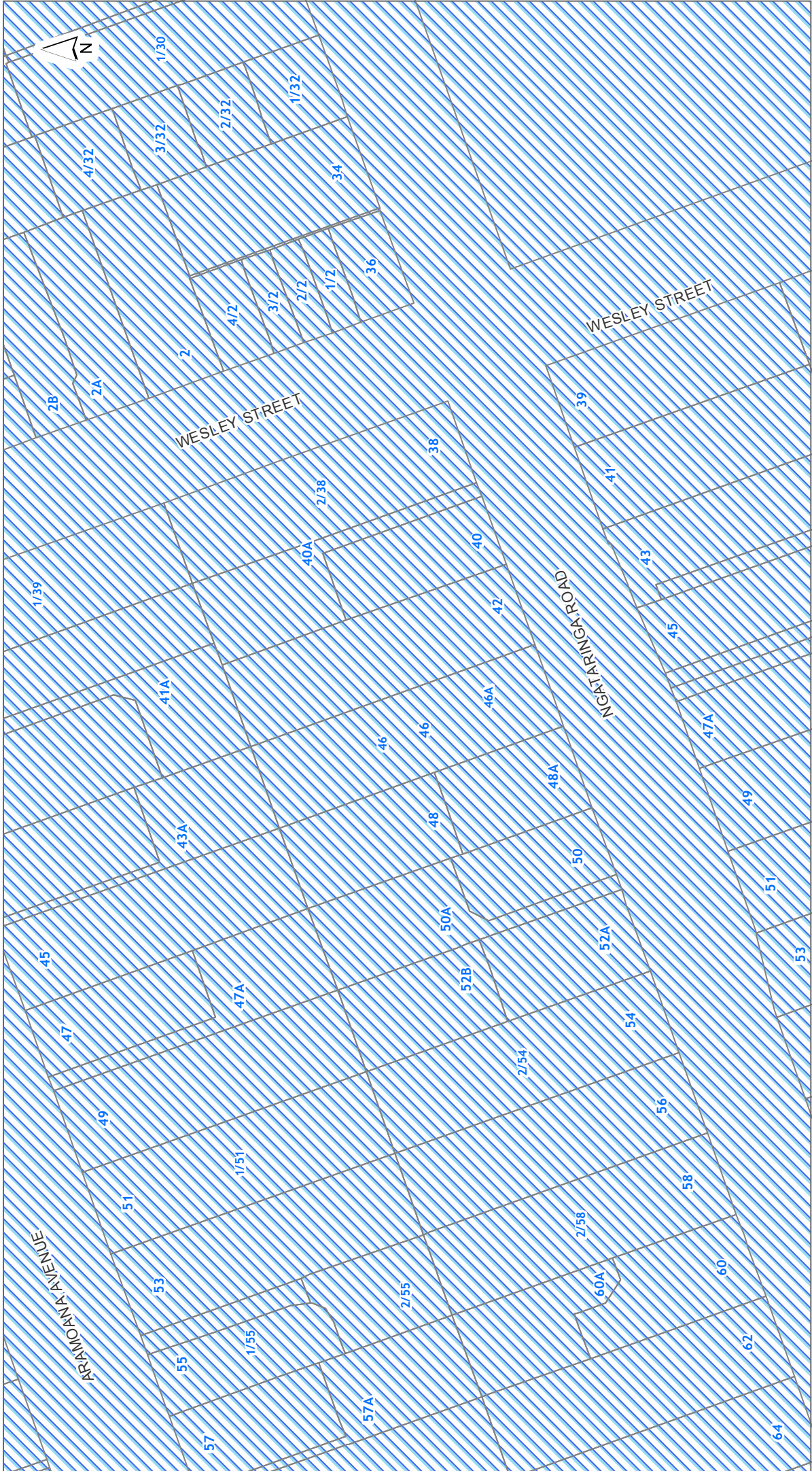


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Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh

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Natural Hazards - Sea Spray

46A Ngataranga Road Devonport 0624

Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh

0 6.5 13 19.5  
Meters

Scale @ A4  
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Natural Hazards - Volcanic Cones  
46A Ngataranga Road Devonport 0624  
Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh

