



**PRESTIGE
LAW**

The First Quarterly Report

**Update of the disposal process according to the
Disposal Notice dated 2 June 2020**

Xindongyue Group NZ Limited

Dated: 30 June 2020

Released under the Official Information Act 1982



30 June 2020

Overseas Investment Office
Land Information New Zealand
Radio New Zealand House
Level 7, 155 The Terrace
PO Box 5501
Wellington
New Zealand

Attn: Svetlana Malivuk; Nelson Curry
By Email: smalivuk@linz.govt.nz; ncurry@linz.govt.nz

Dear Ms Malivuk and Mr Curry,

First Quarterly Report in Accordance with Disposal Notice dated 2 June 2020

1. We act for our client Xindongyue Group NZ Limited ("**Xindongyue**").
2. In accordance to the Disposal Notice issued by the Overseas Investment Office ("**the OIO**") on 2 June 2020 ("**the Disposal Notice**"), we are providing a quarterly update to the OIO of the progress towards the disposal of land owned by Xindongyue.
 - a. The land owned by Xindongyue is defined as:
 - i. Computer freehold register NA91C/794, being 8.1091 ha situated at 35c Wallace Drive, Clarks Beach, Waiiau Pa ("**the Property**").
3. In accordance with paragraph 5 of the Disposal Notice, this report will evidence the following has been completed:
 - a. Appointment of a licensed real estate agent to actively market and appropriately advertise the Property for sale on the open market:
 - i. Xindongyue had appointed licensed real estate agents Hannah Zou and Benjamin Liu of Ray White Epsom (of Black Group Realty Limited).
 - ii. Please find **attached and annexed 'A'** the Agency Agreement from Hannah Zou and Benjamin Liu.
4. Evidence of the marketing activities and offers received for the disposal of Property:



- a. Please find **attached and annexed 'B'** copies of the artwork used by the agency to market the Property.
 - b. Please find **attached and annexed 'C'** a copy of the agency's marketing schedule for the advertising of the Property.
 - c. Please find **attached and annexed "D"** the vendor's report evidencing the enquiries and offers made in relation to the Property. Unfortunately, none of the offers received to date have been successful.
5. Xindongyue has advised that it has engaged a registered valuer. However, in light of the valuer's backlog there is a possibility that there may be some delay in issuing the valuation, therefore, we respectfully seek that the OIO grant a two weeks' extension for the independent valuation to be provided by 28 July 2020.
6. As this matter is under an ongoing reporting obligation with the OIO, we are hopeful to provide you with a more meaningful update by the next report.
7. Should you have any questions, please do not hesitate to contact us.

Yours faithfully,

PRESTIGE LAWYERS LIMITED

Royal Reed

Partner

Email: litigation@prestigelawyers.co.nz

Released under the Official Information Act 1982



**PRESTIGE
LAW**

P +64 9 303 4400 | E info@prestigelawyers.co.nz
F +64 9 303 4411 | W prestige.law
PO Box 305379 Triton Plaza, Auckland 0757, New Zealand

A

Released under the Official Information Act 1982

RayWhite.

Agency Agreement

Property Address: 35c Wallace Drive, Clarks Beach

Released under the Official Information Act 1982

We treat our clients like **royalty**

Ray White Agency Agreement & Property Description

Property Address 35c Wallace Drive, Clarks Beach, Franklin

1.0 Appointment Xindongyue Group NZ Limited

..... ["the Client"] appoints Black Group Realty Ltd, a licensed real estate agent, REAA 2008 ["the Agent"] as the Client's real estate agent for the sale of the property described in the following Property Description ["the Property"]. Pursuant to this appointment, the Agent is authorised to market the Property, conduct negotiations and to prepare any Sale and Purchase Agreements, Auction or Tender documents and do all other things as may be necessary or required to give effect to a sale of the Property. Such work may be conducted by the Agent or through a Branch Manager or Salesperson of the Agent and those persons conducting such work are referred to as Licensees in this agreement.

2.0 Agency (Choose either 2.1 or 2.2 - delete one)

2.1 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 the Commencement Date. This sole agency may be terminated by the Client, by written notice to the Agent by 5 pm 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 term 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;

2.2 General Agency:

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

3.0 Prior Agency (Choose either 3.1 or 3.2 - delete one)

3.1 The client has not appointed any other real estate agent to sell the Property prior to signing this agreement. Or;

3.2 The client has appointed the following real estate agent/s prior to signing this agreement:
Name of agency.....
Period of agency

Note: If a sale is affected by or through the instrumentality of any other real estate agent authorised by the Client, then the Client may be liable to pay full commission to more than one agent.

4.0 Additional Authorities - Sale Method

If the Client does not complete these Additional Authorities then these Additional Authorities do not apply to this agreement.

4.1 Auction Authority:

The Client appoints the Agent to offer the Property for sale by public auction on the Auction Date (/ /). If the Property for sale by auction is subject to a reserve price, this must be notified to the Agent in writing prior to the auction. If the Property is sold by public auction the Client authorises the Agent to sign on its behalf the agreement that forms part of the particulars and conditions of sale used by the Agent for conducting the sale by auction.

4.2 Tender Authority:

The Client appoints the Agent to offer the Property for sale by public tender with the public tender closing on the Tender Date (/ /) or as otherwise agreed.
Note: The method of sale chosen may impact on the individual benefits that the Licensees may receive.

4.3 Deadline Sale Authority:

The Client appoints the agent to offer the property for sale by deadline with the deadline being (/ /) or as otherwise agreed.

5.0 Commission and Expenses

5.1 Payment of Commission:

The Client must pay the Agent the commission, on the terms set out in this agreement, if:

- 5.1.1 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
- 5.1.2 in the case of a general 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, 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
- 5.1.3 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 month 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 licence under the Real Estate Agents Act 2008.

5.2 Unless otherwise stated the commission will become payable immediately upon the contract for the sale of the Property becoming unconditional.

5.3 How Commission is calculated:

The Agent's commission is calculated as follows:
A basic fee of \$750 plus 4% of the first \$500,000 of the sale price; plus 2.5% of the balance of the sale price; plus GST. Based upon: [tick one]
 the Client's asking price (where an appraisal was not possible to be given) or
 the appraised value, a sale price of \$..... plus GST.
Note: A minimum fee of \$15,000 plus GST will be payable on any transaction.

5.4 Payment of Expenses:

In addition to and separate from the commission, the Client agrees to pay the Agent the sum of \$..... including GST for advertising and marketing the Property as agreed in the attached Marketing Plan upon signing this agreement.
Note: The Client is not obliged to agree to the additional expenses related to advertising and marketing.

6.0 Agent's Statement relating to Rebates, Discounts and Other Commissions

6.1 The Agent confirms that, in relation to any expenses for or in connection with any real estate agency work carried out by the Agent for the Client in connection with the transaction covered by this agency agreement (Choose either 6.1.1 or 6.1.2):

- 6.1.1 the Agent will not receive, and is not entitled to receive, any rebates, discounts, or commissions; Or
- 6.1.2 the Agent will receive, or is entitled to receive, the rebates, discounts, and commissions specified below.

