

# NAJIB

LISTING AUTHORITY



## CLIENT AND PROPERTY INFORMATION

### LISTING AUTHORITY

I hereby appoint \_\_\_\_\_ trading as Najib Real Estate - Licensed Agent, Real Estate Agents Act 2008, my Agent for the sale/lease of the property described herein, on the terms and conditions as stated below.

#### AGENCY

##### SOLE AGENCY:

The Client appoints the Agent as sole agent. The agency commences on \_\_\_\_\_ ('Commencement Date') and continues until midnight on \_\_\_\_\_; or, if no end date is provided, 90 days from commencement date.

The Sole agency may be terminated by the Client, by written notice to the Agent by 5pm on the first working day after the day on which a copy of this agreement is given to the client.

**Note:** Any party to a sole agency agreement that relates to residential property and is for a longer than 90 days may, at any time after the expiry of the period of 90 days after the agreement is signed, cancel the agreement by written notice to the other party or parties.

##### OR

##### GENERAL AGENCY:

The client appoints the Agent. The agency commences on \_\_\_\_\_ and continues until midnight on \_\_\_\_\_ unless cancelled prior by either party given seven (7) days' written notice to the other party; or if no end date is provided, until cancelled by either party by giving (7) days' written notice to the other party.

Delete one of the following

I have not appointed any other Real Estate Agent to sell this property.

I have appointed the following:

as Agents prior to this authority and I acknowledge that I have been advised of the need to cancel such appointments for the reason that if a sale is effected by or through the instrumentality of any other Real Estate Agent, I may be liable for more than one fee or damages.

SIGNATURE OF SELLER(S)

#### AUCTION AUTHORITY

I hereby instruct and direct you to offer the property described herein for sale by Public Auction subject to a reserve price to be notified by me in writing prior to being offered for sale. This shall be an exclusive and irrevocable agency from the commencement date noted below until midnight on the expiry date noted below. The agency evidenced by this agreement shall otherwise be on the terms and conditions (including those relating to payment of fees) set out in the Exclusive & Sole Agency Authority section below. If the property is sold at auction I authorise you to sign on my behalf the agreement which forms part of your standard Particulars and Conditions of Sale by Auction. Upon the expiry of the term of the Auction Authority, this agency appointment shall continue on General Authority terms noted below.

COMMENCEMENT DATE

EXPIRY DATE OF AUCTION AUTHORITY (2 MONTHS AFTER AUCTION DATE)

AUCTION DATE

AUCTION TIME (AM/PM)

ON SITE

IN ROOMS

SIGNATURE OF SELLER(S)

**TENDER AUTHORITY**

I hereby instruct and direct you to offer the property described herein for sale by Public Tender. This shall be an exclusive and irrevocable agency from the commencement date noted below until midnight on the expiry dated noted below. The agency evidenced by this agreement shall otherwise be on the terms and conditions (including those relating to payment of fees) set out in the Exclusive & Sole Agency Authority section below. The conditions of offering for sale by Tender shall be contained in your standard Particulars & Conditions of Sale by Tender. Upon the expiry of the term of this Tender Authority, this agency appointment shall continue on General Authority terms noted below.

COMMENCEMENT DATE	EXPIRY DATE OF TENDER AUTHORITY (2 MONTHS AFTER AUCTION DATE)
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TENDER CLOSES ON (DATE / AT TIME)

ADDRESS

SIGNATURE OF SELLER(S)

**COMMISSION AND EXPENSES**

PAYMENT OF COMMISSION:

The client must pay the agent the commission, on the terms set out in the agreement, if;

- in the case of a sole agency, the client enters into an agreement to sell or exchange the Property (or part of it) at any time during the term of the agency and the agreement is or becomes unconditional (whether during or after the term of the agency); or
- in the case of general agency, the Client enters into an agreement to sell or exchange the Property (or part of it) at anytime during the term of the agency, through the instrumentality of the Agent or to a purchaser introduced by the Agent and the agreement is or becomes unconditional (whether during or after the term of the agency); or
- in the case of either a sole or general agency, the Client enters into a private agreement to sell or exchange the Property (or part of it) within a period of 6 months following the date of expiry, cancellation or termination of the agency, through the instrumentality of the Agent or to a purchaser introduced by the agent and the agreement is or becomes unconditional (whether during or after the 6 months period). In this subclause 'private agreement' means any agreement to sell or exchange the property (or part of it) in the absence of any effective agency agreement between the Client and a real estate agent holding a license under the Real Estate Act 2008.