0 6.5 13 19.5  
Meters

Scale @ A4  
= 1:1,000

Date Printed:  
17/07/2025



Flat 1 DP 133135 on Lot 1 DP 133135 1/2sh

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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
	Marine Area (based on Unitary Plan Mean High Water Springs-10)
Coastal Inundation	
	1% AEP
	1% AEP plus 1m sea level rise
	1% AEP plus 2m sea level rise

Other

Heritage	
	Archaeology
	Heritage Area
	Mana Whenua Site
	Maritime
	Structure
	Botanic
	Botanic Heritage
	Archaeology
	Heritage Area
	Archaeology
	Heritage Area
	Mana Whenua Site
	Maritime
	Structure
	Botanic
	Mana Whenua Site
	Maritime
	Structure

Legend updated: 21/11/2024

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.





JOB ADDRESS 46 NEATRINGA RD PERMIT NO:

DRAINLAYER WHITE AND ALLEN

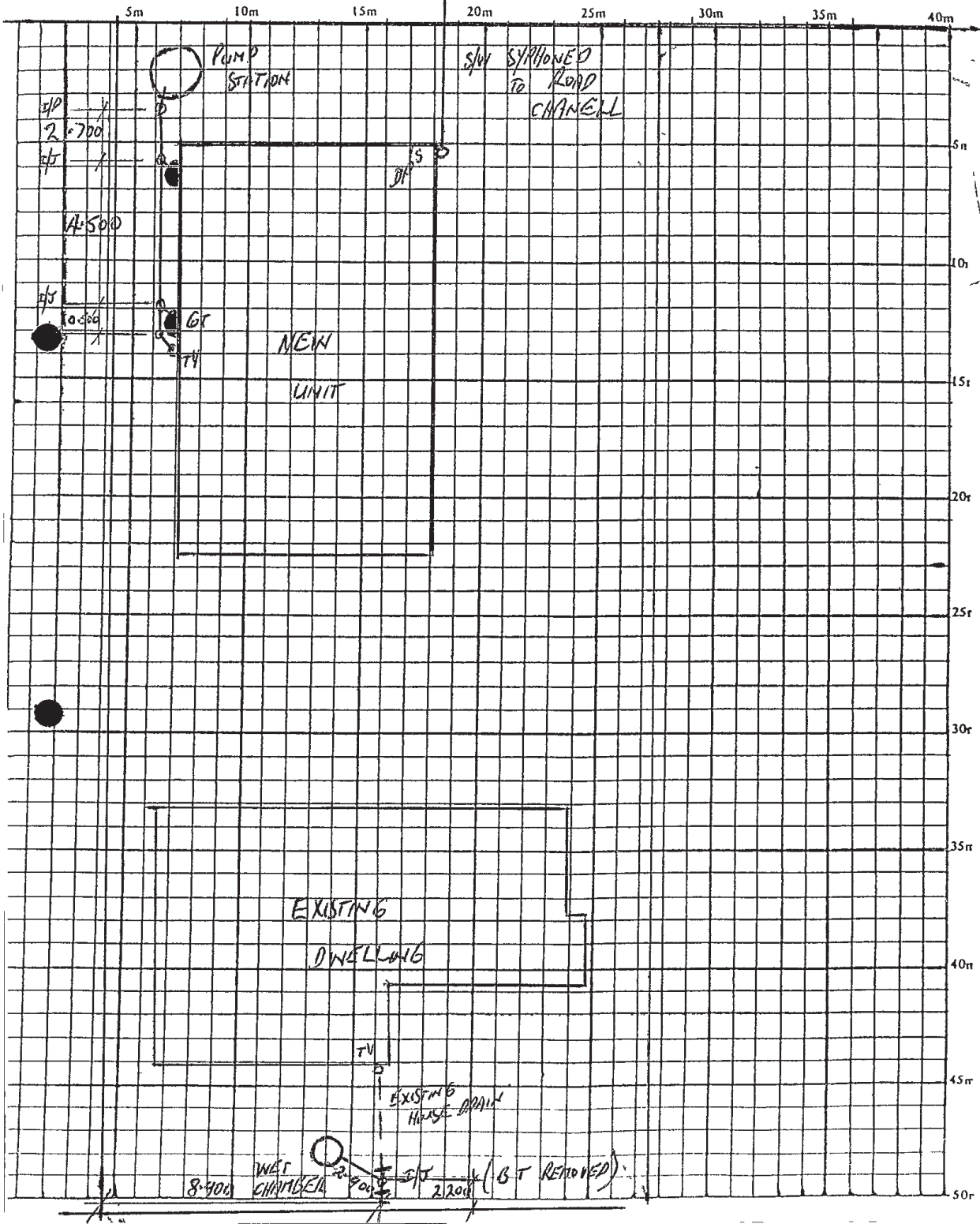
LOT NO

DP

INSP DATE 12 11 87

SCALE 1 Sq = 1m

ROAD BOUNDARY



# Auction Document

**Residential, Commercial, Developments, Lifestyle, Rural, Waterfront**

# PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY AUCTION

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

## AUCTION DETAILS

Auctioneer: Apollo Auctions New Zealand Limited - Robert Tulp

Place of Auction: 1/46 Ngataranga Road, Devonport, Auckland

Date and Time of Auction: Sunday 10th August 2025, 2-30pm, 1/46 Ngataranga Road, Devonport, Auckland

Licensed Real Estate Agent acting for Vendor: New Zealand Property Limited - Stephen Hudson

**Vendor:** Christopher Carl Robinson

**The vendor is registered under the GST Act in respect of this transaction and/or will be so registered at settlement:**

**Yes/No**

If "Yes", Schedule 3 must be completed by the parties.

## PROPERTY

**Address:** 1/46 Ngataranga Road, Devonport, Auckland

**Estate:** **FREEHOLD**

**STRATUM IN LEASEHOLD**

**LEASEHOLD**

**CROSS-LEASE (FREEHOLD)**

**STRATUM IN FREEHOLD**

**CROSS-LEASE (LEASEHOLD)**

If none of the above are deleted, the estate being sold is the first option of freehold.

### Legal Description:

**Area (more or less):**

1/2 Share of 986 sqm

**Lot/Flat/Unit:**

Lot 1

**DP:**

DP 133135

