

Property Address: 9 Miller Avenue, Methven

Listing Salesperson: Sam and Andy Gorman

I/we as a potential purchaser(s) ("we" hereafter) of the above property hereby acknowledge that prior to entering into an agreement for sale and purchase of the above property, we have been advised by the vendor's agent that:

1. We have been supplied with a copy of the approved guides as laid out in s.133 of the Estate Agents Act 2008.
2. We were advised that neither the owner (or any other party associated with the owner) is a salesperson or an employee of the Agent or is a related to any such salesperson or employee.
3. We were advised that our solicitor will have obligations under the Anti-Money Laundering Act 2009 as well as possible OIA obligations under the Overseas Investment Act 2005 which may need to be discussed.

Prior to entering into the agreement, the following disclosures have been made and understood:

Relationship / Related Persons:

We acknowledge that we were advised that the provisions set out in s.134 and/or s.136 of the Real Estate Agents Act 2008 ~~DO~~**DO NOT** (circle one) apply (agent to advise further if needed)

Multi Offer Process:

We further acknowledge that if we are entering into the agreement and have been advised that there is one or more offers also being presented, the process of presenting these offers to the vendor has been outlined.

Further Disclosures:

We confirm that the specific information provided below has been acknowledged and we have had the opportunity to seek legal and/or technical advice on these and all matters:

Property Defects and Disclosures

- **Carport Disclosure**

The Vendors disclose that the carport at this property, as shown on the original consented plans, has been enclosed to create a hobby room. This work was carried out without the relevant building consent or permit and may constitute unpermitted works.

The Vendors will not be reinstating the carport prior to settlement. Purchasers are encouraged to seek their own independent legal and technical advice regarding the implications of this prior to entering into any agreement.

Due to the age and era of the Garage and Carport, the roof may require attention to resolve any leaks or moisture ingress.

- **EQC Claims**

There were two settled EQC Claims (**CLM/2010/129577 and CLM/2011/030005**) relating to the 2010 and 2011 Earthquakes, see attached Scope of Works).

For the sake of clarity, the cash settlement amount will not be credited to the purchaser, and any remaining work will not be completed by the vendors prior to settlement.

In relation to any damage caused to the property from the Canterbury earthquakes and aftershocks from and including 4 September 2010 until the date of this Agreement, the parties acknowledge that

- : • (a) The Vendor lodged a claim or claims with the Earthquake Commission (EQC Claim) in respect of the damage;
- (b) the Vendor received a cash payout under the EQC Claim for the damage to the Property, and the damage to the Property has not been repaired;
- (c) the Purchaser waives its right to make any claim whatsoever in relation to any damage that has been subject to the EQC Claim;
- (d) the Purchaser will not receive any credit in relation to the EQC on settlement;
- (e) the EQC claim will not be transferred to the Purchaser on settlement; and
- (f) The Purchaser has completed its own enquiries in relation to the condition of the Property and does not rely upon any representation or warranty from the Vendor or the Vendor's agent in relation thereto.

- **Log Burner**

The log burner is not compliant and expired in 2014 therefore cannot be used. A prospective purchaser may choose to obtain consent and install a new compliant log burner.

- **Possible Asbestos Presence**

The purchaser/s is/are advised that, based on the age, construction type, or materials used in the property, asbestos-containing materials may be present (carport cladding, meter board).

Properties constructed during certain periods may have incorporated materials that are now known to have contained asbestos. The potential presence of such materials does not necessarily indicate a defect or hazard; however, asbestos can present health risks if fibres become airborne through damage, deterioration, renovation, demolition, or other disturbance. Purchasers are advised to undertake their own due diligence and obtain any specialist advice, inspections, testing, or reports they consider necessary before proceeding with a purchase.

- **No other known disclosures relating to the property.**

Final Acknowledgement:

Arizto Limited as the Agent has provided all disclosures to the best of our knowledge through the instrument of the vendor. The eventual purchaser must be satisfied in their own judgement and acknowledge that they have had the opportunity to seek legal and/or technical advice as they see fit.