Expenses to be incurred	Provider of rebate, discount or commission	Amount of rebate, discount or commission
.....	specify name of person or organization	specify actual or estimated amount* (including GST)

*Estimates must be clearly marked as such.

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.

7.0 Deposit

7.1 The Client agrees:

- 7.1.1 The Agent is entitled to receive a deposit on the Client's behalf;
- 7.1.2 New Zealand Real Estate Trust, an independent trust account service provided by SafeKiwi (New Zealand) Limited, will be used for payment. Public Trust is the custodian for the deposit who will receive, hold and disburse monies on behalf of vendors and purchasers. Terms of Use can be viewed at www.realestatetrust.co.nz/termsfuse.
- 7.1.3 the Agent is entitled to deduct its commission and expenses from the deposit held by Public Trust. Where the Property being sold is a unit title the Client agrees that this deduction will be delayed until completion of the obligations under sections 147 and 148 of the Unit Titles Act 2010; and
- 7.1.4 if the deposit is not received by Public Trust, the Client will pay the Agent immediately on receipt of an invoice in accordance with clauses 5.1 - 5.4 (as applicable).

8.0 Client's Warranties

- 8.1 The person signing this agreement as or on behalf of the Client warrants that he or she has full authority to do so.
- 8.2 The Client warrants that, having made enquiries, to the best of the Client's knowledge and belief:
 - 8.2.1 the information provided in this agreement (including but not limited to the Property Description Sheet) is correct;
 - 8.2.2 the Property is not subject to any defects or hazards, requisitions or notices from any party other than those identified in this agreement, if any; and
 - 8.2.3 has not omitted any material information to the Agent.
 - 8.2.4 no building situated on the Property is a "leaky building" as that expression is defined in the Weatherlight Homes Resolution Services Act 2006;
 - 8.2.5 where the Owner has done, or caused or permitted to be done any work on or to the Property: any permit, resource consent or building consent required by law was obtained; to the Owner's knowledge the works were completed in compliance with those permits or consents; and where appropriate, a code compliance certificate (or any other relevant regulatory approval) was issued for those works;
 - 8.2.6 the Owner has not given any consent to the owner or occupier of any land

adjoining the Property in respect of any work proposed to be carried out by at owner or occupier, nor is the Owner aware of any pending works on ch adjoining land that might adversely affect the Property in any way;

the Owner has made the Agent aware of any potential hazards on the Property that may give rise to liability under the Health and Safety at Work Act 2015 or any act or statute that supersedes it.

9.0 Indemnity

9.1 The Client (and if more than one, jointly and severally) indemnifies the Agent, the Licensees and any of their respective employees, agents or contractors against losses, damages, claims or other liability arising from any inaccurate information provided by the Client or any material omissions by the Client in this agreement.

10.0 Disclosure of Information

10.1 The Client acknowledges that the Agent is required under the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 to disclose known defects to purchasers or potential purchasers and not to withhold information that should by law or in fairness be provided to purchasers or potential purchasers. The Client also acknowledges that where it would appear likely that the Property may be subject to hidden or underlying defects, then the Agent is required to either:

- 10.1.1 obtain confirmation from the Client, supported by evidence or expert advice, that the property is not subject to defect; or
10.1.2 ensure that purchasers or potential purchasers are informed of any significant potential risk so that they can seek expert advice if they so choose.

10.2 If the Agent is unable to obtain confirmation under clause 10.1.1, the Agent will inform purchasers or potential purchasers of any potential risk identified by the Agent consistent with rule 10.7(b) of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012.

10.3 If at any time during the term of the agency the Client directs the Agent not to disclose any known defects or any potential risks for hidden or underlying defects identified by the Agent to prospective purchasers contrary to the terms of this agreement or to the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012, the Agent may then cancel this agreement by written notice.

11.0 Data Collection

11.1 The details of any agreement for the sale and purchase of the Property may be passed to the Real Estate Institute of New Zealand, upon such agreement becoming unconditional, for the purposes of collecting and compiling sales statistics. The Client waives any rights the Client may have under the Privacy Act 1993 in respect of such information.

12.0 Use of Materials

12.1 Any photographs or display material may be obtained, displayed or used for promotional purposes by the Agent as necessary and be subsequently used by the Agent for promotional purposes unless otherwise instructed.

13.0 Confidentiality

13.1 Except as otherwise provided in this agreement or as agreed between the parties, neither party may reveal any information contained in this agreement to a third party other than:

- 13.1.1 as required by law;
13.1.2 in good faith and in proper furtherance of the objects of this agreement;
13.1.3 to those of its employees, officers, professional or financial advisers, insurers and their representatives and bankers as reasonably necessary but only on a strictly confidential basis;
13.1.4 to enforce a party's rights or to defend any claim or action under this agreement; or
13.1.5 information already in the public domain.

14.0 Notices

14.1 Any notices given under or relating to this agreement may be served or given by hand, mail, fax or email. If there is more than one set of contact details for the Client, then a copy of this agreement and any notices may be sent to any one of them and notice to any person that is listed as a Client will be notice to all of them. Notices to the Client may also be sent to the Client's lawyer unless otherwise instructed.

14.2 This agreement and notices under it will be deemed to have been received:

- 14.2.1 when delivered in person, at the time of delivery; or

14.2.2 if sent by mail, five (5) working days after being mailed; or

14.2.3 if sent by fax when the sender receives a transmission report showing the transmission has been satisfactorily completed; or

14.2.4 if sent by email, when the email enters the recipient's information system.

15.0 General

15.1 The termination of this agreement for any reason is without prejudice to any rights, powers, authorities or remedies of the parties including the Agent's right to commission and reimbursement of the agreed marketing costs and/or expenses.