**Record of Title (unique identifier):**

NA78B/893

Also known as 46A Ngataranga Road, Devonport, Auckland

## TENANCIES

**Yes/No**

Particulars of any tenancies are set out in Schedule 2 or another schedule attached to this agreement by the parties.

### 1.0 Conditions of sale

- 1.1 The property and the chattels included in the sale are sold on these Particulars and Conditions of Sale, the General Terms of Sale and any Further Terms of Sale.
- 1.2 GST will be payable in accordance with the statement of the purchase price in the Memorandum of Contract.
- 1.3 The GST date is (clause 14.0):
- 1.4 The settlement date is: 19th September 2025
- 1.5 The interest rate for late settlement is 14 % p.a.

### 2.0 Conduct of auction

- 2.1 The property is offered for sale subject to a reserve price and, subject to the reserve price being met, the highest bidder whose bid is accepted by the auctioneer shall be the purchaser.
- 2.2 The auctioneer may nominate the sum by which the bidding can be raised.
- 2.3 The auctioneer may refuse any bid.
- 2.4 The auctioneer or the licensed real estate agent acting for the vendor in respect of the sale may submit a bid on behalf of any person. The auctioneer shall identify a person so acting before the commencement of bidding.
- 2.5 The vendor may bid personally, or by a representative, or through the auctioneer, provided that the bid is less than the reserve price. The auctioneer shall identify each vendor bid as it is made.
- 2.6 The vendor may withdraw the property at any time before it has been sold and without declaring the reserve price.
- 2.7 If a dispute arises concerning any bid, the auctioneer may determine the dispute or re-offer the property at the last undisputed bid.
- 2.8 The purchaser shall immediately on the completion of the auction:
  - (a) sign the Memorandum of Contract, failing which the auctioneer may sign on behalf of the purchaser;
  - (b) pay to the vendor's licensed real estate agent the deposit being 10% of the purchase price unless otherwise agreed; and
  - (c) complete its GST information in Schedule 3, if applicable.

