

NGĀI TE RANGI

and

NGĀ PŌTIKI

and

NGĀI TE RANGI SETTLEMENT TRUST

and

NGĀ PŌTIKI A TAMAPAHORE TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
PROPERTY REDRESS**

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1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

- 1.1 The Crown:
- 1.1.1 has provided information to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity between 3 July 2013 and 14 October 2013 about the cultural redress properties and the commercial properties via either the relevant land holding agency or the Office of Treaty Settlements;
 - 1.1.2 must under paragraph 5.3.1 provide information to the Ngāi Te Rangi governance entity about a leaseback property if the Ngāi Te Rangi governance entity has, in accordance with part 5, given the Crown notice of interest in purchasing the property; and
 - 1.1.3 must under paragraph 6.3.1 provide information to the Ngā Pōtiki governance entity about the deferred selection property listed in table 4B of this schedule if the Ngā Pōtiki governance entity has, in accordance with part 6 given the Crown notice of interest in purchasing the property.

WARRANTY

- 1.2 In this part, unless the context otherwise requires:
- 1.2.1 **acquired property** means:
 - (a) each cultural redress property; and
 - (b) each commercial property; and
 - (c) each purchased deferred selection property; and
 - 1.2.2 **disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1.
- 1.3 The Crown warrants to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity that the Crown has given to the relevant governance entity in its disclosure information about an acquired property all material information that, to the best of the land holding agency's knowledge, is in the agency's records about the property (including its encumbrances), at the date of providing that information:
- 1.3.1 having inspected the agency's records; but
 - 1.3.2 not having made enquiries beyond the agency's records; and
 - 1.3.3 in particular, not having undertaken a physical inspection of the property.

1: DISCLOSURE INFORMATION AND WARRANTY

WARRANTY LIMITS

- 1.4 Other than under paragraph 1.3, the Crown does not give any representation or warranty, whether express or implied, and does not accept any responsibility, with respect to:
- 1.4.1 an acquired property, including in relation to:
- (a) its state, condition, fitness for use, occupation, or management; or
 - (b) its compliance with:
 - (i) legislation, including bylaws; or
 - (ii) any enforcement or other notice, requisition, or proceedings; or
- 1.4.2 the disclosure information about an acquired property, including in relation to its completeness or accuracy.
- 1.5 The Crown has no liability in relation to the state or condition of an acquired property, except for any liability arising as a result of a breach of paragraph 1.3.

ACKNOWLEDGEMENT

- 1.6 In paragraph 1.7, **relevant date** means, in relation to an acquired property that is:
- 1.6.1 a cultural redress property or a commercial property, the date of this deed; and
- 1.6.2 a purchased deferred selection property, the day on which the relevant governance entity gives an election notice electing to purchase the property.
- 1.7 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity acknowledge that they could, before the relevant date:
- 1.7.1 arrange to inspect the property and determine its state and condition; and
- 1.7.2 consider the disclosure information in relation to it.

2 VESTING OF CULTURAL REDRESS PROPERTIES

SAME MANAGEMENT REGIME AND CONDITION

- 2.1 Until the settlement date, the Crown must:
- 2.1.1 continue to manage and administer each cultural redress property in accordance with its existing practices for the property; and
 - 2.1.2 maintain each cultural redress property in substantially the same condition that it is in at the date of this deed.
- 2.2 Paragraph 2.1 does not:
- 2.2.1 apply to a cultural redress property that is not managed and administered by the Crown; or
 - 2.2.2 require the Crown to restore or repair a cultural redress property damaged by an event beyond the Crown's control.

ACCESS

- 2.3 The Crown is not required to enable access to a cultural redress property for either the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity, or members of Ngāi Te Rangi or Ngā Pōtiki.

COMPLETION OF REQUIRED DOCUMENTATION

- 2.4 Any documentation, required by the settlement documentation to be signed by either the Ngāi Te Rangi governance entity or the Ngā Pōtiki governance entity, in relation to the vesting of a cultural redress property, must, on or before the settlement date, be:
- 2.4.1 provided by the Crown to the relevant governance entity; and
 - 2.4.2 duly signed and returned by the relevant governance entity.

SURVEY AND REGISTRATION

- 2.5 The Crown must arrange, and pay for:
- 2.5.1 the preparation, approval and, where applicable the deposit, of a cadastral survey dataset of a cultural redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property; and
 - 2.5.2 the registration of any document required in relation to the vesting under the settlement legislation of a cultural redress property in the Ngāi Te Rangi governance entity and/or the Ngā Pōtiki governance entity.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

3 COMMERCIAL PROPERTIES

Table 3: Commercial properties

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
3 Rata Street, Mount Maunganui PF 1659	0.6069 hectares, more or less, being Sections 22 and 87 Block VII Tauranga Survey District. All Transfer 8355361.1.	Subject to a licence to occupy in favour of the Bay of Plenty Regional Council. Subject to a licence to occupy in favour of Foreshore Management Systems Limited.	\$2,773,728	Ministry of Justice (Office of Treaty Settlements)	Ngāi Te Rangi governance entity	Ngāi Tukairangi Hapu Trust
86 Taipari Street, Tauranga PF 820	0.0737 hectares, more or less, being, Lot 30 DPS 21553. All computer freehold register SA55B/416.	Subject to an unregistered lease to TMIC Leasing Company Limited. Subject to an unregistered tenancy.	\$244,853	Ministry of Justice (Office of Treaty Settlements)	Ngāi Te Rangi governance entity	Ngāti He Hapu Trust
93 Eversham Road, Mount Maunganui PF 1599	0.0938 hectares, more or less, being Lot 2 DPS 29916. All computer freehold register SA26D/1050.	Subject to a right of way, a right to drain water and sewage, and rights to convey water, gas, electricity, telecommunications and computer media created by Easement Instrument 7573264.1. Subject to an unregistered lease to TMIC Leasing Company Limited.	\$179,814	Ministry of Justice (Office of Treaty Settlements)	Ngā Pōtiki governance entity	

**NGĀI TE RANGI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

3: COMMERCIAL PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
		Subject to an unregistered tenancy.				
72D Simpson Road, Papamoa PF 996	27.3189 hectares, more or less, being Section 2 SO 464062. All computer freehold register 626787.	Subject to a stormwater right (in gross) created by Transfer B483327.1. Subject to a right of way created by Easement Instrument 9444994.5. Subject to a licence to occupy in favour of Bailey Farms Limited.	\$1,641,282	Ministry of Justice (Office of Treaty Settlements)	Ngā Pōtiki governance entity	
84 Truman Lane, Mount Maunganui PF 1193	0.4026 hectares, more or less, being Lot 1 DPS 63284. All computer freehold register SA52A/324.	Subject to a water right (in gross) and a sewage right (in gross) created by Transfer B131304.6. Easements created by Transfer B131304.6 are subject to section 243(a) Resource Management Act 1991. Subject to telecommunications and electricity rights (in gross) created by Transfer B598588.1. Subject to an unregistered lease to Bay of Plenty House Removals.	The combined transfer value for 84 and 1178L Truman Lane is: \$879,941	Ministry of Justice (Office of Treaty Settlements)	Ngā Pōtiki governance entity	