15.2 Any reference to "working day" will have the meaning ascribed to it under s4 of the Property Law Act 2007.

16.0 Client Acknowledgements - Please read carefully and initial each item

16.1 The Client, prior to signing this agreement, acknowledges and agrees that the Client has been:

- 16.1.1 recommended to seek legal advice and a reasonable opportunity to obtain legal advice was allowed by the Agent; (Initial)
16.1.2 recommended that the Client can, and may need to, seek technical or other advice and information and a reasonable opportunity to do so was provided; (Initial)
16.1.3 given a copy of the approved guide relating to agency agreements published by the Real Estate Authority; (Initial)
16.1.4 given a copy of the approved guide relating to sale and purchase agreements published by the Real Estate Authority. Further information on agency agreements and contractual documents is available from the Real Estate Authority (www.rea.govt.nz and www.settled.govt.nz); (Initial)
16.1.5 made aware of the Agent's in-house complaints and dispute resolution procedures and that a copy of this has been made available; (Initial)
16.1.6 made aware that the Client may access the Real Estate Authority's complaints process without first using the Agent's in-house procedures and that any use of the in-house procedures does not preclude the making of a complaint to the Real Estate Authority; (Initial)
16.1.7 advised and has had an explanation of the circumstances in which the Client could be liable to pay full commission to more than one Agent in the event a transaction is concluded; (Initial)
16.1.8 advised when this agency agreement comes to an end; (Initial)
16.1.9 made aware of the various possible methods of sale and how the chosen method could impact on the individual benefits that the Licensees may receive; (Initial)
16.1.10 made aware of the Agent's disclosure obligations as set out in clauses 10.1 and 10.2; (Initial)
16.1.11 given an appraisal for the Property in writing or where no directly comparable or semi-comparable sales data exists, this has been explained in writing. (Initial)

17.0 Methamphetamine

17.1 The Client warrants that to the best of their knowledge and belief, that methamphetamine has not been consumed or manufactured at the Property, and that the Property is not contaminated by methamphetamine or chemicals involved in the manufacture or use of methamphetamine (even if decontamination has occurred).

17.2 If the Client is unable to give the warranty required under 17.1, the Client agrees to have a professional methamphetamine test carried out at the Property and provide a copy of that report to the Agent.

18.0 Anti Money Laundering and Countering Financing of Terrorism Act 2009

- 18.1 I/We (the Client) consent to Ray White or their agents TICC carrying out customer due diligence checks as required under the AML/CFT Act 2009.
18.2 I/We (the Client) acknowledge that TICC may contact us as agents of Ray White to request further information if and when this is necessary to perform CDD. I/We agree to supply any information or documentation requested within a reasonable timeframe.
18.3 Any form of identification or documentation supplied to TICC will be confidential and used only for the purposes of carrying out customer due diligence as required under the Act.

Signed by the Client/s or authorised person

Date: / /

Signed by the Client/s or authorised person

Date: / /

Signed by the Client/s or authorised person

Date: / /

Signed by the Licensee Agent or authorised person

Date: / /

Licensee Company: Black Group Realty Ltd Licensed (REAA 2008) AML Reference: 000633

13/2/2020

License Number: 20026422 Address: 349A Manukau Road, Epsom / 41B Broadway, Epsom

Licensee Name: Benjamin Liu Licensee Status: Licensee Salesperson License Number: 20060175
Hannah Zou Licensee Salesperson License Number: 20012700 Initial: [Signature]

Listing Details 35c Wallace Drive, Clarks Beach, Franklin

Property Address
Estate: Fee simple / ~~Leasehold~~ / ~~Cross lease~~ / ~~Unit Title~~ / ~~Company Title~~ / ~~Others (please specify)~~
CT No. NA91C/794 Lot No. Lot 7, DP 109978 and Lot 1, DP 153689 DP No.
Zoning Rural Rates per annum \$7,996.24 (19/20) Local Authority Auckland City Council
Capital Value: \$1,975,000 Land Value: \$1,120,000 Improvement Value: \$855,000
Floor area m² Land area 8.1091ha m² (more or less)
Client's asking price \$ including GST (if any). The search indicator to be used for internet advertising is in the range of \$
Agency Type: Sole / General Preferred Settlement Date
Sale Method: Tender / Auction / By Negotiation / Other: Date of Tender Closing / Auction
The Property is available for viewing from to Arrangement for keys

Property Owner/s

Family Trust Name

Full Name - Owner 1 Xindongyue Group NZ Limited

Postal Address

Street Address

Phone: Work Home Mobile

Email xdy.zds@163.com Fax

Full Name - Owner 2

Postal Address

Street Address

Phone: Work Home Mobile

Email Fax

Full Name - Owner 3

Postal Address

Street Address

Phone: Work Home Mobile

Email Fax

Is the Client registered under the Goods and Services Tax Act in respect of the sale of the Property or will be so registered at settlement?

GST Registered Yes No GST #

Clients SuperGold Card Number For terms and conditions please visit supergold.govt.nz

Listing Party (if different from the above)

Name

Nature of Interest in the property (eg. mortgagee)

Postal Address

Street Address

Phone: Work Home Mobile

Email Fax

Lawyer

Contact City

Firm Name

Phone: Work Mobile Fax

Email

Consent to the Agent to approach the Client's lawyer (Tick if appropriate)

Ground Lease Details (complete if applicable)

Name of Lessor Lease No:

Contact person/company for the Firm Phone

Email Fax

Lawyer for the Lessor

Contact City

Firm Name

Phone: Work Mobile Fax

Email

NB: Agent may need to seek information from the Client's lawyer where there is Ground Lease.

Initial: 

Property Details Tick boxes that apply

Chattels

- Blinds
Burglar Alarm
Curtains
Dishwasher
Drapes
Extractor Fan
Fixed Floor Covering/s
Garden Shed
Garage door remote/s
Household Keys
Heated Towel Rail
Light Fittings
Pool Accessories
Ranghood
Stove
Telephone Yes/No
TV Aerial
Waste Disposal Unit
Cooktop / Oven
Central Vac System

Other Chattels included in sale

Rooms

- 2 Double Bedrooms
2 Single Bedrooms
Family Room
Rumpus
Study / Office
Sunroom
Attic
Basement
Sleep Out
Workshop
Separate Lounge
Conservatory
Separate Laundry

Hot Water

- Electric
Gas
Solar
Other

Heating

- Gas
Kent Style Fire
Wood Fire
Open Fire
Pot Belly
Air-conditioning
Central Heating
Heat Pump
Ventilation System
Underfloor heating
Ceiling Fans
Solar
Other

Kitchen

- Designer
Modern
Standard
Open Plan

Dining

- Comb. Kitchen
Separate
Open Plan

Bathroom / Toilets 3 Bathrooms

- Sep Bathrooms
Sep Toilets (W/C)
Sep Shower
Com Bth/Toilets (W/C)
Ensuite/s

Lounge

- Lounge / Dining Comb
Separate

Stove

- Electric
Gas (Reticulated)
Gas (Bottled)

Interior

- Ceilings

Insulation

- Ceiling
Walls
Floor

Joinery

- Double glazed
Single glazed

Condition Interior

- Excellent
Very Good
Good
Fair
Flooring
Carpet
Floating
Parquet
Polished
Tiles
Timber
Other Wood

Garaging

- Single
Double
Tandem
More than two
Carport
Internal Access
Lockup
Off Street 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
Long Run
Colour Steel
Shingle
Slate Tile
Butynol
Other

Exterior

- Weatherboard
Composite Cement
Fibre Cement
Hardiplank
Cedar
Brick
Mondithic System
Insulclad
Plaster
Concrete Block
Artificial Stone
Masonry Block / Brick
Brick / Masonry Veneer
Weatherside
Castlewall
Summerhill Stone
Stucco
Linea
Floughcast
Concrete
Fibre Cement Sheeting
Polystyrene
Stone
Corrugated Iron
Other