**SCHEDULE 1****List all chattels included in the sale**

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

<b>Stove</b>	( 1 )	<b>Rangehood</b>	( 1 )	<del>Wall/under bench oven</del>	( )	<b>Cooktop</b>	( )
<b>Dishwasher</b>	( 1 )	<del>Kitchen waste disposal</del>	( )	<b>Light fittings</b>	( )	<b>Smoke detectors</b>	( 2 )
<del>Burglar alarm</del>	( )	<b>Heated towel rail</b>	( 1 )	<del>Heat pump</del>	( )	<b>Garage door remote control</b>	( 2 )
<b>Garden shed</b>	( 1 )	<b>Blinds</b>	( )	<b>Curtains</b>	( )	<b>Drapes</b>	
<b>Fixed floor coverings</b>		<b>Bathroom extractor fan</b>					

Beko Stove with 5 burner Gas Cooktop, Dishwasher Smeg, Lounge Suite in Lounge, leather lounge suite in Garage, HRV System, Woodburner, Pizza Oven, Tiger Turf in the back garden and Spa Pool with locking cover.

Both parties should check that Schedule 1 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

**SCHEDULE 2****Residential Tenancies****Name of Tenant(s):****Rent:****Term:****Bond:**

Copyright

**Commercial/Industrial Tenancies**

(If necessary complete on a separate schedule)

**1. Name of Tenant(s):****Rent:****Term:****Right of Renewal:****Other:****2. Name of Tenant(s):****Rent:****Term:****Right of Renewal:****Other:****3. Name of Tenant(s):****Rent:****Term:****Right of Renewal:****Other:**

# GENERAL TERMS OF SALE

## 3.0 Definitions, time for performance, notices, and interpretation

### 3.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.
- (6) "Building Act" means the Building Act 2004.
- (7) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (8) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (9) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (10) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (11) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- (12) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (13) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (14) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- (15) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.
- (16) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (17) "LINZ" means Land Information New Zealand.
- (18) "Local authority" means a territorial authority or a regional council.
- (19) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (20) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (21) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (22) "Property" means the property described in this agreement.
- (23) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (24) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (25) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (26) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 5.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (27) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- (28) "Rules" means body corporate operational rules under the Unit Titles Act.
- (29) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (30) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 5.8.
- (31) "Settlement date" means the date specified as such in this agreement.
- (32) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (33) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (34) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (35) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- (36) "Unit title" means a unit title under the Unit Titles Act.
- (37) "Unit Titles Act" means the Unit Titles Act 2010.



- (38) "Working day" means any day of the week other than:
- Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
  - if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
  - a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January in the following year, both days inclusive;
  - the day observed as the anniversary of any province in which the property is situated;
  - the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
  - any other day that the Government of New Zealand declares to be a public holiday.

A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

3.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

3.3 Time for Performance

- Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 3.3(2).

3.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- All notices must be served in writing.
- Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
  - on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
  - on the party or on the party's lawyer:
    - by personal delivery; or
    - by posting by ordinary mail; or
    - by email; or
    - in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- In respect of the means of service specified in clause 3.4(3)(b), a notice is deemed to have been served:
  - in the case of personal delivery, when received by the party or at the lawyer's office;
  - in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
  - in the case of email:
    - when sent to the email address provided for the party or the party's lawyer on the back page; or
    - any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
    - if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
  - in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
  - in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

3.5 Interpretation and Execution

- If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- Headings are for information only and do not form part of this agreement.
- References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006) engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

#### 4.0 Deposit

- 4.1 The purchaser shall pay the deposit to the vendor's licensed real estate agent immediately on the completion of the auction or, where the property has been sold prior to, or subsequent to, the auction, on the execution of this agreement by both parties, time being of the essence.
- 4.2 If the deposit is not paid as set out in clause 4.1, the vendor may cancel this agreement by serving notice of cancellation on the purchaser.
- 4.3 The deposit shall be in part payment of the purchase price.
- 4.4 If the property is a unit title, the person to whom the deposit is paid shall hold it as a stakeholder until the latest of the following matters:
- (1) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections; and/or
  - (2) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised; and/or
  - (3) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act.
- 4.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 4.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008.