NGĀI TE RANGI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

3: COMMERCIAL PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
820 Truman Lane, Mount Maunganui PF 1194	0.3873 hectares, more or less, being Lot 3 DPS 63284. All computer freehold register SA52A/326.	Subject to a water right and a sewage right (in gross) created by Transfer B131304.6. Easements created by Transfer B131304.6 are subject to section 243(a) Resource Management Act 1991. Subject to a right to convey gas (in gross) created by Transfer B131304.7. Subject to telecommunications and electricity rights (in gross) created by Transfer B598588.1. Subject to an unregistered lease to Doug Gerrand Limited.	\$344,325	Ministry of Justice (Office of Treaty Settlements)	Ngā Pōtiki governance entity	
1178L Truman Lane, Mount Maunganui PF 1195	0.5313 hectares, more or less, being Lot 4 DPS 63284. All computer freehold register SA52A/327.	Subject to a water right (in gross) created by Transfer B131304.6. Easements created by Transfer B131304.6 are subject to section 243(a) Resource Management Act 1991. Subject to a right (in gross) to convey gas created by Transfer	The combined transfer value for 84 and 1178L Truman Lane is: \$879,941	Ministry of Justice (Office of Treaty Settlements)	Ngā Pōtiki governance entity	

**NGĀI TE RANGI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

3: COMMERCIAL PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
		<p>B131304.7.</p> <p>Subject to telecommunications and electricity rights (in gross) created by Transfer B598588.1.</p> <p>Declaring State Highway 29 to be a Limited Access Road by Gazette Notice 5624320.1.</p> <p>Subject to an unregistered lease to Bay of Plenty House Removals.</p>				
<p>124 Hull Road, Mount Maunganui PF1155</p>	<p>0.4955 hectares, more or less, being Section 1 SO 46668. All computer freehold register SA51B/870.</p>	<p>Together with rights of way created by Transfer B204840.</p> <p>Subject to an unregistered lease to Port of Tauranga Limited.</p>	<p>\$1,335,215</p>	<p>Ministry of Justice (Office of Treaty Settlements)</p>	<p>Ngāi Te Rangi governance entity</p>	<p>Ngāi Tamawhariua Trust and Ngāi Tamawhariua ki Katikati Trust</p>
<p>1 Hewletts Road, Mount Maunganui PF 1655</p>	<p>0.2474 hectares, more or less, being Section 15 SO 385458. All computer freehold register 427949.</p>	<p>Subject to an electricity right (in gross) created by Gazette notice B162445.1.</p> <p>Subject to rights to drain sewage (in gross) created by Gazette notice B162445.2.</p> <p>Subject to a right to convey gas (in gross)</p>	<p>\$726,908</p>	<p>Ministry of Justice (Office of Treaty Settlements)</p>	<p>Ngāi Te Rangi governance entity</p>	<p>Ngāi Tukairangi Hapu Trust and Ngāti Kuku Hapu Trust</p>

NGĀI TE RANGI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

3: COMMERCIAL PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
		<p>created by Transfer B162445.3.</p> <p>Subject to a telephone right (in gross) created by Transfer B162445.4.</p> <p>Subject to a right of way (in gross) created by Easement Instrument 8516037.1.</p> <p>Subject to a Building Line Restriction created by Gazette Notice 8524996.1.</p> <p>Subject to an unregistered lease to TMIC Leasing Company Limited.</p> <p>Subject to an unregistered licence to occupy in favour of TR Group Limited.</p>				
<p>McDonald / Hewletts Road, Mount Maunganui PF 1698</p>	<p>0.1256 hectares, more or less, being Section 16 SO 385458. All computer freehold register 458694.</p>	<p>Subject to a right to drain water (in gross) created by Gazette Notice B164180.1.</p> <p>Subject to a telecommunications right (in gross) created by Transfer B164180.2.</p> <p>Subject to a right to convey gas (in gross) created by Transfer</p>	<p>\$439,971</p>	<p>Ministry of Justice (Office of Treaty Settlements)</p>	<p>Ngāi Te Rangi governance entity</p>	<p>Ngāi Tukairangi Hapu Trust and Ngāti Kuku Hapu Trust</p>

NGĀI TE RANGI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

3: COMMERCIAL PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency	Relevant governance entity	Relevant hapu entity
		B164180.3.				
17 The Strand, Tauranga PF 706	0.0885 hectares, more or less, being Allotment 2A Section 1 Town of Tauranga. All computer freehold register SA60B/439.		\$841,683	Ministry of Justice (Office of Treaty Settlements)	Ngāi Te Rangi governance entity	Ngāti Tapu Hapu Trust and Ngāi Tukairangi Hapu Trust
13 McLean Street, Tauranga PF1018	0.0707 hectares, more or less, being Section 1 SO 57594. All computer freehold register SA43C/936.	Land Covenant in Transfer H618584.4. Subject to section 3 Petroleum Act 1937. Subject to section 8 Atomic Energy Act 1945. Subject to section 3 Geothermal Energy Act 1953. Subject to sections 6 and 8 Mining Act 1971. Subject to sections 5 and 261 Coal Mines Act 1979. Subject to an unregistered lease to TMIC Leasing Company Limited. Subject to an unregistered lease in favour of Young Read Woudberg Limited.	\$1,052,104	Ministry of Justice (Office of Treaty Settlements)	Ngāi Te Rangi governance entity	Ngāti Tapu Hapu Trust and Ngāi Tukairangi Hapu Trust

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

4 DEFERRED SELECTION PROPERTIES

Table 4A Leaseback deferred selection properties

Address	Description	Valuation process	Leaseback?	Land holding agency	Relevant governance entity	Relevant hapu entity
Mount Maunganui College site	8.3361 hectares, approximately, being Part Lot 2 DP 31875 and Lot 1 DPS 54627. Balance Proclamation S86416. Subject to survey.	Separately valued	Yes	Ministry of Education	Ngāi Te Rangi governance entity	Ngāi Tukairangi Hapu Trust and Ngāti Kuku Hapu Trust
Omanu Primary School site	2.5987 hectares, more or less, being Lots 205 and 232 DPS 904. Balance Proclamation S32236. 0.0809 hectares, more or less, being Lot 206 DPS 904. All computer freehold register SA43C/391.	Separately valued	Yes	Ministry of Education	Ngāi Te Rangi governance entity	Ngāi Tukairangi Hapu Trust and Ngāti Kuku Hapu Trust
Selwyn Ridge Primary School site	2.2510 hectares, more or less, being Lot 1 DPS 27302. All <i>Gazette</i> notice H278643. 0.2296 hectares, approximately, being Part Section 15 Block XV Tauranga Survey District. All <i>Gazette</i> notice H310410. Subject to survey.	Separately valued	Yes	Ministry of Education	Ngāi Te Rangi governance entity	Ngāti He Hapu Trust