Condition Exterior

- Excelent
Very Good
Good
Fair

Swimming Pool

- Above Ground
In Ground
Spa Pool
Fenced
Heated
Indoor

Features

- Decking
Polished Floor
Walk in Wardrobe
Tennis Court

Floors

- Single Storey
Two Storey
Three Storey

Aspect

- Northerly
Easterly
Southerly
Westerly

Views

- City
Harbour / Sea
Bush
Rural
Urban
Park
Local
Private
None
Other Lake

Sewage

- City
Tank
Bio Cycle
Other

Water

- Town
Tank
Bore
Irrigation
Gas / Electric
Other

Frontage

- Street
ROW

Levels

- Above Ground
Below Ground
Level with Road

Amenities

- Gas in Street
Fibre connected
Fibre in street
Close to Transport
Close to Shops
Close to Schools

Age

- Under Construction
Less than 1 Year
Year built: 1979

Section Contour

- Level
Sloping
Steep
Mixed

Any chattels not working or need repair
Any chattels excluded from the sale
List any defects, hazards or problems with the property known to Client including leaks, weather tightness and/or contamination issues (attach all related documents/reports)
Have you obtained an insulation loan from your local council?
List any work done to the property by the client and/or any pending works
List any consents or waivers known or signed by the client for works on neighbouring properties

Initials [Signature]



AML/CFT Customer Due Diligence Requirements

Since January 2019 real estate agents in New Zealand are required to comply with anti-money laundering and counter terrorist finance obligations.

In order to make this process as easy as possible for our customers Ray White has engaged an agent (TICC) to complete customer due diligence on our behalf. TICC makes these checks as simple and easy as possible.

Who owns the property? (Names, mobile numbers & email addresses if possible)

Xindongyue Group NZ Limited

If the owner is a Trust, where can TICC get the Trust Deed? *If is is to hand, please email to CRE@ticc.nz*

Please provide as many owner ID's as you can. Vendor(s) to take a photo of themselves and of their passport(s) or drivers licence(s), and email to the Ray White AML administrator, email address: aml.epsom@raywhite.com
Please use the property address as the subject line of the email.

What is the owner/s residential address (If different from the property being sold)?



If any additional information is required, who should TICC contact?

I consent to Ray White and their agents Trust, Integrity and Compliance Limited (TIC) carrying out customer due diligence checks as required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

I understand Trust, Integrity and Compliance Limited (TIC), as agents of Ray White, may contact me to request further information if and when this is necessary to perform due diligence. I agree to supply any information or documentation requested within a reasonable timeframe.

Any form of identification or documentation supplied to Trust, Integrity and Compliance (TIC) will be confidential and used only for the purposes of carrying out customer due diligence checks as required under the Act.

I hereby declare that I understand this document and agree to its terms.

Signed:

Full Name:

De Shen Zhao

Date:

17/01/20

Agent Confirmation: I have sighted the original ID and it is that of the person presenting the credential.

Name: _____

Sign: _____

Hazard Acknowledgements for Vendors

Address: 35C Wallace Drive, Clarks Beach, Franklin Auckland

Internal Hazards	External Hazards
<ul style="list-style-type: none">Slippery floors when wet	<ul style="list-style-type: none">Slippery paths when wet

I acknowledge I have listed the above hazards and the health and safety risks of my property.

Name:

Signed by:

Name:

Signed by:

Date:

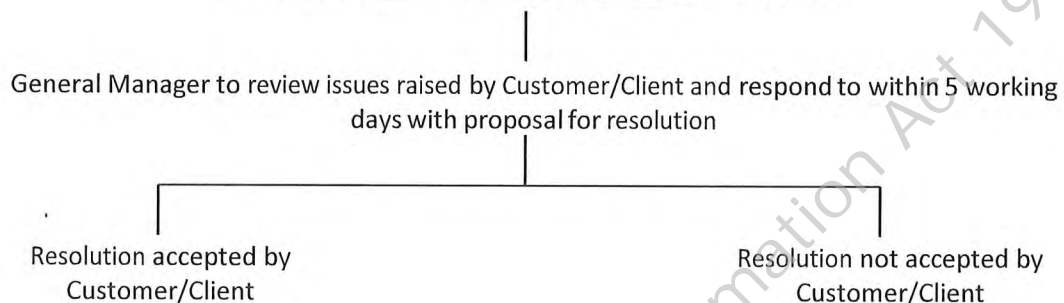
We treat our clients like **royalty**



In-House Complaints Process

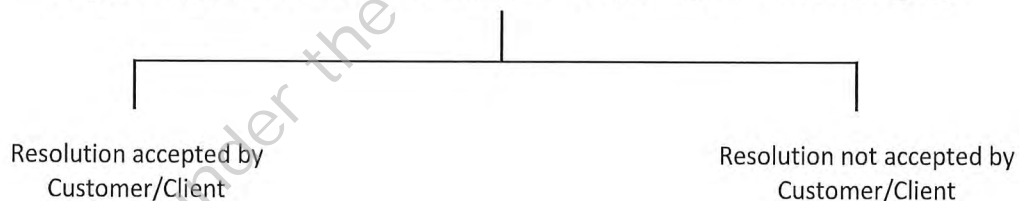
(Real Estate Agents Act 2008 - Professional Conduct & Client Care Rules)

Customer/Client to raise concerns (either verbally or in writing) with Director:
(Mark Bycroft) mark.bycroft@raywhite.com / 021968946



General Manager to review concerns in writing from Customer/Client

Formal written acknowledgement of receipt of complaint to be sent from Agent within 2 working days advising that formal written response will be provided within 5 working days



Customer/Client to be sent link to download Complaints Procedure from REAA and follow the next step from there.

Clients and Customers should be aware that in seeking to resolve a complaint through our in-house process, they are not precluded from exercising their statutory rights under the Real Estate Agents Act 2008 and can claim direct to the Authority at any time.

The Real Estate Agents Authority
c/- PO Box 25-063
Wellington 6146
New Zealand
www.reaa.govt.nz

Why we need to ask you for information

New Zealand has passed a law called the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (“the AML/CFT law” for short). The purpose of the law reflects New Zealand’s commitment to the international initiative to counter the impact that criminal activity has on people and economies within the global community.

Recent changes to the AML/CFT Act mean that from 1 July 2018 lawyers must comply with its requirements. Lawyers must do a number of things to help combat money laundering and terrorist financing, and to help Police bring the criminals who do it to justice. The AML/CFT law does this because the services law firms and other professionals offer may be attractive to those involved in criminal activity.

The law says that law firms and other professionals must assess the risk they may face from the actions of money launderers and people who finance terrorism and must identify potentially suspicious activity.

To make that assessment, lawyers must obtain and verify information from prospective and existing clients about a range of things. This is part of what the AML/CFT law calls “customer due diligence”.