#### 5.0 Possession and Settlement

##### Possession

- 5.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 5.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
- (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
  - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, the chattels and the fixtures.
- 5.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 5.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

##### Settlement

- 5.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date. If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
- 5.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
    - (b) certify and sign the transfer instrument.
- 5.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
    - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 5.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 5.12 or 5.13, or for any deduction allowed to the purchaser under clause 7.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 11.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 11.8);
  - (2) the vendor's lawyer shall immediately thereafter:
    - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 5.7(1) so that the purchaser's lawyer can then submit them for registration;
    - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 5.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and

- (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.

5.9 All obligations under clause 5.8 are interdependent.

5.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:

- (1) the purchaser is ready, willing, and able to settle;
- (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
- (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

#### **Last-Minute Settlement**

5.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:

- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
- (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

#### **Purchaser Default: Late Settlement**

5.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:

- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
- (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
  - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
  - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 5.12(1).
- (3) If the parties are unable to agree upon any amount payable under this clause 5.12, either party may make a claim under clause 11.0.

#### **Vendor Default: Late Settlement or Failure to Give Possession**

5.13 (1) For the purposes of this clause 5.13:

- (a) the default period means:
  - (i) in clause 5.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
  - (ii) in clause 5.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
  - (iii) in clause 5.13(5), the period from the settlement date until the date when settlement occurs; and
- (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
  - (a) the vendor shall pay the purchaser, at the purchaser's election, either:
    - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
  - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
    - (i) any withholding tax; and
    - (ii) any bank or legal administration fees and commission charges; and
    - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 5.13(2)(b) during the default period. A purchaser in possession under this clause 5.13(3) is a licensee only.

- (4) Notwithstanding the provisions of clause 5.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 5.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 5.13(2)(b) during the default period.
- (6) The provisions of this clause 5.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 5.13, either party may make a claim under clause 11.0.

#### Deferment of Settlement and Possession

- 5.14 If:
- (1) this is an agreement for the sale by a commercial on-seller of a household unit; and
  - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 5.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 5.16 If:
- (1) the property is a unit title; and
  - (2) the settlement date is deferred pursuant to either clause 5.14 or clause 5.15; and
  - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 10.3,
- then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to clause 5.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
  - (b) where there is a deferment of the settlement date pursuant to clause 5.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

#### New Title Provision

- 5.17 (1) Where:
- (a) the transfer of the property is to be registered against a new title yet to be issued; and
  - (b) a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,
- then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the date on which the vendor has given the purchaser notice that a search copy is obtainable.
- (2) Clause 5.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.

### 6.0 Residential Land Withholding Tax

- 6.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
    - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
    - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
  - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
  - (3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
    - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
    - (b) any costs payable by the vendor under clause 6.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 6.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 6.1(1), then the purchaser may:

- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
  - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 6.3 If pursuant to clause 6.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
  - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 6.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 6.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 6.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under clause 6.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
  - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

## 7.0 Risk and insurance

- 7.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 7.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and it is untenable on the settlement date, the purchaser may:
    - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
    - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
  - (2) if the property is not untenable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
  - (3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
  - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 11.8 for when an amount of compensation is disputed.
- 7.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

## 8.0 Title, boundaries and requisitions

- 8.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 8.2 The purchaser is deemed to have accepted the vendor's title to the property and the purchaser may not make any requisitions or objections as to title.
- 8.3 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

## 9.0 Vendor's warranties and undertakings

- 9.1 The vendor warrants and undertakes that at the date of this agreement, the vendor has not:
- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
    - (a) from any local or government authority or other statutory body; or
    - (b) under the Resource Management Act 1991; or
    - (c) from any tenant of the property; or
    - (d) from any other party; or
  - (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 9.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 9.3 The vendor warrants and undertakes that at settlement:
- (1) The chattels included in the sale listed in Schedule 1 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).



