

# SELLER'S DISCLOSURE STATEMENT

Seller's Name ..... ("The Seller")

Address: ..... Post Code:.....

Tel: ..... Fax: ..... Mobile: ..... Email: .....

Name and Address of Licenced Real Estate Agent and Business Agent: .....

.....

.....

..... ("The Agent")

..... ("The Property")

YES  NO  UNKNOWN

**Question 1 through 15 are a reflection of the representations and warranties that the Seller makes to a Buyer in a contract for the sale of all land or strata title pursuant to the 2009 General Conditions**

1. Are there any demands, orders, requisitions or requirements of any Authority relating to or proposed to the Property, including sewer connections, swimming pool safety barriers, residual current devices ("RCDs") or smoke alarms? **[9.1(a)(1)]**  
Details .....
2. Are there any proposals for the re-alignment, widening, or alteration of the level of any road adjoining the Land by any Authority that would materially affect the Land or the use of the Land? **[9.1(a)(2)]**  
Details .....
3. Is there any money owing to any Authority in respect of works performed or to be performed or any expenses incurred by any Authority in respect of the Land? **[9.1(a)(3)]**  
Details .....
4. Excluding strata lots, are there any sewers, drains, pipes cables or other installations passing through the Land providing services to other land? **[9.1(a)(4)]**  
Details .....
5. Is there any outstanding or impending notice, demand, or liability to join in or contribute to the construction or repair of a dividing fence between the Land and any adjoining land under the Dividing Fences Act 1961 or otherwise? **[9.1(a)(5)]**
6. Is there any encroachment onto the Land by a building or other structure from the adjoining land? **[9.1(a)(6)]**
7. Does a building or structure on the Land encroach on adjoining land? **[9.1(b)]**
8. Are each dividing fence and boundary wall on the boundary of the Land? **[9.1(c)]**
9. Do you have good title to the chattels included in the sale, and will you at settlement be the sole owner free from any encumbrance? If not, these need to be stated in the contract for the sale of the Land. **[9.1(d)]**  
Details .....
10. Is there any reason why the Property won't be in the same state and condition at settlement? **[9.1(e)]**  
Details .....
11. Are there any public rights of way or easements that have been acquired by enjoyment or use? **[9.1(f)]**
12. Has anyone made a claim by way of adverse possession? **[9.1(f)]**
13. Are there any mining leases or licences in respect of the Land? **[9.1(f)]**
14. Have you received a notice of any resumption or intended resumption of the Property, or any part of the Property by any authority? **[9.2(a)]**
15. Is the use of the Property lawful? **[9.2(b)]**

**The following are other questions often asked about a property.**

16. (a) Is there a bore on the property?  
(b) Is it in working order?  
(c) Is it shared with a neighbour?  
(d) If shared with a neighbour, is there a written agreement about running costs?  
(e) If more than one bore, then give details.
17. (a) Is the sewage from the Property connected to a Water Corporation sewer?

**These disclosures by the Seller are correct as at the date of signing**

Dated .....

Seller's Signature ..... Seller's Signature .....

**OPTIONAL**

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**Warning- The Buyer may rely upon these disclosures made by the Seller in any action against the Seller if any of the disclosures are incorrect or misleading.**

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YES NO UNKNOWN

- If the answer is NO, then
- (b) Does a Water Corporation sewer pass the Property?
  - (c) Have you received a notice requiring the sewage from the Property to be connected to a Water Corporation Sewer.
18. Is there any septic system connected to the dwelling(s)/building(s)?
- If the answer is NO then-
- (a) Are there any disused septic tanks underground?
  - (b) Have the septic tanks being decommissioned (removed or bases broken up and backfilled)?
19. Is there a swimming pool or outside spa ("Swimming Pool")?
- If the answer is NO, then-
- (a) has any Swimming Pool been filled in?
- If there is a Swimming Pool
- (b) Is the cleaning and filtration equipment included in the sale price of the Property?
  - (c) Is the cleaning and filtration equipment in good working order?
  - (d) Do the safety barriers comply with current legal requirements?
20. (a) All light fitting, fixed floor coverings and window treatments will be included in the purchase price of the Property together with but not limited to items that are nailed, screwed or otherwise fixed e.g. mirrors, shelves, dishwasher, ceiling fans, or built-in furniture. (garden sheds and television aerials are generally included in the purchase price)
- (b) Are there any such items not included in the purchase price? For example a leased alarm system)
  - (c) If so, give details of items not included .....
  - .....
  - .....
21. (a) Is there or has there been a termite/ timber pest problem on the Property during the last five years?
- Details .....
- (b) When was the Property last inspected for termites/timber pests?
  - Details .....
22. Are there any locks that do not have keys? e.g window locks or doors
- Details .....
23. Are there any tenancies, licences, occupancies, or leases which affect the Property?
- Details .....
- 24. Are there any known structural defects in the Property?
  - Details .....
  - 25. (a) During the term of the Seller's ownership have all the buildings, improvements and fences been constructed in accordance with, and with approval of all relevant authorities?
  - If NO then Details .....
  - (b) During the term of the Seller's ownership have you or any other person caused to be made any additions or alterations to the Property or connections or installations in relation to water, sewage, gas, or electricity supplies?
  - Details .....
  - 26. Are there any leases, licences, rights of way, interests, estates, easements, mortgages, encumbrances, restrictive covenants or claims affecting the Property and not referred to in the certificate of title?
  - Details .....
  - 27. Are there any soil or drainage defects in the Property?
  - 28. Are there any prohibitions or restrictions on the use of the Property by virtue of statue, proclamation or by-law, development order or planning scheme? e.g. special zoning, heritage.
  - 29. Are there any hazardous substances (including but not limited to, asbestos or lead based paints) in or about the Property?
  - Details .....
  - 30. (a) If a building licence was issued to a Registered Builder after 1 February 1997 for any works on the property, and the cost of the works was in excess of \$20,000.00 has the statutory Home Indemnity insurance been effected by the builder?