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

4: DEFERRED SELECTION PROPERTIES

Table 4B Non-leaseback deferred selection property

Name/Address	Description	Valuation process	Leaseback?	Land holding agency	Relevant governance entity
Bell Road / Railway, Papamoa PF 998	2.2385 hectares, more or less, being Lot 1 DPS 68227. All computer freehold register SA54D/182.	Separately valued	No	Ministry of Justice (Office of Treaty Settlements)	Ngā Pōtiki governance entity

5 RIGHT TO PURCHASE LEASEBACK PROPERTIES

A. RIGHT OF PURCHASE

APPLICATION OF THIS PART

- 5.1 This part applies to each deferred selection property that is listed in table 4A of part 4 of this schedule, referred to in this part as a "leaseback property".

NOTICE OF INTEREST

- 5.2 The Ngāi Te Rangi governance entity may, for two years after the settlement date, give the Crown a written notice of interest in purchasing a leaseback property.

EFFECT OF NOTICE OF INTEREST

- 5.3 If the Ngāi Te Rangi governance entity gives a notice of interest in a leaseback property in accordance with paragraph 5.2:

5.3.1 the Crown must, not later than 10 business days after the notification date, give the Ngāi Te Rangi governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and

5.3.2 the property's transfer value must be determined or agreed in accordance with subpart B.

ELECTION TO PURCHASE

- 5.4 If the Ngāi Te Rangi governance entity gives a notice of interest in a leaseback property in accordance with this part, it must, give the Crown written notice of whether or not it elects to purchase the property by no later than 15 business days after its transfer value being determined or agreed in accordance with this part.

EFFECT OF ELECTION TO PURCHASE

- 5.5 If the Ngāi Te Rangi governance entity gives an election notice electing to purchase a leaseback property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with this part, plus GST if any, on the terms in part 7 and under which:

5.5.1 on the DSP settlement date:

- (a) the Crown must transfer the property to the governance entity; and
- (b) the governance entity must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with this part, plus GST if any, by:
 - (i) bank cheque drawn on a registered bank and payable to the Crown; or

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5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

- (ii) another payment method agreed by the parties; and
- 5.5.2 the parties must, by or on the DSP settlement date, sign the Crown leaseback (being a registrable lease of the property):
- (a) commencing on the actual TSP settlement date; and
 - (b) at an initial annual rent determined by multiplying the transfer value of the property by the percentage specified in clause 2.2 of the Crown leaseback to the Ministry of Education (plus GST, if any, on the amount so determined); and
 - (c) on the terms provided in part 3 of the documents schedule for the leaseback.

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

B. DETERMINING THE TRANSFER VALUE OF A LEASEBACK PROPERTY

APPLICATION OF THIS SUBPART

- 5.6 This subpart provides how the transfer value of a leaseback property is to be determined or agreed after the Ngāi Te Rangi governance entity has given, in accordance with this part, a notice of interest in that property.
- 5.7 The market value is to be determined as at the notification date.

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR FOR A LEASEBACK PROPERTY

- 5.8 The parties, not later than 10 business days after the notification date:
- 5.8.1 must each:
- (a) instruct a valuer using the form of instructions in appendix 1; and
 - (b) give written notice to the other of the valuer instructed; and
- 5.8.2 may agree that the person to act as the valuation arbitrator in respect of the leaseback property be jointly appointed.
- 5.9 If paragraph 5.8.2 applies but the parties do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

- 5.10 Each valuer must be a registered valuer.
- 5.11 The valuation arbitrator:
- 5.11.1 must be suitably qualified and experienced in determining disputes about the market value of similar properties; and
- 5.11.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS FOR A LEASEBACK PROPERTY

- 5.12 Each party must, not later than:
- 5.12.1 50 business days after the notification date, provide a copy of its final valuation report to the other party; and
- 5.12.2 60 business days after the notification date, provide its valuer's written analysis report to the other party.

EFFECT OF NON-DELIVERY OF A VALUATION REPORT FOR A LEASEBACK PROPERTY

- 5.13 If only one valuation report for a leaseback property is delivered by the required date the transfer value of the property is the market value as assessed in the report, less 20%.

5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

EFFECT OF DELIVERY OF BOTH VALUATION REPORTS FOR A LEASEBACK PROPERTY

- 5.14 If both valuation reports for a leaseback property are delivered by the required date:
- 5.14.1 the parties must endeavour to agree in writing the transfer value of the leaseback property; and
 - 5.14.2 either party may, if the transfer value of the leaseback property is not agreed in writing within 70 business days after the notification date and if a valuation arbitrator has been appointed under paragraph 5.8.2 or paragraph 5.9, refer that matter to the determination of the valuation arbitrator; or
 - 5.14.3 if that agreement has not been reached within the 70 business day period but the valuation arbitrator has not been appointed under paragraph 5.8.2 or paragraph 5.9, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further 5 business days; and
 - 5.14.4 if paragraph 5.14.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further 5 business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
 - 5.14.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

VALUATION ARBITRATION

- 5.15 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date:
- 5.15.1 give notice to the parties of the arbitration meeting, which must be held:
 - (a) at a date, time and venue determined by the valuation arbitrator after consulting with the parties; and
 - (b) not later than 30 business days after the arbitration commencement date; and
 - 5.15.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable:
 - (a) each valuer; and
 - (b) any other person giving evidence.
- 5.16 Each party must:
- 5.16.1 not later than 5pm on the day that is 5 business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer:
 - (a) its valuation report; and

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5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

- (b) its submission; and
 - (c) any sales, rental or expert evidence that it will present at the meeting; and
- 5.16.2 attend the arbitration meeting with its valuer.
- 5.17 The valuation arbitrator must:
 - 5.17.1 have regard to the requirements of natural justice at the arbitration meeting; and
 - 5.17.2 no later than 50 business days after the arbitration commencement date, give his or her determination:
 - (a) of the market value of the leaseback property; and
 - (b) being no higher than the higher, and no lower than the lower, assessment of market value, contained in the parties' valuation reports.
- 5.18 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

TRANSFER VALUE AND INITIAL ANNUAL RENT

- 5.19 In relation to a leaseback property the transfer value for the purposes of paragraph 5.5.1(b) is:
 - 5.19.1 determined under paragraph 5.13;
 - 5.19.2 agreed under paragraph 5.14.1;
 - 5.19.3 the market value determined by the valuation arbitrator under paragraph 5.17.2 less 20%; and
 - 5.19.4 the initial annual rent of the leaseback property is as set out in paragraph 5.5.2(b).