- (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.
  - (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.
  - (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
  - (5) Where the vendor has done or caused or permitted to be done on the property any works:
    - (a) any permit, resource consent, or building consent required by law was obtained; and
    - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
    - (c) where appropriate, a code compliance certificate was issued for those works.
  - (6) Where under the Building Act, any building on the property sold requires a compliance schedule:
    - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
    - (b) the building has a current building warrant of fitness; and
    - (c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
  - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
  - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
    - (a) from any local or government authority or other statutory body; or
    - (b) under the Resource Management Act 1991; or
    - (c) from any tenant of the property; or
    - (d) from any other party,
 has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- 9.4 If the property is or includes part only of a building, the warranty and undertaking in clause 9.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
  - (2) the building has a current building warrant of fitness; and
  - (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- 9.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
  - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
  - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
  - (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

## 10.0 Unit title provisions

- 10.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 10.0 are in addition to, and do not derogate from, the requirements in the Act.
- 10.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.
  - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate
  - (3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
  - (4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.
  - (5) The vendor has no knowledge or notice of any fact which might result in:
    - (a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act;
    - (b) any proceedings being instituted by or against the body corporate; or
    - (c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.

- (6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.
- (7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.
- (8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for:
  - (a) the transfer of the whole or any part of the common property;
  - (b) the addition of any land to the common property;
  - (c) the cancellation of the unit plan;
  - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan; or
  - (e) any change to utility interest or ownership interest for any unit on the unit plan.
- 10.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide:
  - (1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act; and
  - (2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.
- 10.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date:
  - (1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.
  - (2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.
  - (3) The warranties at clause 10.2(2), (3), (4), (5), (6), (7), and (8) are repeated.
- 10.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 10.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may:
  - (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
  - (2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.
- 10.6 If the property is a unit title, each party specifies that:
  - (1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer, shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act; and
  - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.

## 11.0 Claims for compensation

- 11.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 11.0.
- 11.2 The provisions of this clause apply if:
  - (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
    - (a) a breach of any term of this agreement;
    - (b) a misrepresentation;
    - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
    - (d) an equitable set-off, or
  - (2) there is a dispute between the parties regarding any amounts payable:
    - (a) under clause 5.12 or clause 5.13; or
    - (b) under clause 7.2.
- 11.3 To make a claim under this clause 11.0:
  - (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 5.12 or clause 5.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
  - (2) the notice must:
    - (a) state the particular breach of the terms of this agreement, or the claim under clause 5.12, clause 5.13 or clause 7.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
    - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
    - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
  - (3) the claimant must not have made a prior claim under this clause 11.0 (to the intent that a claimant may make a claim under this clause 11.0 on only one occasion, though such a claim may address one or more of the elements in clause 11.2).
- 11.4 If the claimant is unable to give notice under clause 11.3 in respect of claims under clause 11.2(1) or clause 11.2(2)(b) on or before the date that notice is due under clause 11.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 12.1, time being of the essence.

- 11.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 11.6 If the purchaser makes a claim for compensation under clause 11.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 11.3, time being of the essence; and
  - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 11.7 If the purchaser makes a claim for compensation under clause 11.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 11.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 11.8 If it is accepted, or determined under clause 11.6, that the purchaser has a right to claim compensation under clause 11.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 11.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
  - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
  - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
    - (a) where the claim is under clause 5.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
    - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 11.8(4) for the purposes of determining that the requirements of clauses 11.3(2)(b)-(c) have been met.
  - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 7.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
  - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;
  - (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
  - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
  - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 11.9 Where a determination has to be made under clause 11.6(2) or clause 11.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 11.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 11.10 The procedures prescribed in clauses 11.1 to 11.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 11.11 A determination under clause 11.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 11.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 11.12 Where a determination is made by an appointee under either clause 11.6 or clause 11.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
  - (2) may make an order that one party must meet all or some of the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.

## 12.0 Notice to complete and remedies on default

- 12.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, willing, and able to proceed to settle in accordance with this agreement or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.

- 12.2 Subject to clause 12.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
  - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 12.3
- (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
  - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 12.1.
  - (3) The vendor may give a settlement notice with a notice under this clause.
  - (4) For the purposes of this clause a deposit is not an instalment.
- 12.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 12.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
    - (a) sue the purchaser for specific performance; or
    - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
      - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
      - (ii) sue the purchaser for damages.
  - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
  - (3) The damages claimable by the vendor under clause 12.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
    - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and
    - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
    - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
  - (4) Any surplus money arising from a resale shall be retained by the vendor.
- 12.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
  - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 12.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 12.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 12.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

### 13.0 Non-merger

- 13.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
  - (2) settlement;
  - (3) the transfer of title to the property;
  - (4) delivery of the chattels (if any); or
  - (5) registration of the transfer of title to the property.