**SCHEDULE OF FEES**

The commission is calculated as follows:

Calculated on the purchase price shown on the contract. Firstly a fee of \$550 plus gst, secondly on the first \$400,000 of the purchase price 3.95%, thirdly on the balance of purchase price 2%, with a minimum commission of \$6000 plus GST, fourthly in the case of leasehold property, a further one third of the total fee. I further agree to pay any Goods and Services Tax applicable. I hereby authorise you to retain your fees plus GST from the deposit, if received by you. If a deposit is not received by you, I hereby agree to pay your fees plus GST herein referred to, upon request.

BASED ON A SALE PRICE OF \$	THE COMMISSION WOULD BE \$ (PLUS GST)
SELLER'S EXPECTED SALE PRICE \$	APPRAISED SALE PRICE \$

**SELLER'S WARRANTIES**

I warrant that the listing details of the property as set out herein are a fair and accurate description of the property, and that:

- I have not given consent to a neighbour in respect of any work proposed by that neighbour.
- I have not completed any non-consented works on this property.
- There are no Council requisitions within my knowledge affecting this property.
- I am not aware of any defect in the property that would affect its weather tightness, habitability or durability.
- I have not withheld any material information known to me relating to the property.

INITIALS

**REFERRALS**

I agree that you may receive a commission from the provider of any related service (for example, but not limited to: Mortgage Express/Insurance Express) in the event of a referral.

INITIALS

**APPROVED GUIDES**

I acknowledge receipt of the Approved Guide

INITIALS

## DEPOSIT

The client agrees:

- The Agent is entitled to receive a deposit on the Client's behalf;
- The Agent is entitled to deduct its commission and expenses from the deposit; and
- If the deposit is not received by the Agent, the Client will immediately pay the Agent the commission and expenses as set out in an invoice submitted to the Client.
- That the escrow service provided by New Zealand Real Estate Trust and the Public Trust will be used for payment, holding and disbursement of the deposit payable under this Agreement.
- The Client will be bound by the Terms of Use located on website <https://www.realestatetrust.co.nz>
- The Client agrees that the Agent will be entitled to be paid its commission and expenses directly from the deposit held in Public Trust O/a New Zealand Real Estate Trust as soon as such deposit may under the terms of the relevant Sale and Purchase Agreement be released from New Zealand Real Estate Trust.

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INITIALS

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## CONFIDENTIALITY

- The parties shall not disclose or permit to be disclosed to any third party any information contained in this agreement that is not already in the public domain, other than in accordance with this agreement.
- The Client acknowledges that disclosure of the Client's confidential personal information is permitted if the disclosure is consistent with the Information Privacy Principles in section 6 of the Privacy Act 1993.

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INITIALS

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## SIGNATURES REQUIRED BY CLIENTS

The person signing this form on behalf of the Client confirms that if not the sole owner of the Property, he or she has the authority of all owners to sign this agreement on their behalf. The Client warrants and certifies that the information contained in the Property Description Sheet is correct in all respects, not misleading by omission and that the Property is not subject to any:

- Defects
- Hazards or
- Requisitions or notices from any council or other territorial local authority, other than those disclosed in the Property Description Sheet.

The Client (and if more than one, jointly or severally) indemnifies the Agent, the Licensees and any of its employees, Agents or contractors against losses, damages, claims or other liability arising from the use of that information should that Property Description Sheet be incorrect or misleading. The Client consents to the Agent providing the purchaser or potential purchaser of the Property with information that the Agent or the Licensees become aware of at any time during the term of the agency:

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INITIALS

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## FURTHER INFORMATION

Further information on agency agreements and contractual documents is available from the Real Estate Agents Authority [www.reaa.govt.nz](http://www.reaa.govt.nz)

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INITIALS

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## FURTHER ADVICE

- We further acknowledge that at the time we entered into this Agency we did so freely and voluntarily, without any undue influence or duress, and we were offered the right of legal advice.
- We further acknowledge that there is a "cooling off" period which we can exercise until 5.00pm on the next working day following the day of execution of the Agency by us and we have been advised that a working day is any day that is not a Saturday, Sunday or a statutory or public holiday.
- We were told that we may change our mind about listing this property with the Real Estate Agent during a "cooling off" period, and if we do change our mind we must notify the Real Estate Agent by fax or email by 5.00pm on the first working day after the date on which we were given a copy of the Agency and the Approved Guide.

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INITIAL

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## COMPLAINTS

Clients and customers may access the Real Estate Agents Authority complaints process without first using the Chick Real Estate complaints process. Any use of Najib Real Estate complaints process does not preclude a complaint to the Authority.

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INITIALS

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## MARKETING

After listing with Najib Real Estate we will undertake the following marketing of your property:

Refer attached marketing form and/or individual marketing program.

