

# Acknowledgement by Purchaser Prior to Entry into Sales Contract

Property Address: \_\_\_\_\_

I/We as prospective purchaser: \_\_\_\_\_

## ACKNOWLEDGEMENTS

I/we as Purchaser(s) ("we" hereafter) of the above property hereby acknowledge that prior to entering into and signing this Contract that:

1. I/we were given a copy of the REA Approved Guide and advised that we may have to provide proof to our solicitor of a NZ IRD Tax no. and NZ bank account in my/our name and advised of Gold Real Estate Group Limited's in-house complaints process, and
2. I/we were advised that our solicitor will have AML obligations under the Anti-Money Laundering Act 2009 as well as possibly OIA obligations under the Overseas Investment Act 2005 which we agree we will discuss with him/her and that we have been specifically advised to seek any necessary specialist legal, taxation, or valuation advice, and
3. If I/we have been advised of any of the following matters then I/we acknowledge we have been recommended to seek specific legal advice or any technical, or specialist advice of our choice concerning:
  - (a) Any house built between 1990's – 2006's which may be prone to weather tightness issues, or built with monolithic cladding eg. Polystyrene, / Triple S, / Harditex / Hardiplank
  - (b) Asbestos which maybe a common building material that may be present in some houses.
  - (c) Any house built in the 1970's – 1980's which may be prone to Dux Quest plumbing materials or systems.
  - (d) If the property is being purchased for use as a residential investment property that I/we will need to undertake my/our own due diligence as to whether the property complies with all relevant legislation especially but not limited to the Residential Tenancies Act 1986 / Residential Tenancies (Healthy Homes Standards) Regulations 2019 / and / or any possible Meth contamination / necessity for testing, and
4. I/we acknowledge that the property being purchased may not be weather tight and could be affected by moisture or water build up, or penetration of external moisture or water. I/we acknowledge that we have been recommended to seek specific technical or specialist advice in relation to these areas.
5. I/we acknowledge that I/we have been advised to access the online property file/property information pack and to ensure we are aware of and taken advice concerning all of the information contained therein.
6. I/We have obtained all necessary authorisations (including under privacy law) to allow the Licensee Agent's collection, storage, use and disclosure of information outlined in Harcourts' Privacy Policy (including information about an identifiable individual (Personal Information) pertaining to the Agreement for Sale and Purchase of the Property, upon the agreement becoming unconditional, for the purposes of:
  - i. providing information about the products and services of the Licensee Agent and to other third parties with whom the Licensee Agent has business partner relationships;
  - ii. obtaining your feedback on customer experience;
  - iii. conducting the Licensee Agent's marketing and promotional activities;
  - iv. generating and publishing sales and other reports (whether generated by the Licensee Agent, REINZ or by any third party accessing such information); and
  - v. any related purposes.

\_\_\_\_\_ [Purchasers initials]

**VIEWING THE PROPERTY**

I/we were strongly advised to view the property prior to submitting any written offer, or before bidding at any auction. 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 Gold Real Estate Group Limited or the agent cannot guarantee that the property is fit for the intended use by me/us.

**DISCLOSURES**

**RELATED PARTY TRANSACTION - SECTION 136**

We acknowledge that if the owner of the property is a Sales Consultant or Employee of Gold Real Estate Group Limited, or a person related to them, that this has been disclosed to us.

**MULTI-OFFER**

We further acknowledge that if we are entering into a multiple offer situation for the purchase of the property that we were advised of the process and that the owner has sole discretion as to any continued negotiation or acceptance.

**FURTHER DISCLOSURES**

We confirm and acknowledge that the following statements, matters, or documents were specifically stated to us or disclosed to us during the sale and marketing process and prior to entering into and signing this Contract.

**FINAL ACKNOWLEDGEMENT**

We further acknowledge that at the time of entry into this contract we did so freely and voluntarily, without any pressure, undue influence or duress, and that we understood the contract terms and conditions. We were recommended to obtain legal advice and any technical, or specialist taxation or valuation advice of our choice prior to entering into this contract and if we did not do so we acknowledge we were strongly advised to obtain such legal advice and any technical, or specialist taxation or valuation advice of our choice and we elected not to obtain the same before entering into this contract, notwithstanding the recommendations provided by Gold Real Estate Group Limited.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_