CUSTOMER DUE DILIGENCE REQUIREMENTS

Customer due diligence requires a law firm to undertake certain background checks before providing services to clients or customers. Lawyers must take reasonable steps to make sure the information they receive from clients is correct, and so they need to ask for documents that show this.

We will need to obtain and verify certain information from you to meet these legal requirements. This information includes:

- your full name; and
- your date of birth; and
- your address.

To confirm these details, documents such as your driver’s licence or your birth certificate, and documents that show your address - such as a current bank statement - will be required.

If you are seeing us about company or trust business, we will need information about the company or trust including the people associated with it (such as directors and shareholders, trustees and beneficiaries).

We may also need to ask you for further information. We will need to ask you about the nature and purpose of the proposed work you are asking us to do for you. Information confirming the source of funds for a transaction may also be necessary to meet the legal requirements.

IF YOU CANNOT PROVIDE THE REQUIRED INFORMATION

If we are not able to obtain the required information from you, it is likely we will not be able to act for you. Because the law applies to everyone, we need to ask for the information even if you have been a client of ours for a long time.

Before we start working for you, we will let you know what information we need, and what documents you need to show us and let us photocopy.

Please contact the lawyer who will be undertaking your work, if you have any queries or concerns.

Released under the Official Information Act 1982



Copyright 2014 Ray White Real Estate Limited

All copyright, other intellectual property and information in this document is the property of Ray White Real Estate Limited.
No part of this document may be copied, adapted, modified, reproduced or transmitted in any form by any means
without the prior written consent of Ray White Real Estate Limited.

raywhite.co.nz



**PRESTIGE
LAW**

P +64 9 303 4400 E info@prestigelawyers.co.nz
F +64 9 303 4411 W prestige.law
PO Box 305379 Triton Plaza, Auckland 0757, New Zealand

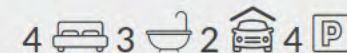
B

Released under the Official Information Act 1982



RayWhite.

35c Wallace Drive, Clarks Beach



The 8.1-hectare estate consists of quarter-century-old gardens while the north-facing vineyards envelop three lakes each graced by majestic trees, lawns. The beautifully presented homestead consists of 5 bedrooms, 3 bathrooms, 3 lounges, gourmet kitchen and dining. A conservatory dining area and a 12m indoor heated swimming pool complex adjoin the home.

For more information visit www.karakapointvineyard.co.nz

Price on Application

View

By appointment only



Hannah Zou
022 043 2759

Executive
MEMBER 10-19

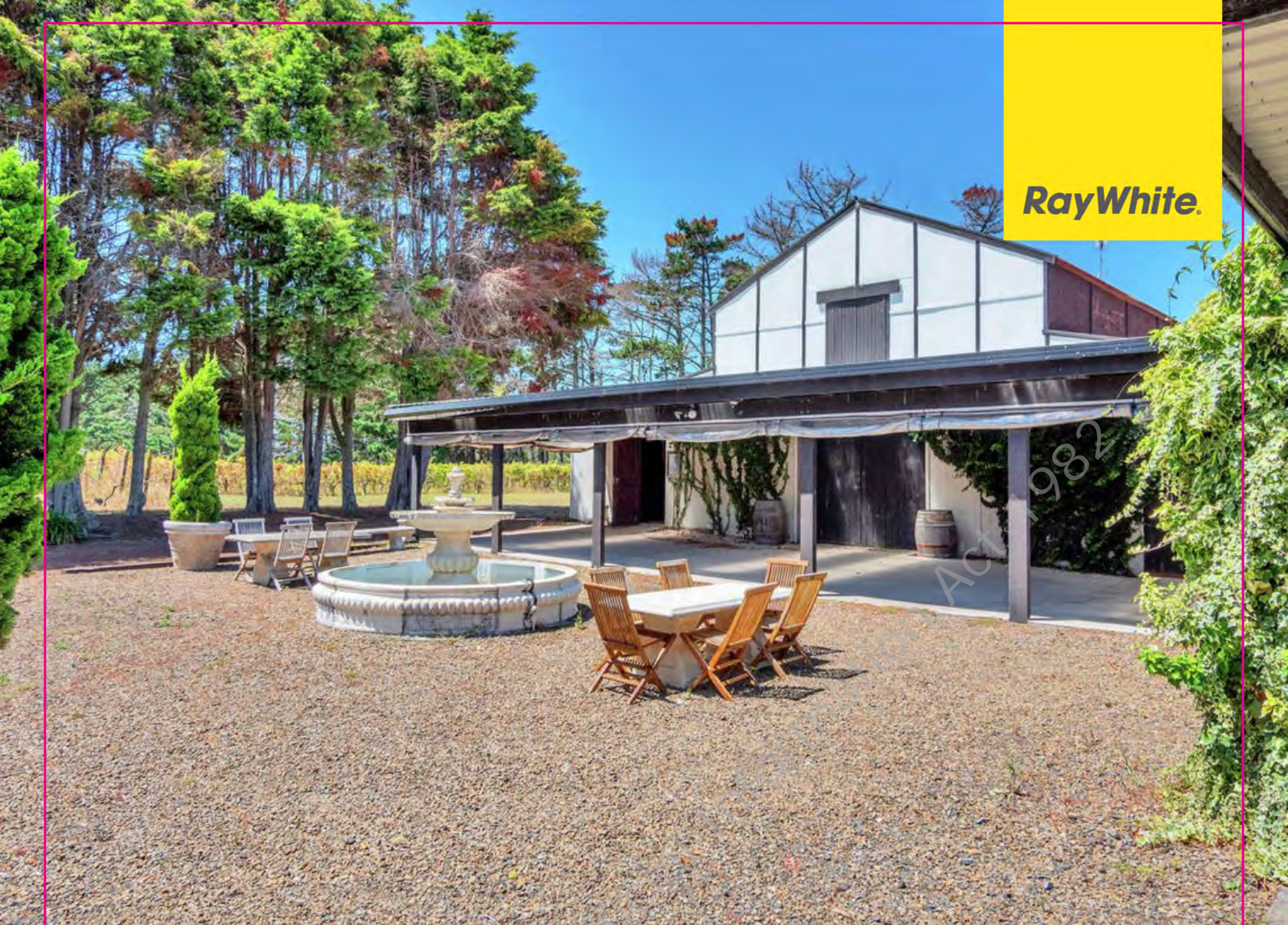


Benjamin Liu
021 0266 4105

rweptom.co.nz/EPS24610

Black Group Realty Limited Licensed (REAA 2008)

RayWhite.



35c Wallace Drive, Clarks Beach

5 3 3 6 2

55 minutes from Auckland, Karaka Point has some of the most fecund soils in New Zealand. The 8.1ha estate has a beautifully presented homestead featuring 5 bedrooms, 3 bathrooms, 3 lounges, gourmet kitchen and dining. It consists of quarter-century-old gardens while the north-facing vineyards envelop three lakes, each graced by majestic trees, lawns and one of New Zealand's finest collections of European statuary. The complex can cater for over 150 guests at a variety of functions, which could be increased with Resource Consent.