5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

C. GENERAL PROVISIONS

TIME LIMITS

- 5.20 Time is of the essence for the time limits in paragraphs 5.2 and 5.4.
- 5.21 In relation to the time limits in this part, other than those referred to in paragraph 5.20, each party must use reasonable endeavours to ensure:
- 5.21.1 those time limits are met and delays are minimised; and
 - 5.21.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

- 5.22 The valuation arbitrator's determination under subpart B is final and binding.

COSTS

- 5.23 In relation to the determination of the transfer value, of a leaseback property, each party must pay:
- 5.23.1 its costs; and
 - 5.23.2 half the costs of a valuation arbitration; or
 - 5.23.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

ENDING OF OBLIGATIONS

- 5.24 The Crown's obligations under this deed in relation to a leaseback property immediately cease if:
- 5.24.1 the Ngāi Te Rangi governance entity:
 - (a) does not give notice of interest in relation to the property in accordance with paragraph 5.2; or
 - (b) gives notice of interest in relation to the property in accordance with paragraph 5.2 but the Ngāi Te Rangi governance entity:
 - (i) gives an election notice under which it elects not to purchase the property; or
 - (ii) does not give an election notice in accordance with paragraph 5.4 electing to purchase the property; or
 - (c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 5.5; or
 - (d) does not comply with any obligation in relation to the property under subpart B; or

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5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

- 5.24.2 an agreement for the sale and purchase of the property is constituted under paragraph 5.5 and the agreement is cancelled in accordance with the terms of transfer in part 7.

5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

APPENDIX

[Note:

These instructions may be modified to apply to more than one leaseback property.]

[Valuer's name]

[Address]

Valuation instructions

INTRODUCTION

[Name] (the **governance entity**) has the right under a deed of settlement to purchase properties from **[name]** (the **land holding agency**).

This right is given by:

- (a) clause 6.9 of the deed of settlement; and
- (b) part 5 of the property redress schedule to the deed of settlement (**part 5**).

PROPERTY TO BE VALUED

The governance entity has given the land holding agency a notice of interest in purchasing:

[describe the property including its legal description]

PROPERTY TO BE LEASED BACK

If the governance entity purchases the property from the Crown, the governance entity will lease the property back to the Crown on the terms provided by the lease in part 3 of the documents schedule to the deed of settlement (the **agreed lease**).

As the agreed lease is a ground lease, the ownership of the improvements on the property (the **Lessee's improvements**), remains unaffected by the transfer.

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to:

- (a) part 5; and
- (b) the agreed lease of the property in part 3 of the documents schedule to the deed].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 5.

A term defined in the deed of settlement has the same meaning when used in these instructions.

The property is a leaseback property and subpart B of part 5 applies to its valuation.

5: RIGHT TO PURCHASE LEASEBACK PROPERTIES

ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property as at [**date**] (the **valuation date**), being the date the land holding agency received the notice of interest in the property from the governance entity.

As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (ie not including any Lessee's improvements).

The [land holding agency][governance entity][~~delete one~~] will require another registered valuer to assess the market value of the property as at the valuation date.

The two valuations are to enable the market value of the property, to be determined either:

- (a) by agreement between the parties; or
- (b) by arbitration.

The market value of the property so determined will be the basis of establishing the "transfer value" at which the governance entity may elect to purchase the property under part 5, plus GST if any.

VALUATION PROCESS

You must:

- (a) before inspecting the property, agree with the other valuer:
 - (i) the valuation method or methods applicable to the property; and
 - (ii) the comparable sales to be used in determining the value of the property; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections; and
- (d) by not later than 30 business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than 45 business days after the valuation date:
 - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than 55 business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property; and
- (g) by not later than 65 business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value; and

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
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- (h) if a consensus on market value is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings as required by us and the other party to agree the market value of the property; and
- (j) participate in any arbitration process required under subpart BC to determine the market value of the property.

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that:

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is:

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards; and
- (b) to take into account:
 - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
 - (ii) the terms of the agreed lease; and
 - (iii) the attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
 - (iv) the terms of transfer in part 7 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of the settling group.

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards, including:

- (a) an executive summary, containing a summary of:
 - (i) the valuation; and
 - (ii) the key valuation parameters; and

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
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- (iii) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the land value; and
- (c) a clear statement as to any impact of:
 - (i) the disclosed encumbrances; and
 - (ii) the agreed lease; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out:
 - (i) a statement of the valuation methodology and policies; and
 - (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart B.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

ACCEPTANCE OF THESE INSTRUCTIONS FOR A PROPERTY THAT IS A SCHOOL SITE

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

- (a) 30 business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) 45 business days after the valuation date, to:
 - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to us; and
- (c) 55 business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and
- (d) 65 business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
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ACCESS

You should not enter on to *[insert name(s) of school site(s)]* without first arranging access through the Ministry of Education *[give contact details]* and should not contact the school(s) directly.

OPEN AND TRANSPARENT VALUATION

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity and the land holding agency.

Yours faithfully

[Name of signatory]

[Position]

[Governance entity/Land holding agency][delete one

6 DEFERRED PURCHASE

A. RIGHT OF PURCHASE

APPLICATION OF THIS PART

- 6.1 This part 6 applies to the deferred selection property known as Bell Road and listed in table 4B of part 4 of this schedule, referred to in this part as the "deferred selection property".

NOTICE OF INTEREST

- 6.2 The Ngā Pōtiki governance entity may, for two years after the settlement date, give the Crown a written notice of interest in purchasing the deferred selection property.

EFFECT OF NOTICE OF INTEREST

- 6.3 If the Ngā Pōtiki governance entity gives, in accordance with this part, a notice of interest in the deferred selection property:

6.3.1 the Crown must, not later than 10 business days after the notification date, give the Ngā Pōtiki governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and

6.3.2 the property's transfer value must be determined or agreed in accordance with subpart B.

ELECTION TO PURCHASE

- 6.4 If the Ngā Pōtiki governance entity gives a notice of interest in accordance with this part, it must, by not later than 15 business days after its transfer value being determined or agreed in accordance with this part, give the Crown written notice of whether or not it elects to purchase the property.

