[Date]

[Name]

[Company/Firm name]

[Sent by]

DEED OF UNDERTAKING

To [Name of law practice]

RE: [Subject]

I [full name] conveyancing practitioner of [location] undertake that I am ready, willing and able to settle the above transaction on [settlement date].

In accordance with the *New Zealand Law Society Property Law Section Guidelines* (PLS Guidelines), I undertake:

1. that I have certified and signed the following instruments on e-dealing number [e-dealing number]:
2. discharge of mortgage [mortgage number]
3. transfer.

*[Add or delete instruments as required.]*

1. that upon receipt of the confirmations and undertaking provided for in guidelines 5.6 and 5.7 of the PLS Guidelines that the amount required to settle as per our settlement statement has been deposited into our trust account:
2. I will immediately release the instruments from the Landonline Workspace into your control;
3. I will not attempt to withdraw such release or attempt any alteration of such instruments following settlement or release;
4. I will not disburse funds until the release has been effected;
5. if the dealing is requisitioned or rejected, then I will assist in relation to the instruments and will take all reasonable steps within my control to correct the instruments so that registration is completed as soon as possible;
6. I will authorise the release of keys to the purchaser (if applicable);
7. I will make any payments that I have undertaken to make;
8. I will send to you by courier (or any other agreed method) any documents to be provided by the vendor to the purchaser on settlement (e.g. deed of assignment);
9. if, due to a Landonline, electricity or telecommunications outage or an emergency, I am not able to immediately release the instruments from the Landonline workspace into your control, I will:
10. advise you of the delay and the cause of the delay;
11. take all available steps to effect the release as soon as possible; and
12. not disburse the settlement funds until the release has been effected.

My above undertakings are given on the basis that they are intended to be enforceable under application for summary judgment and/or urgent injunction as if I were an officer of the Court and I undertake that I will not seek to oppose the summary or urgent nature of any such application. I further undertake to indemnify the purchaser and/or the purchaser’s lawyer for all losses suffered from any breach of my undertakings, including but not limited to legal fees, disbursements, loss of rent, use or enjoyment of the property, storage costs and bank fees.

Executed as a deed on the date set out above.

**Conveyancing practitioner: Signature** ………………………………………………………………

 **Name** ………………………………………………………………

Witness: Signature ………………………………………………………………

 Name ………………………………………………………………

 Address ………………………………………………………………

 ………………………………………………………………

 Occupation ………………………………………………………………