I authorise and instruct you to spend up to the sum of \$ \_\_\_\_\_ including GST on advertising, flagging and promoting the property on my behalf. This amount is payable prior to commencement of the promotional programme and is not conditional on the sale being effected. I further agree to reimburse you forthwith for such amounts. I/We agree any unspent monies will be refunded.

We have explained to you that you are not obliged to agree to these expenses.

### Agent's statement relating to rebates, discounts, and commissions – Section 128, Real Estate Agents Act 2008

Note: This form must be included in every agency agreement.

- I, the Agent, confirm that, in relation to any expenses for or in connection with any Real Estate agency work carried out by me for the Client(s) in connection with the transaction covered by this agency agreement –  
**(a)** I will not receive, and am not entitled to receive any rebates, discounts or commissions.  
**(b)** I will receive, or am entitled to receive the rebates, discounts, and commissions specified below.  
\*Select the paragraph that applies.
- Omit this paragraph if you selected paragraph **1 (a)** above.  
If you selected paragraph **1 (b)** above, provide the specified details for each rebate, discount, or commission. Estimates must be clearly marked as such.

EXPENSES TO BE INCURRED	PROVIDER OF REBATE, DISCOUNT OR COMMISSION	AMOUNT OF REBATE, DISCOUNT, OR COMMISSION \$ (INCLUDING GST)

**Note:** Expenses means any sum or reimbursement for expenses or charges incurred in connection with services provided by an Agent in the capacity of Agent.

I warrant that I have the authority of all Owners of this property to sign this Agency appointment. I have read, understood and agreed to the above terms. I am aware that I can, and may need to, seek legal, technical or other advice and information, and have had a reasonable opportunity to do so. I acknowledge that a duplicate of this agreement was left with me at signatures. I agree that you may disclose the listing and sale details of this property for the legitimate conduct of your Real Estate agency business.

SIGNATURE OF SELLER(S)	DATE
SIGNED ON BEHALF OF AGENT	DATE

## PROPERTY INFORMATION

LISTING NO.	KEY LOCATION	ALARM CODE
PROPERTY ADDRESS		POSTCODE

### SELLER DETAILS

SURNAME(S)		FIRST NAME(S)
PHYSICAL ADDRESS		POSTCODE
POSTAL ADDRESS		POSTCODE
HOME	MOBILE	BUSINESS
FAX	EMAIL	COMPANY/TRUST
OTHER DETAILS		

### LEGAL DETAILS

LEGAL DESCRIPTION		
CAP V \$	LV \$	VI \$
COUNCIL		CERTIFICATE OF TITLE
CV DATE	COUNCIL ZONING	BODY CORP FEE \$

TENURE FREEHOLD LEASEHOLD	UNIT	CROSS-LEASES	CROSS-LEASES
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AREA DWELLING M <sup>2</sup>	LAND M <sup>2</sup>	APPROX YEAR BUILT (E.G 1970)
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RATES WATER \$	REGIONAL \$	OTHER \$	TOTAL \$
LEASEHOLD	GROUND RENT	REVIEW DATE	

LESSOR

### LEGAL COMPANY

REPRESENTATIVE	PHONE
ADDRESS	
EMAIL	MOBILE

## TENANT DETAILS

SURNAME(S)		FIRST NAME(S)	
RENT \$	BOND \$	START DATE	EXPIRY DATE
FIXED OR PERIODIC		TERM AND OPTIONS	
HOME	WORK	MOBILE	
EMAIL			

REMARKS / VIEWING ARRANGEMENTS

### MANAGEMENT AGENT

REPRESENTATIVE	FIRM
ADDRESS	
WORK PHONE	MOBILE

# PROPERTY FEATURES AND INFORMATION

## CHATELS

- BLINDS
- BURGULAR ALARM
- CURTAINS
- DISHWASHER
- DRAPES
- EXTRACTOR FAN
- FIXED FLOOR COVERINGS
- GARDEN SHED
- GARAGE DOOR OPENER\_\_
- HOUSEHOLD KEYS
- HEATED TOWEL RAIL
- LIGHT FITTINGS
- POOL ACCESSORIES
- RANGEHOOD
- STOVE
- TELEPHONE
- TV AERIAL
- WASTE DISPOSAL UNIT
- COOKTOP / OVEN
- CENTRAL VAC SYSTEM

## OTHER CHATELS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXCLUDED CHATELS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## OTHER ROOMS

- DOUBLE BEDROOMS\_\_\_\_\_
- SINGLE BEDROOMS\_\_\_\_\_
- FAMILY ROOM
- RUMPUS
- STUDY
- SUNROOM
- ATTIC
- BASEMENT
- SLEEP OUT
- WORKSHOP
- CONSERVATORY
- SEPARATE LAUNDRY