EFFECT OF ELECTION TO PURCHASE

- 6.5 If the Ngā Pōtiki governance entity gives an election notice electing to purchase the deferred selection property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with this part, plus GST if any, on the terms in part 7 and under which:

6.5.1 on the DSP settlement date:

- (a) the Crown must transfer the property to the Ngā Pōtiki governance entity; and

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- (b) the Ngā Pōtiki governance entity must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with this part, plus GST if any, by:
 - (i) bank cheque drawn on a registered bank and payable to the Crown; or
 - (ii) another payment method agreed by the parties.

6: DEFERRED PURCHASE

**B. DETERMINING THE TRANSFER VALUE OF
THE DEFERRED SELECTION PROPERTY**

APPLICATION OF THIS SUBPART

6.6 This subpart provides how the transfer value of the deferred selection property is to be determined or agreed after the Ngā Pōtiki governance entity has given, in accordance with this part, a notice of interest in that property.

6.7 The market value is to be determined as at the notification date.

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

6.8 The parties, not later than 10 business days after the notification date:

6.8.1 must each:

- (a) instruct a valuer using the form of instructions in appendix 1; and
- (b) give written notice to the other of the valuer instructed; and

6.8.2 agree upon and jointly appoint one person to act as the valuation arbitrator.

6.9 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 6.8.2, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR FOR ALL PROPERTIES

6.10 Each valuer must be a registered valuer.

6.11 The valuation arbitrator:

6.11.1 must be suitably qualified and experienced in determining disputes about:

- (a) the market value of similar properties; and
- (b) if applicable, the market rental of similar properties; and

6.11.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS

6.12 Each valuer must:

6.12.1 not later than 30 business days after the notification date prepare a draft valuation report in accordance with the valuation instructions; and

6.12.2 not later than 50 business days after the notification date provide a copy of his or her final valuation report to:

- (a) each party; and
- (b) the other valuer.

6: DEFERRED PURCHASE

EFFECT OF DELIVERY REPORTS

6.13 If only one valuation report is delivered by the required date the transfer value of the property is the market value as assessed in the report.

6.14 If both valuation reports are delivered by the required date:

6.14.1 the parties must endeavour to agree in writing the transfer value of the deferred selection property; and

6.14.2 either party may, if the transfer value of the deferred selection property is not agreed in writing within 70 business days after the notification date refer that matter to the determination of the valuation arbitrator.

VALUATION ARBITRATION

6.15 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date:

6.15.1 give notice to the parties of the arbitration meeting, which must be held:

(a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but

(b) not later than 30 business days after the arbitration commencement date; and

6.15.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable:

(a) each valuer; and

(b) any other person giving evidence.

6.16 Each party must:

6.16.1 not later than 5pm on the day that is 5 business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer:

(a) its valuation report;

(b) its submission; and

(c) any sales, rental, or expert evidence that it will present at the meeting; and

6.16.2 attend the arbitration meeting with its valuer.

6.17 The valuation arbitrator must:

6.17.1 have regard to the requirements of natural justice at the arbitration meeting; and

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6.17.2 no later than 50 business days after the arbitration commencement date, give his or her determination:

- (a) of the market value of the deferred selection property; and
- (b) being no higher than the higher, and no lower than the lower, assessment of market value contained in the parties' valuation reports.

6.18 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

TRANSFER VALUE

6.19 The transfer value of the deferred selection property for the purposes of paragraph 6.5.1(b) is:

- 6.19.1 determined under paragraph 6.13; or
- 6.19.2 agreed under paragraph 6.14; or
- 6.19.3 the market value determined by the valuation arbitrator under paragraph 6.17.

6: DEFERRED PURCHASE

C. GENERAL PROVISIONS

TIME LIMITS

6.20 Time is of the essence for the time limits in paragraphs 6.2 and 6.4.

6.21 In relation to the time limits in this part, other than those referred to in paragraph 6.20, each party must use reasonable endeavours to ensure:

6.21.1 those time limits are met and delays are minimised; and

6.21.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

DETERMINATION FINAL AND BINDING

6.22 The valuation arbitrator's determination under subpart B is final and binding.

COSTS

6.23 In relation to the determination of the transfer value of a separate valuation property, each party must pay:

6.23.1 its costs; and

6.23.2 half the costs of a valuation arbitration; or

6.23.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

ENDING OF OBLIGATIONS

6.24 The Crown's obligations under this deed in relation to the deferred selection property immediately cease if:

6.24.1 the Ngā Pōtiki governance entity:

(a) does not give notice of interest in relation to the property in accordance with paragraph 6.2; or

(b) gives notice of interest in relation to the property in accordance with paragraph 6.2 but the Ngā Pōtiki governance entity:

(i) gives an election notice under which they elect not to purchase the property; or

(ii) does not give an election notice in accordance with paragraph 6.4 electing to purchase the property; or

(c) gives the Crown written notice that they are not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 6.5; or

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(d) does not comply with any obligation in relation to the property under subpart B; or

6.24.2 an agreement for the sale and purchase of the property is constituted under paragraph 6.5 and the agreement is cancelled in accordance with the terms of transfer in part 7.

6: DEFERRED PURCHASE

APPENDIX 1

[These instructions may be modified to apply to more than one separate valuation property.]

[Valuer's name]

[Address]

Valuation instructions

INTRODUCTION

[Name] (the Ngā Pōtiki governance entity) has the right under a deed of settlement to purchase properties from [name] (the land holding agency).

This right is given by:

- (a) clause 6.12 of the deed of settlement; and
- (b) part 6 of the property redress schedule to the deed of settlement (**part 6**).

PROPERTY TO BE VALUED

The Ngā Pōtiki governance entity has given the land holding agency a notice of interest in purchasing:

[describe the property including its legal description]

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to part 6.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 6.

A term defined in the deed of settlement has the same meaning when used in these instructions.

The property is a separate valuation property for the purposes of part 6. Subpart B of part 6 applies to the valuation of separate valuation properties.

ASSESSMENT OF MARKET VALUE REQUIRED

You are required to undertake a valuation to assess the market value of the property as at [date] (the valuation date), being the date the land holding agency received the notice of interest in the property from the Ngā Pōtiki governance entity.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

6: DEFERRED PURCHASE

The [land holding agency][Ngā Pōtiki governance entity][~~delete one~~] will require another registered valuer to assess the market value of the property [,and its market rental,] as at the valuation date.

The two valuations are to enable the market value of the property[, and its market rental,] to be determined either:

- (a) by agreement between the parties; or
- (b) by arbitration.

The market value of the property so determined will be the basis of establishing the "transfer value" at which the Ngā Pōtiki governance entity may elect to purchase the property under part 6, plus GST if any.