By Negotiation

View

For more information and photos, follow the link below left



Hannah Zou
022 043 2759



Benjamin Liu
0210 266 4105

rweptom.co.nz/EPS24610

Black Group Realty Limited Licensed (REAA 2008)



35c Wallace Drive, **Clarks Beach**

4 3 2

- Karaka Point, arguably NZ's best boutique vineyard. Owned by overseas vendor for 5 years
- 55 minutes from Auckland, Karaka Point has some of the most fecund soils in New Zealand
- The lovely character homestead has been completely redecorated with European flair
- The vineyard, orchard and olive grove are complemented by the stunning gardens

Price on Application

View

By appointment only



Hannah Zou
022 043 2759
Executive
MEMBER 18-19



Benjamin Liu
0210 266 4105

rwepsom.co.nz/EPS24610

Black Group Realty Limited Licensed (REAA 2008)



Price on Application



RayWhite.

35c Wallace Drive, **Clarks Beach**

4 1 3 2 2

- Karaka Point, arguably New Zealand's best boutique vineyard, own by overseas vendor for 5 years.
- The lovely character homestead has been completely redecorated with European flair
- The vineyard, orchard and olive grove are complemented by the stunning gardens
- The 8.1-hectare estate consists of quarter-century-old gardens while the north-facing vineyards envelop three lakes each graced by majestic trees & lawns. For more information visit www.karakapointvineyard.co.nz

Price on Application

View

By Appointment

Hannah Zou 022 043 2759

Benjamin Liu 021 0266 4105

rwepsom.co.nz

Black Group Realty Limited Licensed (REAA 2008)



What's happening in the market right NOW

[READ HERE →](#)



House for Sale

35c Wallace Drive

Clarks Beach, Franklin 2122

Price Upon Application



4 Beds

3 Baths

2 Cars



Home > Residential/Sale > Franklin > Clarks Beach > 35c Wallace Drive, Clarks Beach



+ 24

Released under

Information Act 1982



Search all of Trade Me

Watchlist List an item

Marketplace Jobs Motors **Property** Services

Community My Trade Me R

Residential New homes NEW Flatmates Commercial Rural Businesses Retirement villages

Property Insights Tools

Home / Property / Residential / For Sale / Auckland / Franklin

Add to Watchlist



Listed: Mon, 17 Feb

Your dream lifestyle home

35c Wallace Drive, Clarks Beach, Franklin, Auckland

RayWhite

Hannah Zou



后花园
hougarden

奥克兰 ^

发现

资讯 ^

房产 ^

汽车

闲置交易

发布 登录 注册

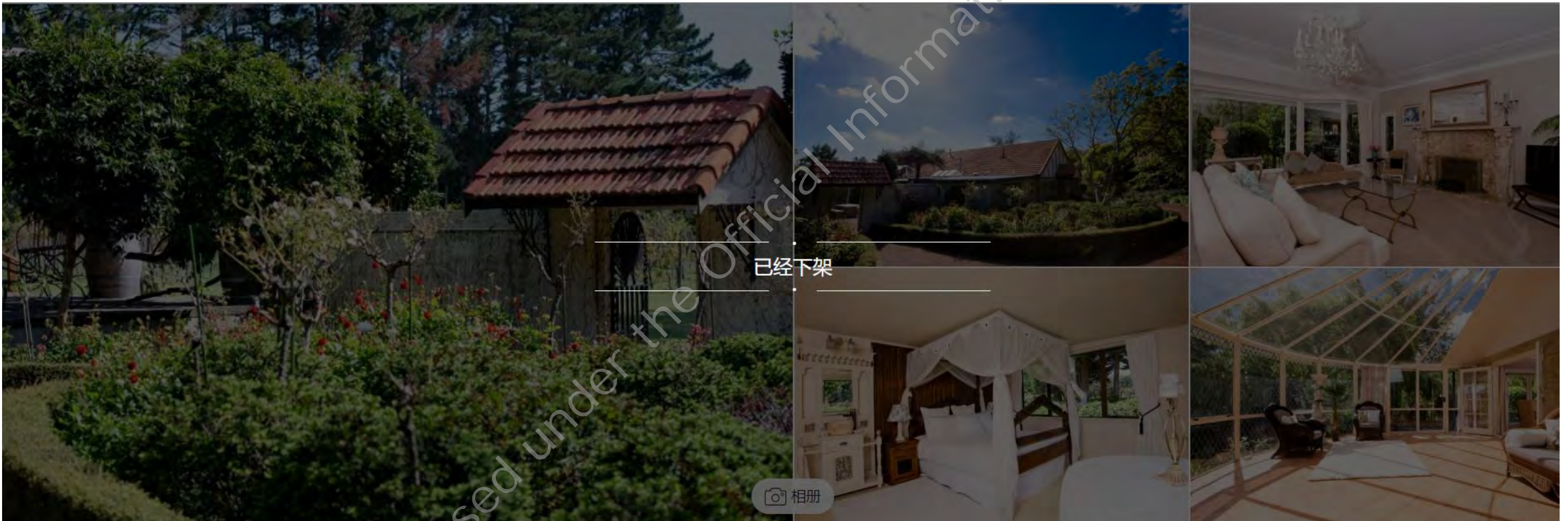
首页 > 买房 > 奥克兰 > 奥克兰西南区 Franklin > 4房 > Clarks Beach 4房 INCREDIBLE LIFESTYLE WITH FURTHER POTENTIAL

35C Wallace Drive, Clarks Beach, Franklin, Auckland

已下架

收藏

分享





**PRESTIGE
LAW**

P +64 9 303 4400 | E info@prestigelawyers.co.nz
F +64 9 303 4411 | W prestige.law
PO Box 305379 Triton Plaza, Auckland 0757, New Zealand

C
Released under the Official Information Act 1982

MARKETING SCHEDULE

PROPERTY ADDRESS 35c Wallace Drive, Clarks Beach (EPS24610)
SALE TYPE Residential, Price
AGENT Hannah Zou, Benjamin Liu
VENDOR Xindongyue Group NZ Limited
QUOTE 22369497



CAMPAIGN ITEMS

11/02/2020	Property Insider - Ollie	Qty: 1	\$918.85
17/02/2020	RW In-House - A3 Window Cards	Qty: 1	\$0.00
17/02/2020	RW In-House - Flyer A4 Double Sided	Qty: 1	\$0.00
17/02/2020	RealEstate.co.nz - Smart Package 3 Week Feature	Qty: 1	\$99.00
18/02/2020	Hougarden - Hougarden - Super Package - Feature until sold/Showcase 3 weeks	Qty: 1	\$699.00
20/02/2020	Chinese Herald - 1/2 page	Qty: 1	\$575.00
26/02/2020	Medium: 21 Day Video Campaign	Qty: 1	\$375.00
26/02/2020	RW In-House - Flyer A4 Double Sided	Qty: 1	\$0.00
27/02/2020	Chinese Herald - 1/2 page	Qty: 1	\$575.00
05/03/2020	Chinese Herald - 1/2 page	Qty: 1	\$575.00
13/03/2020	TradeMe - Trademe GOLD Package - 6 weeks+Epsom Deal	Qty: 1	\$699.00