## FLOORING

- CARPET
- FLOATING
- PARQUET
- POLISHED
- TILES
- TIMBER
- OTHER\_\_\_\_\_

## HOT WATER

- ELECTRIC
- GAS
- SOLAR
- OTHER

## HEATING

- GAS
- WOOD FIRE
- OPEN FIRE
- POT BELLY
- AIR-CONDITIONING
- CENTRAL HEATING
- HEAT PUMP
- VENTILATION SYSTEM
- CEILING FANS
- SOLAR
- OTHER
- HRV

## KITCHEN

- DESIGNER
- MODERN
- STANDARD
- OPEN PLAN

## DINING

- COMB. KITCHEN
- SEPARATE
- OPEN PLAN

## BATHROOM / TOILETS

- SEP BATHROOMS
- SEP WCs
- SEP SHOWER
- COM BTH/WCs
- ENSUITE

## LOUNGE

- LOUNGE/DINING COM
- SEPARATE

## STOVE

- ELECTRIC
- GAS (RECTIC.)
- GAS (BOTTLED)

## CONDITION INTERIOR

- EXCELLENT
- VERY GOOD
- GOOD
- FAIR

## GARAGING

- SINGLE
- DOUBLE
- TANDEM
- MORE THAN TWO\_\_\_\_\_
- CARPORT
- INTERNAL ACCESS
- LOCKUP
- OFF ST PARKING
- NO GARAGING / CARPORT

## BASE

- BLOCK
- CONCRETE
- WOODEN
- BRICK
- POLE
- FIBROLITE
- OTHER\_\_\_\_\_

## FENCING

- FULLY FENCED
- PARTIALLY FENCED
- NOT FENCED

## ROOF

- IRON
- CONCRETE TILE
- STONE CHIP
- METAL TILE
- DECRAMASTIC
- LONG RUN
- COLOUR STEEL
- SHINGLE
- BUTYNOL
- OTHER\_\_\_\_\_

## FLOORS

- SINGLE STOREY
- TWO STOREY
- THREE STOREY

## SECTION CONTOUR

- LEVEL
- SLOPING
- STEEP
- MIXED

## FEATURES

- DECKING
- BALCONY
- WALK IN WARDROBE
- TENNIS COURT
- BUILT IN WARDROBES
- GARDEN
- OTHER FEATURES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXTERIOR

- WEATHERBOARD
- COMPOSITE CEMENT
- FIBRE CEMENT
- HARDIPLANK
- CEDAR
- BRICK
- MONOLITHIC SYSTEM
- INSULCLAD
- PLASTER
- FIBROLITE
- CONCRETE BLOCK
- ARTIFICIAL STONE
- MASONARY BLOCK / BRICK
- BRICK / MASONARY VENEER
- WEATHERSIDE
- CASTLEWALL
- SUMMERHILL STONE
- STUCCO
- LINEA
- ROUGHCAST
- CONCRETE FIBRE
- FIBRE CEMENT SHEETING
- POLYSTYRENE
- STONE
- CORRUGATED IRON
- OTHER\_\_\_\_\_

## CONDITION EXTERIOR

- EXCELLENT
- VERY GOOD
- GOOD
- FAIR

## SWIMMING

- ABOVE GROUND
- IN GROUND
- SPA POOL
- FENCED
- HEATED
- INDOOR

## INTERIOR

### INSULATION

- CEILING
- FLOOR
- WALLS

### JOINERY

- ALUMINIUM
- TIMBER
- FULL X2 GLAZE
- PARTIAL X2 GLAZE
- OTHER

## ASPECT

- NORTHERLY
- EASTERLY
- SOUTHERLY
- WESTERLY

## VIEWS

- CITY
- HARBOUR/SEA
- BUSH
- RURAL
- URBAN
- PARK
- LOCAL
- PRIVATE
- NONE
- OTHER

## SEWAGE

- CITY
- TANK
- BIO CYCLE
- OTHER

## WATER

- TOWN
- TANK
- BORE
- IRRIGATION
- GAS/ELECTRIC
- OTHER\_\_\_\_\_

## FRONTAGE

- STREET
- ROW

## LEVELS

- ABOVE GROUND
- BELOW ROAD
- LEVEL WITH ROAD

## AMENITIES

- GAS IN STREET
- CLOSE TO TRANSPORT
- CLOSE TO SHOPS
- CLOSE TO SCHOOLS

## AGE

- UNDER CONSTRUCTION
- LESS THAN 1 YEAR
- EST. AGE YRS\_\_\_\_\_

## HOUSE STYLE

- ART DECO
- BUNGALOW
- CHARACTER
- COLONIAL
- CONTEMPORY
- EXECUTIVE
- LIFESTYLE
- VILLA