VALUATION PROCESS

You must:

- (a) before inspecting the property, agree with the other valuer:
 - (i) the valuation method or methods applicable to the property; and
 - (ii) the comparable sales [, and comparable market rentals,] to be used in determining the value of the property [and its market rental]; and
- (b) inspect the property, where practical together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections; and
- (d) by not later than 30 business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than 50 business days after the valuation date:
 - (iii) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (iv) deliver a copy of your final valuation report to both parties and the valuer instructed by the other party; and
- (f) participate in any arbitration process required under subpart B to determine the market value [, and the market rental,] of the property.

REQUIREMENTS FOR YOUR VALUATION

Our requirements for your valuation are as follows.

You are to assume that:

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

6: DEFERRED PURCHASE

Your valuation is:

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards; and
- (b) to take into account:
 - (i) any encumbrances, interests or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
 - (ii) the attached disclosure information about the property that has been given by the land holding agency to the Ngā Pōtiki governance entity, including the disclosed encumbrances; and
 - (iii) the terms of transfer in part 7 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the Ngā Pōtiki governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of the settling group; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards, including:

- (a) an executive summary, containing a summary of:
 - (i) the valuation; and
 - (ii) the key valuation parameters; and
 - (iii) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the land value; and
- (c) a clear statement as to any impact of the disclosed encumbrances; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out:
 - (i) a statement of the valuation methodology and policies; and
 - (ii) relevant market and sales information.

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

6: DEFERRED PURCHASE

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart B.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

- (a) 30 business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) 50 business days after the valuation date, to:
 - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation to both parties and the valuer instructed by the other party.

OPEN AND TRANSPARENT VALUATION

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the valuation, together with the responses, to the Ngā Pōtiki governance entity and the land holding agency.

Yours faithfully

[Name of signatory]

[Position]

[Ngā Pōtiki governance entity/Land holding agency] [delete one]

7 TERMS OF TRANSFER FOR COMMERCIAL PROPERTIES AND PURCHASED DEFERRED SELECTION PROPERTIES

APPLICATION OF THIS PART

- 7.1 This part applies to the transfer by the Crown to the relevant governance entity of the following properties (a **transfer property**):
- 7.1.1 each commercial property referred to under clause 6.6; and
 - 7.1.2 each purchased deferred selection property under paragraphs 5.5 and 6.5.
- 7.2 References to the **relevant governance entity** shall be read to mean the governance entity specified in the "relevant governance entity" column in the tables in parts 3 and 4 of this schedule.

TRANSFER

- 7.3 The Crown must transfer the fee simple estate in a transfer property to the relevant governance entity:
- 7.3.1 subject to, and where applicable with the benefit of:
 - (a) the disclosed encumbrances affecting or benefiting the property (as they may be varied by a non-material variation, or a material variation entered into under paragraph 7.19.4(a));and
 - (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 7.19.4(b); and
 - 7.3.2 if the property is a leaseback property, subject to the Crown leaseback in relation to the property.
- 7.4 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the relevant governance entity.

POSSESSION

- 7.5 Possession of a transfer property must, on the TSP settlement date for the property:
- 7.5.1 be given by the Crown; and
 - 7.5.2 taken by the relevant governance entity; and
 - 7.5.3 be vacant possession subject only to:
 - (a) any encumbrances referred to in paragraph 7.3.1 that prevent vacant possession being given and taken; and
 - (b) if the property is a leaseback property, the Crown leaseback.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

7: TERMS OF TRANSFER FOR COMMERCIAL PROPERTIES AND
PURCHASED DEFERRED SELECTION PROPERTIES

SETTLEMENT

- 7.6 Subject to paragraphs 7.7 and 7.39.2, the Crown must provide the relevant governance entity with the following in relation to a transfer property on the TSP settlement date for that property:
- 7.6.1 evidence of:
- (a) a registrable transfer instrument; and
 - (b) any other registrable instrument required by this deed in relation to the property;
- 7.6.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the TSP settlement date.
- 7.7 If the fee simple estate in the transfer property may be transferred to the relevant governance entity electronically under the relevant legislation:
- 7.7.1 paragraph 7.6.1 does not apply; and
- 7.7.2 the Crown must ensure its solicitor:
- (a) a reasonable time before the TSP settlement date for the property:
 - (i) creates electronically a Landonline workspace for the transfer to the relevant governance entity of the fee simple estate in the property and for any other registrable instruments required by this deed in relation to the property (**electronic instruments**); and
 - (ii) prepares, certifies, signs and pre-validates in the Landonline workspace the electronic instruments; and
 - (b) on the TSP settlement date, releases the electronic instruments so that the relevant governance entity's solicitor may submit them for registration under the relevant legislation; and
- 7.7.3 the relevant governance entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs, as required, the electronic instruments for the property prepared in the Landonline workspace under paragraph 7.7.2(a)(ii); and
- 7.7.4 paragraphs 7.7.2 and 7.7.3 are subject to paragraph 7.39.2.
- 7.8 The **relevant legislation** for the purposes of paragraph 7.6 is:
- 7.8.1 the Land Transfer Act 1952; and
- 7.8.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.

**NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE**

**7: TERMS OF TRANSFER FOR COMMERCIAL PROPERTIES AND
PURCHASED DEFERRED SELECTION PROPERTIES**

- 7.9 The Crown must, on the actual TSP settlement date for a transfer property, provide the relevant governance entity with any key or electronic opener to a gate or door on, and any security code to an alarm for, the property that are held by the Crown unless:
- 7.9.1 the property is a leaseback property; and
 - 7.9.2 to provide it would be inconsistent with the Crown leaseback.
- 7.10 The transfer value of, or the amount payable by the relevant governance entity for, a transfer property is not affected by:
- 7.10.1 a non-material variation, or a material variation entered into under paragraph 7.19.4(a), of a disclosed encumbrance affecting or benefiting the property; or
 - 7.10.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 7.19.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 7.11 If, as at the actual TSP settlement date for a transfer property:
- 7.11.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the relevant governance entity must pay the amount of the excess to the Crown; or
 - 7.11.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the relevant governance entity.
- 7.12 The outgoings for a transfer property for the purposes of paragraph 7.11 do not include insurance premiums and the relevant governance entity is not required to take over from the Crown any contract of insurance in relation to the property.
- 7.13 An amount payable under paragraph 7.11 in relation to a transfer property must be paid on the actual TSP settlement date for the property.
- 7.14 The Crown must, before the actual TSP settlement date for a transfer property, provide the relevant governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 7.11.

