

Title obtained On - Date: 16 / 06 / 2025

**b) Estate Type:**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Freehold | <input type="checkbox"/> Stratum in Freehold  | <input type="checkbox"/> Cross-Lease (Freehold)  |
| <input type="checkbox"/> Leasehold           | <input type="checkbox"/> Stratum in Leasehold | <input type="checkbox"/> Cross-Lease (Leasehold) |

**c) Below is a list of typical instruments found on New Zealand land titles, each accompanied by a brief description. The Toner's will mark any instruments that are relevant to this property's Record of Title: Your Lawyer will search the Title for you in the Standard Sales & Purchase agreement.****i. ☐ Mortgages or Caveats:**

These should be cleared and removed from the Title on settlement (i.e. before you move in).

**ii. ☐ Subject to | Servient Tenement | Burdened Land:**

If an Interest begins with or includes these words, this land gives the benefit. If the wording includes the phrase 'In Gross', the benefit is usually given to a City Council or a supplier of services like water, sewage, and communications.

**iii. ☐ Appurtenant to | Dominant Tenement | Benefited Land:**

If an Interest begins with or includes these words, it is for the benefit of this land.

**iv. ☐ Legal | Crown Minerals | Acts of Parliament | Gazette Notices:**

These items imply Crown ownership applies or some legislative effect. We suggest you seek legal advice.

**v. ☐ Building Line Restriction (ancient measure from road):**

Even if noted, these now rarely apply and are generally replaced by conditions in the District Plan. Internal Building lines may still apply.

**vi. ☐ Resource Management Act 1991 (RMA):**

If the property was developed after 1991 there should be a reference to the RMA, which usually implies the development was consented under that Act.

**vii. ☒ Fencing Covenant | Fencing Provision | Fencing Agreement:**

A Covenant usually has a life of only 12 years or applies until the first purchaser sells it on (unless it involves Crown land). A Provision is usually like a Covenant. Fencing Agreements differ and are usually an arrangement between current owners and neighbours to do (or not do) something that expires when one party sells. If it is registered on the title its terms can pass on to and commit a new buyer to the agreement.

**viii. ☒ Land Covenant | Encumbrance:**

This will usually bind current and future owners to conditions such as construction style, fence height, position of buildings etc and is often very detailed. Buyers must be clear as to how these conditions might affect their future use of the property.

**ix. ☐ Consent Notice:**

Consent notices are usually issued by City Councils making certain stipulations about construction and land use. Its terms will probably bind current and future owners.

**x. ☐ Easements:**

These grant benefits or rights to cross land and usually refer to above ground or underground services and Rights of Way. Sometimes they refer to Party Walls.

**xi. ☐ Cross-lease Properties (see also 'e' on the next page) :**

We'll provide the Memorandum of Lease, if available, outlining occupation and use rules. Any special conditions can be explained by us or your lawyer. The Title includes a Flats Plan, which should be compared to the actual property. Consult your lawyer to understand this estate type and to verify the Flats Plan and Lease wording.

**d) District Plan: (Local Authority Plans/Intentions)**

We recommend buyers conduct their own District Plan enquiries and seek further information from the Council or a lawyer."

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**Zoning is Residential**

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**e) Cross-lease Title:** (If applicable)

Cross-lease properties are common and generally accepted by Insurers and Banks. If Improvements (extra buildings) have been added, it is important to note whether they are known to be Council compliant and whether written approval for them has been given by the neighbouring Lessees. It is important to note whether extra buildings or alterations have been added to the Flats Plan since it was drawn up. The Sales Consultant is to mark the relevant options below.

**i. This Flat:** (Tick the correct description)

☐ Has NO building changes ☐ Has SOME building changes

**ii. This Flat Plan:** (Tick the correct description)

☐ Appears to be ACCURATE ☐ Appears to be INACCURATE

**iii. If 'ii' above indicates an inaccurate Flats Plan, please describe why:**

**iv. Next door Flat(s):**

Does the neighbouring flat(s) appear on the Flats Plan? ☐ Yes ☐ No

**f) Unit Title:** (If applicable)

Purchasers will require a copy of a current Pre-Contract Disclosure Statement from the relevant Body Corporate before entering into a Sale and Purchase Agreement. Legal advice should be sought about this estate type.

**4. Subsequent Disclosures and Failed Offer Statement:**

This sub-section is to be maintained during the course of the listing by the Tall Poppy Sales Consultant.

**Purchasers please note:** If a previous offer has fallen through for a valid reason, such as bank concerns about the property rather than the client, or if there are other issues noted below, we strongly recommend getting your own reports or professional advice, including in a multi-offer situation.

- a)** If the Sales Consultant is aware or becomes aware during the course of the listing, that (under Arizto or any agency);
- i.** There has been an accepted offer on the property that did not progress to confirmation or settlement; or
  - ii.** That potential Purchaser(s) withdrew their interest or an offer on the basis of a report on the property; or
  - iii.** Potential Purchasers withdrew their offer due to being unable to arrange finance due to an issue with the property, not the Purchasers.

**The Sales Consultant will state this below and provide their understanding of the reason for the prior offer's failure/cancellation (if known):**

Offer 1 (if applicable): Withdrawn Reason: \_\_\_\_\_

Offer 2 (if applicable): Withdrawn Reason: \_\_\_\_\_

Offer 3 (if applicable): Withdrawn Reason: \_\_\_\_\_

- b)** If, during the course of the listing, the Sales Consultant is aware or becomes aware of additional/subsequent disclosures not made elsewhere in this document, they will note them here or in writing via email or SMS correspondence, via verbal communication, or on a supplementary page attached.

**Additional Disclosures (if applicable) :** \_\_\_\_\_ **Supplementary page attached?** ☐ Yes ☐ N/A

**Sales Consultant Declaration**

**Conflict of Interest:** The sales consultant is to disclose here any potential conflicts of interest, including financial gains for themselves or related parties from the sale of the property (excluding commission) :

**My REA License Number:** 10002810

**License Expiry Date:** 02/05/2026

**By signing below, the The Toner's confirm their opinions and information provided in Section 2 of this document is to the best of their knowledge:**

**Full Name:** Allan Toner

**Sign:**

AToner

**Date:** 18/06/2025