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YES NO UNKNOWN

(b) Provide details:
Builder
Insurer
Policy Number

31. Does the Property have insulation? If so, what sort and where?
Details

32. Does the Property have air-conditioning? If so, what sort and where?
Details

The following questions 33 to 50 relate to the sale of a Strata property only. These questions are a reflection of the representations and warranties that the Seller makes to a Buyer in a contract for the sale of all Strata property pursuant to condition 10.2 of the 2009 General Conditions.

33. Has the Seller paid:
(a) each Strata Contribution levied by the Strata Company in respect of the Strata Lot?
If not, then give details

(b) all other money due to the Strata Company in respect of the Strata Lot?

(c) all interest due to the Strata Company on any such money?

34. Has an administrator been appointed for the Strata Company?

35. Do you know of anything which will materially affect the Buyer's use or enjoyment of the Strata Lot or of the common property comprised in the Strata Scheme?
If yes then give details

36. Do you know of any proposal or application to terminate the Strata Scheme?

37. Is there a current, proposed or pending proceeding or application or unsatisfied orders or judgement in relation to the Strata Scheme, Strata Company, or Strata Lot in a court or tribunal?

38. Is there any judgment or order of a court, tribunal or a strata title referee in respect to the Strata Company, Strata Scheme, or Strata Lot which has not been satisfied or complied with?

39. Is there any money owing to the Strata Company for work carried out by the Strata Company in relation to the Strata Lot?

40. (a) Is there any proposed change to the by-laws of the Strata Company other than changes recorded on the Strata Plan?

(b) Other than changes recorded on the Strata Plan are there any changes to the Strata Company by-laws that have been voted on by the Strata Company or ordered by a court or tribunal?
Details

41. Do you know of any action taken or any proposal to:

(a) vary the schedule of unit entitlement recorded on the Strata Plan; or

(b) grant, vary or surrender any easement or restrictive covenant affecting the Strata Lot or any other part of the parcel; or

(c) transfer, lease, licence or resume any part of the Strata Lot or the common property; or

(d) obtain or take a lease of land outside the parcel; or

(e) vary or surrender a lease of land outside the parcel; or

(f) obtain an expenditure approval under section 47(3) of the Strata Titles Act?

42. Do you know of any proposal by the Strata Company to pass any resolution which will adversely affect the use and enjoyment by the buyer of the Strata Lot or of the common property or increase the outgoings in respect to the Strata Lot?
Details

43. Are you aware of any fact or circumstance which may result in court proceedings; or proceedings before a Court or Tribunal, being instituted against the registered proprietor of the Strata Lot in respect to any matter relating to the common property; the Strata Lot; or any action or liability?

44. Can residents keep pets on the Strata Lot?

Details

45. (a) Is there a strata company bank account?

(b) The balance of the strata company bank account is \$..... on / /

46. What are the Strata levies

(a) Regular Strata Contribution \$ ..... frequency .....

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(b) Special Strata Contribution \$ ..... frequency .....

(c) Special Strata Contributions passed but not yet payable
Details .....

(d) Is the Strata Company considering any works that will result in an additional levy?
Details .....

47. Does the Lot have its own

- (a) water meter
(b) electricity meter
(c) hot water system (i.e. not shared)
(d) parking

Details .....

48. Does any person other than lot owners have access and usage rights to the common property. For example swimming pool, tennis courts.

Details .....

49. Is there a caretaker? Details

50. Visitor Parking

(a) Is there visitor parking?
Details .....

(b) Do lot owners have access to visitor parking?
Details .....

(c) how long can visitor parking be used by lot owners and/or visitors?
Details .....

Owner Builder Questions

51. (a) Was the property or any alterations or additions to the property "owner-built" within the three (3) years preceding the proposed date of the contract to sell? (where an owner builder is a person who is not a registered builder and has been issued a Local Authority building licence to build a building, usually a dwelling, for him/herself)

(b) If the answer is "YES" then -

(i) Was the building constructed pursuant to an "owner-builder" building licence issued to you pursuant to the Builders' Registration Act 1939?

(ii) Have you obtained the permission of the Minister of Consumer and Employment Protection to sell or otherwise dispose, within three years of the date of the building licence, the land on which the building was constructed?

(c) Was the property owner-built or the building licence issued after 1 February 1997 and within the preceding seven (7) years of the proposed date of the contract?

(d) If the answer is "YES" then -

(i) Has the "owner-builder" taken out a policy of insurance that complies with the Home Building Contracts Act 1991 as amended in relation to the residential work?

(ii) The "owner-builder" must give you, or if you are the 'owner-builder' then you must furnish the Buyer of the Property with a valid Home Indemnity insurance certificate, that evidences the taking out of that policy, when entering into a contract to sell or otherwise disposing of the dwelling constructed by the "owner-builder" or the land on which the dwelling is constructed. Do you have this certificate?

Smoke Alarms

52. Does the Property have hard wired smoke alarms?

Residual Current Devices (RCDs)

53. Does the Property have two residual current devices?

54. If the Property is a Strata Lot, then does the Common Property have an RCD?

Working Order

55. Is the Seller aware of anything on the Land that is not in working order?

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