FIXTURES, FITTINGS AND CHATTELS

- 7.15 The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 7.16 Paragraph 7.15 does not apply to the Lessee's improvements located on a leaseback property.
- 7.17 Fixtures and fittings transferred under paragraph 7.15 must not be mortgaged or charged.
- 7.18 The transfer of a transfer property does not include chattels.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

7: TERMS OF TRANSFER FOR COMMERCIAL PROPERTIES AND
PURCHASED DEFERRED SELECTION PROPERTIES

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

7.19 The Crown must, during the transfer period for a transfer property:

7.19.1 ensure the property is maintained in substantially the same condition, fair wear and tear excepted, as it was in at the first day of the period; and

7.19.2 pay the charges for electricity, gas, water and other utilities that the Crown owes as owner of the property, except where those charges are payable by a tenant or occupier to the supplier; and

7.19.3 ensure the Crown's obligations under the Building Act 2004 are complied with in respect of any works carried out on the property during the period:

(a) by the Crown; or

(b) with the Crown's written authority; and

7.19.4 obtain the prior written consent of the relevant governance entity before:

(a) materially varying a disclosed encumbrance affecting or benefiting the property; or

(b) entering into an encumbrance affecting or benefiting the property; or

(c) procuring a consent, providing a waiver, or giving an approval, that materially affects the property, under the Resource Management Act 1991 or any other legislation; and

7.19.5 use reasonable endeavours to obtain permission for the relevant governance entity to enter and inspect the property under paragraph 7.19.2 if the relevant governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 7.3, but

in the case of a leaseback property these obligations are modified to the extent necessary to ensure they do not add to, or vary, the obligations of the Crown under the Crown leaseback as if it applied during the transfer period.

7.20 The relevant governance entity, during the transfer period in relation to a transfer property:

7.20.1 must not unreasonably withhold or delay any consent sought under paragraph 7.19.4 in relation to the property; and

7.20.2 may enter and inspect the property on one occasion:

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 7.3; and

7.20.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

NGĀI TE RANGI AND NGĀ PŌTIKI DEED OF SETTLEMENT:
PROPERTY REDRESS SCHEDULE

7: TERMS OF TRANSFER FOR COMMERCIAL PROPERTIES AND
PURCHASED DEFERRED SELECTION PROPERTIES

OBLIGATIONS AFTER SETTLEMENT

7.21 The Crown must:

- 7.21.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property; and
- 7.21.2 if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property:
 - (a) comply with it; or
 - (b) provide it promptly to the relevant governance entity or its solicitor; or
- 7.21.3 pay any penalty incurred by the relevant governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 7.21.2.

RISK AND INSURANCE

7.22 A transfer property is at the sole risk of:

- 7.22.1 the Crown, until the actual TSP settlement date for the property; and
- 7.22.2 the relevant governance entity, from the actual TSP settlement date for the property.

DAMAGE AND DESTRUCTION

7.23 Paragraphs 7.24 to 7.32 apply if, before the actual TSP settlement date for a transfer property:

- 7.23.1 the property is destroyed or damaged; and
- 7.23.2 the destruction or damage has not been made good.

7.24 Paragraph 7.25 applies if as a result of the destruction or damage, the transfer property is not tenatable.

7.25 Where this paragraph applies:

- 7.25.1 the relevant governance entity may cancel its transfer by written notice to the Crown; or
- 7.25.2 the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback property.

7.26 Notice under paragraph 7.25 must be given before the actual TSP settlement date.

7.27 Paragraph 7.28 applies if:

- 7.27.1 despite the destruction or damage, the transfer property is tenatable; or
- 7.27.2 as a result of the damage or destruction, the transfer property is not tenatable, but its transfer is not cancelled under paragraph 7.25 before the actual TSP settlement date.

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- 7.28 Where this paragraph applies:
- 7.28.1 the relevant governance entity must complete the transfer of the property in accordance with this deed; and
 - 7.28.2 the Crown must pay the relevant governance entity:
 - (a) the amount by which the value of the property has diminished, as at the actual TSP settlement date for the property, as a result of the destruction or damage;
 - (b) plus GST if any.
- 7.29 The value of the property for the purposes of paragraph 7.28.2 is to be its transfer value.
- 7.30 An amount paid by the Crown under paragraph 7.28.2 is a partial refund of the purchase price if it relates to the destruction or damage of a transfer property.
- 7.31 Each party may give the other notice:
- 7.31.1 requiring a dispute as to the application of paragraphs 7.23 to 7.30 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
 - 7.31.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 7.32 If a dispute as to the application of paragraphs 7.23 to 7.30 is not determined by the TSP settlement date, that date is to be the date the parties must comply with their obligations on the transfer of the property.

BOUNDARIES AND TITLE

- 7.33 The Crown is not required to point out the boundaries of a transfer property.
- 7.34 If a transfer property is subject only to the encumbrances referred to in paragraph 7.3 and, if the property is a leaseback property, the Crown leaseback, the governance entity:
- 7.34.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and
 - 7.34.2 may not make any objections to, or requisitions on, it.
- 7.35 An error or omission in the description of a transfer property or its title does not annul its transfer.

FENCING

- 7.36 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence, in which case the provisions of the Fencing Act 1978 will prevail.

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- 7.37 Paragraph 7.36 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.
- 7.38 The Crown may require a fencing covenant to the effect of paragraphs 7.36 and 7.37 to be registered against the title to a transfer property.

DELAYED TRANSFER OF TITLE

- 7.39 The Crown covenants for the benefit of the relevant governance entity that it will:
- 7.39.1 arrange for the creation of a computer freehold register for the land of a transfer property for land that:
 - (a) is not contained in a computer freehold register; or
 - (b) is contained in a computer freehold register or registers but together with other land; and
 - 7.39.2 transfer (in accordance with paragraph 7.6 or 7.7, whichever is applicable) the fee simple estate in a transfer property to which paragraph 7.39.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than:
 - (a) in relation to that commercial property described as 3 Rata Street in part 3 of this schedule, by the TSP settlement date for that property; and
 - (b) in relation to the deferred selection properties, five years after the TSP settlement date for those properties.
- 7.40 If paragraph 7.39.1 applies to a transfer property, and paragraph 7.7 is applicable, the relevant governance entity must comply with its obligations under paragraph 7.7.3 by a date specified by written notice by the Crown.
- 7.41 The covenant given by the Crown under paragraph 7.39 has effect and is enforceable, despite:
- 7.41.1 being positive in effect; and
 - 7.41.2 there being no dominant tenement.
- 7.42 If paragraph 7.39 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the relevant governance entity:
- 7.42.1 the governance entity will be the beneficial owner of the property; and
 - 7.42.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the relevant governance entity on the actual TSP settlement date; and
 - 7.42.3 the relevant governance entity may not serve a settlement notice under paragraph 7.45.

