

# Residential Sale and Purchase Agreement (Private Use – NZ)

## 1. Agreement Details

Date of Agreement: \_\_\_\_\_  
Seller (Full Name/s): \_\_\_\_\_  
Buyer (Full Name/s): \_\_\_\_\_  
Address of Property: \_\_\_\_\_  
Legal Description (if known): \_\_\_\_\_  
Title Reference (if known): \_\_\_\_\_

## 2. Price and Payment

Purchase Price: \$ \_\_\_\_\_  
Deposit: \$ \_\_\_\_\_ (Payable on signing to the Seller or a nominated solicitor's trust account. This is p  
Balance of Price: \$ \_\_\_\_\_ (To be paid on the settlement date in cleared funds.)  
GST Treatment: (tick one)  
☐ Price includes GST   ☐ GST to be added (if any)   ☐ Not applicable (private sale)

## 3. Possession and Settlement

Settlement Date: \_\_\_\_\_  
Vacant Possession or Tenanted:  
☐ Vacant possession to be provided  
☐ Sold subject to tenancy (attach tenancy details)

## 4. Chattels Included in the Sale

(List items such as appliances, curtains, heat pumps, etc.)  
\_\_\_\_\_

## 5. Conditions of this Agreement

This agreement is subject to the following conditions being satisfied on or before the specified dates:

Finance: ☐ Conditional on finance by: \_\_\_\_\_  
Building Report: ☐ Conditional on building inspection by: \_\_\_\_\_  
LIM Report: ☐ Conditional on LIM by: \_\_\_\_\_  
Overseas Investment Consent: ☐ Conditional on consent by: \_\_\_\_\_  
Other Conditions: ☐ \_\_\_\_\_

If a condition is not satisfied or waived by its deadline, either party may cancel the agreement with written notice.

## 6. Warranties by the Seller

The seller confirms they have authority to sell the property, that there are no undisclosed legal or council issues, and

## 7. Risk and Insurance

The seller is responsible for the property until settlement.  
If the property is damaged before settlement and not fully repaired:  
- If uninhabitable: the buyer may cancel or reduce the price.  
- If minor damage: compensation or adjustment applies.

## 8. Default by Either Party

If the buyer fails to settle on time, the seller may charge interest, issue notice, cancel the agreement, and retain the  
If the seller fails to settle, the buyer may issue notice, cancel, and reclaim the deposit with interest and damages.

## 9. Disputes and Compensation

Disputes must be notified before settlement.  
Parties agree to resolve in good faith, or through mediation/legal means.  
A disputed compensation amount may be held in trust pending resolution.

## 10. Notices

All notices must be in writing and can be delivered by hand, email, courier, or post.  
A notice is effective when received or acknowledged.

## 11. Title and Boundaries

The seller confirms the title is clear unless stated otherwise.  
The buyer may inspect the property before settlement.  
Structures on unit/cross lease titles must be properly consented.

## 12. Outgoings and Apportionments

Seller pays all rates and charges up to settlement.  
Ongoing amounts are apportioned fairly between parties.

## 13. Non-Merger

Obligations in this agreement remain enforceable after settlement unless fulfilled or waived.

## 14. Real Estate Agents

If a licensed agent is involved, the seller agrees to pay commission. (If not, strike this clause)

## 15. Entire Agreement

This is the full agreement. No other promises or agreements apply unless written here.

## 16. Signatures and Execution

Signed by the Seller(s):

Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____

Signed by the Buyer(s):

Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____

## Optional Attachments

☐ LIM Report   ☐ Title documents   ☐ Building Inspection   ☐ Tenancy Agreement  
☐ Chattels list   ☐ Additional clauses