MEDIA

20/02/2020	Week 1	Chinese Property Overview: 1/2 Page - Gloss	\$287.50
09/04/2020	Week 8	Property Press - Central: Full Page - Online Ebook Ad	\$34.50
22/04/2020	Week 10	The Black Book: Full Page	\$0.00
06/05/2020	Week 12	The Black Book: Full Page	\$0.00
03/06/2020	Week 16	The Black Book: Full Page	\$0.00
17/06/2020	Week 18	The Black Book: Full Page	\$0.00
01/07/2020	Week 20	The Black Book: Half Page	\$0.00

TOTAL (INC GST)	\$4,837.85
GST	\$631.01
RECEIVED CONTRIBUTION	\$5,000.00

MARKETING SCHEDULE

PROPERTY ADDRESS 35c Wallace Drive, Clarks Beach (EPS24610)
SALE TYPE Residential, Price
AGENT Hannah Zou, Benjamin Liu
VENDOR Xindongyue Group NZ Limited
QUOTE 22369497



Released under the Official Information Act 1982

RECORDED CONTRIBUTIONS

DATE	PAID BY	CONTRIBUTION	METHOD	APPROVED	RECEIVED
28/01/2020	Client	\$5,000.00	Cash Received	Yes	Yes

AUTHORISATION

Vendor Signature* Vendor Signature*

Agent Signature Agent Signature

PAYMENT DETAILS

TOTAL DUE (INC GST) \$4,837.85

Approved By

Payment Method Master Card Cheque Internet Banking
 Visa Card Please make cheques payable to : Black Group Realty Limited
01-0137 0095813-02
Please quote the property address in reference field

Cardholder's Name

Credit Card Number CSV Expiry Date

Authorised Signature* Amount

*I authorise Black Group Realty Limited to debit my credit card the total due, being payment of marketing expenses to be used to promote the sale of the above property.



**PRESTIGE
LAW**

P +64 9 303 4400 E info@prestigelawyers.co.nz
F +64 9 303 4411 W prestige.law
PO Box 305379 Triton Plaza, Auckland 0757, New Zealand

D

Released under the Official Information Act 1982



VENDOR REPORT

35c Wallace Drive Clarks Beach

Date Range:

**17/02/2020 To
17/06/2020**

Prepared By

**Benjamin Liu on
17th Jun 2020**



Vendor Report

Xindongyue Group NZ Limited

Thanks for your continued trust in us. We are working hard on your property and are not giving up.

Five years ago, this property is used to be a well-known Karaka Point Vineyard and Lodge in Auckland and it was well looked after by the previous vendor compare to the current situation.

This property has big land with lots of dead vineyard it is needs lots of money to spend on and full-time care. Due to this lots of dead vineyard and the messy garden/house because lack of money, care, & attention spend on the property.

Most of the customers says this need a lot of money & time to tidy up to get the back to the beautiful vineyard again.

We will continue conducting private viewings.

↑ Open homes

Date	Client	Rep	Comments
Mon 15 Jun	[s 9(2)(a)]		Attended Open Home
Sat 13 Jun			Asked the price range please When was the house built How much land is government value Any Chance and Restrictions of subdivision. I have replied email waiting for his reply for arrange a viewing. Sent all property information. Feedback around 2M is to purchase
Sun 07 Jun			Attended Open Home
Sun 07 Jun			Needs lots of work. He got quote for \$850,000 - \$1,000,000. Made an offer \$1,400,000 Purchase another property
Fri 05 Jun			Attended Open Home
Mon 01 Jun			Made a conditional offer when this property first hits the market early this year.
Fri 29 May			Phone in. He used to buy wine from previous owner.

	[s 9(2)(a)]	Been to this property before current owner bought. He needs to see what his finance situation is and get back to me. I will follow up him.
Sat 23 May		Attended Open Home
Fri 24 Apr		[s] visited property last Friday 29th May. He thinks need to spend money on house and garden. Will discuss with his wife if they want to do second view. Feedback Price: Top price is CV (\$1,975,000), however they are not willing to put in the paper.
Fri 17 Apr		Sent the property documents with price guidance around \$2m+ then he decided not to view the property.
Fri 17 Apr		Sent the property documents with price guidance around \$2m+ then he decided not to view the property.
Mon 13 Apr		[s 9(2)] think \$2M plus too expensive for where it is.
Mon 13 Apr		Attended Open Home
Sun 15 Mar		Attended Open Home
Sat 07 Mar		Follow up again, only offer \$1.3M They have done all homework around the area. Ordered property file and found only main house is legal in the file. Only see the value under CV
Fri 06 Mar		Buyer think need to spend too much money on the property
Wed 26 Feb		Attended Open Home

 realestate.co.nz enquiries

Date	Client	Comments
Wed 20 May 2020	[s 9(2)]	realestate.co.nz Enquiry; 35c Wallace Drive Clarks Beach Please send me following information on 35c Wallace Drive - Price guide

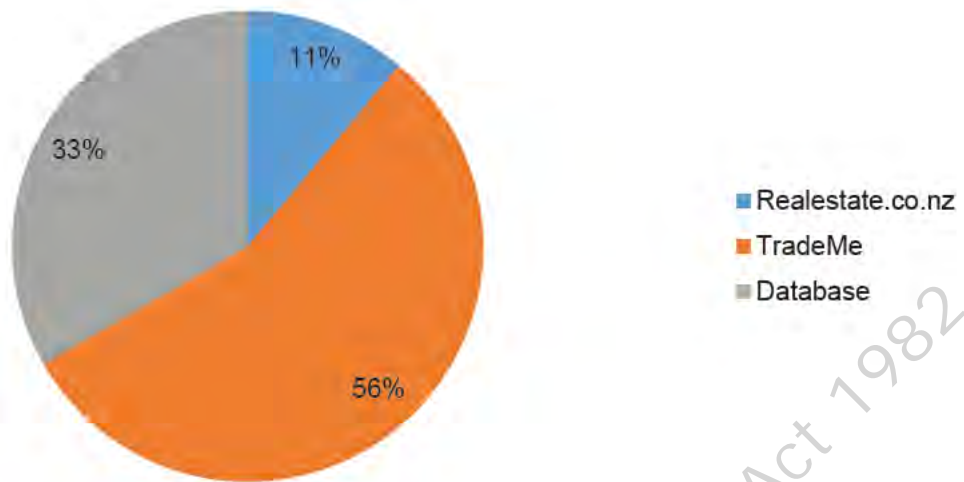
 Web activity

Site	URL	Qty
Office Website	www.raywhite.com	285
raywhite.co.nz	www.raywhite.co.nz	62
www.homes.co.nz	www.homes.co.nz	270
www.raywhite.com	www.raywhite.com	35
realestate.co.nz	http://www.realestate.co.nz	821
trademe.co.nz visits	http://www.trademe.co.nz	3451
trademe.co.nz watchers	http://www.trademe.co.nz	65
trademe.co.nz enquiries	http://www.trademe.co.nz	6