### 14.0 Goods and Services Tax

- 14.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
  - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
  - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
    - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
    - (b) any default GST;
  - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
  - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 5.8(1).
- 14.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.

- 14.3 (1) Without prejudice to the vendor's rights and remedies under clause 14.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 12.1.
- (3) The vendor may give a settlement notice under clause 12.1 with a notice under this clause.

### 15.0 Zero-rating

- 15.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 3 are correct at the date of this agreement and will remain correct at settlement.
- 15.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 3 are correct at the date of this agreement.
- 15.3 Where the particulars stated on the front page and in Schedule 3 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 15.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 3 or they have altered.
- 15.5 (1) If any of the particulars stated by the purchaser in Schedule 3:
- (a) are incomplete; or
  - (b) alter between the date of this agreement and settlement,
- the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
- (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.
- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 15.6 If
- (1) the particulars in Schedule 3 state that part of the property is being used as a principal place of residence at the date of this agreement; and
  - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 15.7 If
- (1) the particulars stated in Schedule 3 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
  - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 15.3 and 15.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 15.8 If the particulars stated on the front page and in Schedule 3 indicate in terms of clause 15.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 3 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) in the Memorandum of Contract; and
  - (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 15.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

### 16.0 Supply of a going concern

- 16.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
  - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
  - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
  - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 16.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 14.0 of this agreement shall apply.



**17.0 Limitation of liability**

- 17.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an “independent trustee” and clauses 17.2 and 17.3 will apply.
- 17.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 17.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee’s act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 17.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

**18.0 OIA Consent not required**

- 18.1 The purchaser warrants that the purchaser does not require OIA Consent or that the purchaser has obtained OIA Consent.

**19.0 Counterparts**

- 19.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 19.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.

**20.0 Agency**

- 20.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor’s agent according to an executed agency agreement.
- 20.2 The scope of the authority of the agent under clause 20.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser’s offer or counteroffer on the vendor’s behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.
- 20.3 The vendor shall be liable to pay the agent’s charges including GST in accordance with the executed agency agreement.

**21.0 Collection of sales information**

- 21.1 The agent may provide certain information relating to the sale to REINZ.
- 21.2 This information will be stored on a secure password protected network under REINZ’s control and may include (amongst other things) the sale price and the address of the property, but will not include the parties’ names or other personal information under the Privacy Act 2020.
- 21.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.
- 21.4 Despite the above, if REINZ does come to hold any of the vendor’s or purchaser’s personal information, that party has a right to access and correct that personal information by contacting REINZ at [info@reinz.co.nz](mailto:info@reinz.co.nz) or by post or telephone.

**22.0 COVID-19 / Pandemic Provisions**

- 22.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 22.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The settlement date will be the later of:
- (a) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
- (b) the settlement date as stated elsewhere in this agreement.
- (2) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 22.3 Clause 22.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 22.4 Neither party will have any claim against the other for a deferral of the settlement date under this clause 22.0.
- 22.5 For the purposes of this clause 22.0, “Pandemic” means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.

## FURTHER TERMS OF SALE

23.0 The Vendor and the Purchaser agree that the deposit payable under this Agreement will be lodged with the Public Trust, to be held on behalf of the Vendor and the Purchaser. The New Zealand Real Estate Trust is an independent third party trust account service provided by SafeKiwi (New Zealand) Limited. SafeKiwi (New Zealand) Limited acts as a stakeholder in respect of the deposits paid into New Zealand Real Estate Trust. Interest earned on the deposit whilst it is held by Public Trust is payable to SafeKiwi (New Zealand) Limited. Terms of use can be viewed at [www.realestatetrust.co.nz/termsfuse](http://www.realestatetrust.co.nz/termsfuse)

Auction Agreements - refer to 5.4 for release clauses to be added to Auction Agreements. This clause can NOT be used for Unit Title Properties



**SCHEDULE 3****(GST Information – see clause 15.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise, there is no need to complete it.

