Harcourts Holmwood
my kind of people

Purchaser Acknowledgement

Prior to entry into Agreement for Sale & Purchase

I/We as prospective buyers of the property located at:

17 Conie Glen Lane Broomfield

BUYER ACKNOWLEDGEMENT AND DISCLOSURES
I\We hereby acknowledge the following;

1. I/We were advised of the Holmwood Real Estate Limited in-house complaints process. Refer https://www.holmwood.co.nz/privacy/
2. I/we were advised that we must provide proof to our solicitor of an IRD NZ tax number and NZ Bank account both in my/our name and our solicitor will require me/us to complete a Residential Land Statement for OIO Act approval.
3. I/We have been made aware of the following matters and I/we have been told to seek specialist advice if I/we have any concerns.
   (a) Any house built of monolithic cladding/Polystyrene/Triple S/Harditex with a plastered finish and typically building between 1990 and 2006 may be prone to weather tightness issues.
   (b) Asbestos is a common building material that may be present in houses.
   (c) Any house built in the 1970's–1980's may have Dux Quest plumbing systems.
   (d) That if the property is being purchased as a residential investment property (a rental) that I/we will need to undertake my/our own due diligence as to whether the property complies with all legislation especially but not limited to the Residential Tenancies Act 1986/Healthy Homes Standards/any possible Meth contamination.
   (e) I/We acknowledge that Holmwood/Sales Consultant may receive a Referral or Introduction fee (for example, but not limited to Mortgage Express/Insurance Express).
   (f) **AGENT TO TICK**: Related Party Transaction (section 134/136 of the REA 2008)
   do apply do not apply.

VIEWING THE PROPERTY

4. I/we were strongly advised to view the property prior to submitting any written offer. I/we hereby specifically acknowledge and confirm that by purchasing without viewing the said property I/we may not have seen all the features and all the property details, area, and locale and therefore may not have a full understanding of the subject property. I/we warrant and undertake that I am/we are not relying on any representation, warranty, description or statement made in any way whatsoever by Holmwood Real Estate Limited or the agent cannot guarantee that the property is fit for the intended use by me/us.
5. I/we will provide a copy of a valid form of photo identification (Passport or Drivers Licence) upon request.

CONSENTS

6. If the proposed purchaser is/is to be a Trust/Company then the person(s) signing this Authority hereby absolutely warrant and represent that they have the necessary authority of all Trustees/Directors to enter into this Authority and further represent that all Trustees/Directors have consented to this Authority. If not then any signatory herein agrees to be personally liable for any bidding or purchase.
7. I/we understand and acknowledge that before my/our lawyer can act on behalf of myself/us, they must complete customer due diligence (CDD) on me under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT). If my lawyer cannot complete customer due diligence on me/us and cannot act for me/us as a result, I/we may not be able to satisfy conditions under the agreement or settle the property purchase. This may result in me/us incurring liability to the vendor. understanding of the subject property. I/we warrant and undertake that I am/we are not relying on any representation, warranty, description or statement made in any way whatsoever by Holmwood Real Estate Limited or the agent cannot guarantee that the property is fit for the intended use by me/us.
8. I/we acknowledge that Harcourts Holmwood collects personal information about you so that we can perform our business activities and functions and to provide the best possible quality of customer service. I/we acknowledge that upon the property going unconditional, I/we will be contacted by our utility concierge service Movinghub

DISCLOSURES

Oral or Written Disclosures I/We acknowledge that the following matters/documents/disclosure of facts (if any) were specifically disclosed to us during the sale and marketing period and prior to signing this Authority.

Unconsented Bathroom

The Vendor agrees, at the Vendor ' s sole cost, to obtain the necessary retrospective approval from the relevant authority in respect of the existing bathroom located within the dwelling prior to Settlement.
Such approval shall be by way of a Code Compliance Certificate, Certificate of Acceptance, or other approval/documentation acceptable to the relevant authority, confirming the bathroom is lawfully established.
The Vendor shall provide the Purchaser with a copy of the relevant approval prior to Settlement.

Freestanding Buildings and Unconsented Works

The Purchaser acknowledges that there are two freestanding office/hobby buildings with associated decking at the rear of the property. The Purchaser has been advised that the buildings and decking may exceed permitted site coverage and are located towards the rear boundary and may not comply with applicable setback requirements.
One building contains unconsented plumbing, bathroom and toilet facilities. The electrical work has been undertaken by an appropriately qualified tradesperson and relevant electrical code of compliance and builders memorandum documentation is included in the Information Pack. The Purchaser acknowledges that the electrical code of compliance and builder's memorandum documentation does not constitute building consent or confirmation of compliance.

The Purchaser accepts the buildings, decking and associated works on an " as is, where is " basis and acknowledges that they may be required to be modified, relocated or removed to achieve compliance.

The Vendor has advised that they are prepared to remove the buildings and/or decking prior to Settlement if

BUYER CONSENTS & ACKNOWLEDGEMENT

I/we as the buyer HEREBY AGREE that we have read, understood, and accepted these Terms, Conditions, and Disclosures and further acknowledge that at the time I/we entered into this Sale and Purchase Agreement did so freely and voluntarily, without any pressure, undue influence or duress, and acknowledge we were recommended to obtain legal advice and offered the right of other technical/specialist advice of our choice before entering into the same.

BUYER'S EXECUTION AND AUTHORISATION

Buyer's Name: _____ Signature: _____ Date: _____

Email: _____ Phone: _____

Buyer's Name: _____ Signature: _____ Date: _____

Email: _____ Phone: _____