Advertising

Date	Expense	Type	Office Contribution	Amount	GST	Total (inc GST)
Tue 28 Jan	Marketing Expenses	as per Marketing Budget	\$0.00	\$4347.83	\$652.17	\$5000.00
Tue 28 Jan	-	Vendor Contribution	\$0.00	\$-5000.00	\$0.00	\$-5000.00
Total Spend						\$5000.00
Office Contribution						\$0.00
Less Payments						\$-5000.00
Outstanding						\$0.00

Enquiry source



Overview & Recommendations

My Recommendation is vendor should need to clean it regularly.

Right offer needs to be sold, as it need someone who has compassion/passionate to work on the land and property like previous vendors. If we leave this property too long will cost more money to get back to normal.

DISCLAIMER: We have in preparing this document used our best endeavours to ensure the information contained is true and accurate, but accepting responsibility and disclaim all liability in respect to any errors, omissions, inaccuracies or misstatements contained.

Released under the Official Information Act 1982



Your dream lifestyle home

EPS24610 | By Negotiation | Listed: Mon 17 Feb, 12:00 am

35c Wallace Drive, Clarks Beach, Auckland



Hannah Zou

2273 Views 77 Phone Clicks



Benjamin Liu

48 Views 8 Phone Clicks



741
Views

1,662
Searches

No
Showcase

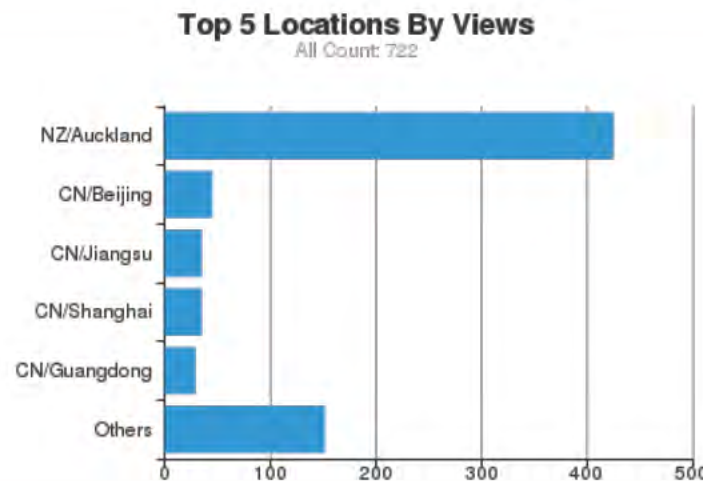
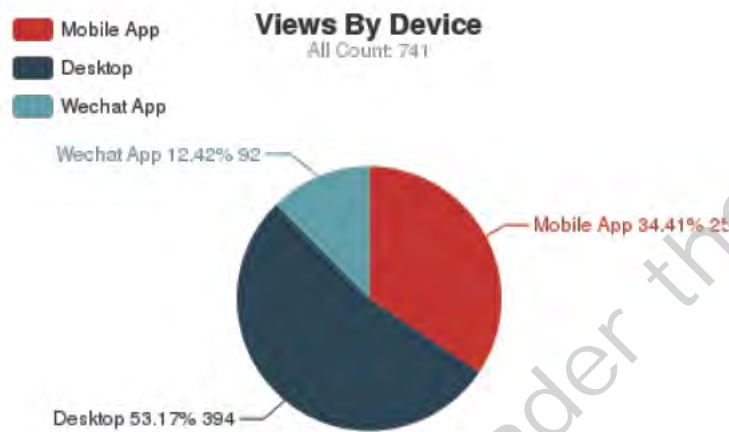
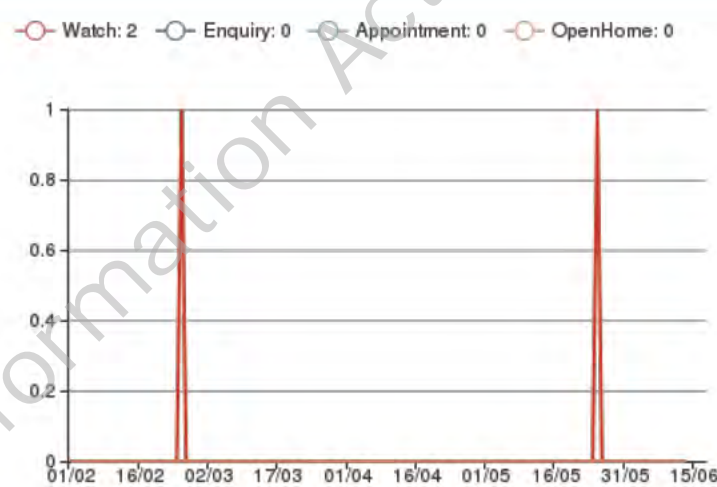
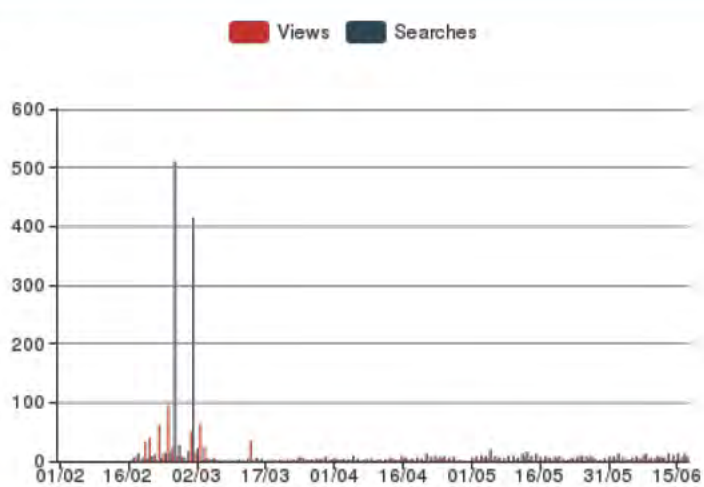
Yes
Feature

2
Watches

0
Enquiries

0
Appointments

Summary for 01/02/2020 - 17/06/2020



- 1 Number of viewing the details of this property
- 2 Number of the property showing in the search results
- 3 Whether this property is showcased
- 4 Whether this property is featured
- 5 Number of users added the property to their watches
- 6 The number of enquiries
- 7 The number of people added this property to their open homes