<b>Section 1 Vendor</b>	
1(a) The vendor's registration number (if already registered):	
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	Yes/No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
(iii) The supply of that part will be a taxable supply.	Yes/No
<b>Section 2 Purchaser</b>	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No
<b>If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)</b>	
2(c) The purchaser's details are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
2(d) The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No
<b>If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.</b>	
<b>Section 3 Nominee</b>	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
<b>If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.</b>	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

## BEFORE BIDDING AT THE AUCTION

- If you are the successful bidder or you sign this agreement before or after the auction, this sale will be legally binding on you.
- If you are the successful bidder, the auctioneer may sign the Memorandum of Contract on your behalf if you should fail or refuse to do so.
- It is recommended you seek professional advice before bidding, or if you sign this agreement before or after the auction, before signing. **You should always get legal advice before bidding at the auction and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 9, clause 10, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser bids at the auction or signs this Memorandum of Contract, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
  - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
  - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

### PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF BECOMING THE SUCCESSFUL BIDDER AT THE AUCTION.

#### MEMORANDUM OF CONTRACT

##### Date of Memorandum:

At, or prior to, or subsequent to, the auction (*delete as applicable*),

##### PURCHASER'S NAME:

and/or nominee ("the purchaser")

became the purchaser of the property by being the highest bidder, or by agreeing with the vendor to purchase the property.

The vendor agrees to sell and the purchaser agrees to purchase the property and chattels included in the sale for the purchase price stated below in accordance with the terms and conditions of this agreement.

##### Purchase price: \$

~~Plus GST (if any)~~ OR **Inclusive of GST** (if any).

If neither is deleted, the purchase price includes GST (if any).

**Deposit: \$** 10% deposit to be paid to Public Trust on account of New Zealand Real Estate Trust Account

##### Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' named on the front page or 'purchaser' named above, or
- they have authority to bind the party named as 'vendor' named on the front page or 'purchaser' named above.

##### WARNING (*This warning does not form part of this agreement*)

**Before signing**, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s) or Auctioneer:

Signature of Vendor(s) or Auctioneer:

Name:

**Director / Trustee / Authorised Signatory / Agent / Attorney \***

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

Name: Christopher Carl Robinson

**Director / Trustee / Authorised Signatory / Agent / Attorney \***

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

Name:

**Director / Trustee / Authorised Signatory / Agent / Attorney \***

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

Name:

**Director / Trustee / Authorised Signatory / Agent / Attorney \***

*Delete the options that do not apply*

*If no option is deleted, the signatory is signing in their personal capacity*

\* If this agreement is signed under:

- a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

*Signed by [full name of the donor] by his or her Attorney [attorney's signature].*

**PARTICULARS AND CONDITIONS OF SALE OF REAL ESTATE BY AUCTION****Address of Property:**

1/46 Ngataranga Road, Devonport, Auckland

**VENDOR:**

Christopher Carl Robinson

**Contact Details:**1/46 Ngataranga Road  
Auckland  
carl@oceanit.co.nz  
021 405 075Devonport  
0624**VENDOR'S LAWYERS:**

Firm: Chapman Jones Law Limited

Individual Acting: Alan Jones

Email: info@chapmanjones.co.nz

Contact Details: 11D Wynyard Street  
Devonport  
Auckland 0624  
Ph: 09 445 6225**Email Address for Service of Notices** (clause 3.4): info@chapmanjones.co.nz**PURCHASER:****Contact Details:****PURCHASER'S LAWYERS:**

Firm:

Individual Acting:

Email:

Contact Details:

**Email Address for Service of Notices** (clause 3.4):**Auctioneer:**

Apollo Auctions New Zealand Limited - Robert Tulp

Licensed Real Estate Agent listing property: New Zealand Property Limited

Manager: Mr Victor Cornaga

Salesperson: Stephen Hudson      stephen@home.co.nz      (0274 746 774)

Second Salesperson:

**Contact Details:**87 Croft Lane  
Riverhead, Coatesville Auckland 0751  
Ph: 09 272 3786      stephen@home.co.nz

Licensed Real Estate Agent under Real Estate Agents Act 2008

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# There's No Place Like Home

**Residential, Commercial, Developments, Lifestyle, Rural, Waterfront**