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INTEREST

- 7.43 If for any reason (other than the default of the Crown) all or any of the amount payable by the relevant governance entity to the Crown in relation to a transfer property is not paid on the TSP settlement date:
- 7.43.1 the Crown is not required to give possession of the property to the relevant governance entity; and
 - 7.43.2 the relevant governance entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the TSP settlement date to the actual TSP settlement date.
- 7.44 Paragraph 7.43 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

SETTLEMENT NOTICE

- 7.45 If, without the written agreement of the parties, settlement of a transfer property is not effected on the TSP settlement date:
- 7.45.1 either party may at any time after the TSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
 - 7.45.2 the settlement notice is effective only if the party serving it is:
 - (a) ready, able, and willing to effect settlement in accordance with the settlement notice; or
 - (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
 - 7.45.3 upon service of a settlement notice, the party on which it is served must effect settlement within 10 business days after the date of service (excluding the date of service); and
 - 7.45.4 time is of the essence under paragraph 7.45.3; and
 - 7.45.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by clause 6.6, paragraph 5.5 or 6.5 (as the case may be).
- 7.46 Paragraph 7.45, and the exercise of rights under it, is without prejudice to any other rights or remedies, at law, in equity, or otherwise, that the party not in default may have.

FURTHER ASSURANCES

- 7.47 Each party must, at the request of the other, sign and deliver any further documents or assurances, and do all acts and things that the other may reasonably require to give full force and effect to this part.

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NON-MERGER

- 7.48 On transfer of a transfer property to the relevant governance entity:
- 7.48.1 the provisions of this part will not merge; and
 - 7.48.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

GST

- 7.49 No later than 10 working days before the settlement date of any transfer property to be transferred to the relevant governance entities, the relevant governance entities must provide the Crown with the following information in relation to the factual situation that will exist at the relevant settlement date/s for such properties, and must warrant the correctness of that information:
- 7.49.1 the relevant trustees' GST registration number (if any); and
 - 7.49.2 whether or not the relevant trustees are:
 - (a) a registered person for GST purposes;
 - (b) intend to use the property for the purposes of making taxable supplies; and
 - (c) intend to use the property as a principal place of residence for the relevant trustees under section 2A(1)(c) of the Goods and Services Tax Act 1985.
- 7.50 If the information provided by the relevant trustees under paragraph 7.49 in relation to a transfer property alters before the relevant settlement date, the relevant trustees must immediately notify the Crown of how that information has altered, and warrant the correctness of that altered information.
- 7.51 If the information provided under paragraph 7.49 (as altered by any alteration under paragraph 7.50) indicates that, at the relevant settlement date, each of the following statements is correct and the supply of the relevant transfer property is a taxable supply by the Crown, the parties agree that GST will apply to the property at the rate of zero percent:
- 7.51.1 the relevant trustees are a registered person for GST purposes;
 - 7.51.2 the relevant trustees intend to use the property for the purpose of making taxable supplies; and
 - 7.51.3 the relevant trustees do not intend to use the property as a principal place of residence of the trustees or a person associated with the trustees under section 2A(1)(c) of the Goods and Services Tax Act 1985.

8 NOTICE IN RELATION TO CULTURAL REDRESS, COMMERCIAL AND DEFERRED SELECTION PROPERTIES

8.1 If this schedule requires the relevant governance entity to give notice to the Crown in relation to or in connection with a cultural redress property, a commercial property, or a deferred selection property, the relevant governance entity must give the notice in accordance with part 4 of the general matters schedule, except the notice must be addressed to the land holding agency for the property at its address or facsimile number provided:

8.1.1 in paragraph 8.2; or

8.1.2 if the land holding agency has given notice to the relevant governance entity of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.

8.2 Until any other address or facsimile number of a land holding agency is given by notice to the relevant governance entity, the address of each land holding agency is as follows for the purposes of giving notice to that agency in accordance with this part.

Land holding agency	Address and facsimile number
Department of Conservation	Conservation House - Whare Kaupapa Atawhai 13-32 Manners Street P O Box 10420 Wellington Fax: +64 4 381 3057
Land Information New Zealand (LINZ)	Level 7, Radio New Zealand House 155 The Terrace Private Bag 5501 Wellington Fax: +64 4 472 2244
Ministry of Education	Level 3, National Office 45-47 Pipitea Street PO Box 1666 Thorndon Wellington 6011 Fax: +64 4 463 8001
Ministry of Justice (Office of Treaty Settlements)	Level 3, The Justice Centre 19 Aitken Street DX SX 10111 Wellington Fax: +64 4 494 9801

9 DEFINITIONS

9.1 In this schedule, unless the context otherwise requires, **party** means each of the relevant governance entities and the Crown.

9.2 In this deed, unless the context otherwise requires:

arbitration meeting in relation to the determination of the market value and/or market rental of a separate valuation property, means the meeting notified by the valuation arbitrator under:

- (a) paragraph 5.15.1, in relation to a leaseback property; and
- (b) paragraph 6.15.1, in relation to the deferred selection property described in table 4B of this schedule; and

acquired property has the meaning given to it by paragraph 1.2.1; and

actual TSP settlement date in relation to a transfer property, means the date on which settlement of the property takes place; and

arbitration commencement date in relation to the determination of the market value of:

- (a) a leaseback property, means the date specified by the valuation arbitrator in accordance with paragraph 5.14.5; and
- (b) the deferred selection property described in table 4B of this schedule, means the date the determination is referred to the valuation arbitrator under paragraph 6.13.2; and

Crown leaseback means, in relation to a leaseback property, the lease to be entered into by the governance entity and the Crown under clause 6.10; and

deferred selection property means each property described in part 4; and

DSP settlement date means, in relation to a purchased deferred selection property, the date that is 40 business days after the Crown receives an election notice from the relevant governance entity electing to purchase the property; and

disclosed encumbrance, in relation to a transfer property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure information about the property; and

disclosure information has the meaning given to it by paragraph 1.2.2; and

election notice in relation to:

- (a) a leaseback property, means a notice given by the Ngāi Te Rangi governance entity in accordance with paragraph 5.4 of this schedule; and

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(b) the deferred selection property described in table 4B of part 4 of this schedule, means a notice given by the Ngā Pōtiki governance entity in accordance with paragraph 6.4 of this schedule; and

initial annual rent in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement as set out in paragraph 5.5.2(b); and

leaseback property means each property listed in the table in part 4A of the property redress schedule; and

Lessee's improvements, in relation to a leaseback property has the meaning given to it in the Crown leaseback for the property; and

market value in relation to:

(a) the leaseback properties, has the meaning provided in the valuation instruction in appendix 1 to part 4 of this schedule; and

(b) the deferred selection property described in table 4B of part 4 of this schedule, has the meaning provided in the valuation instructions appendix 1 to part 6 of this schedule; and

notice of interest in relation to:

(a) a leaseback property, means a notice given by the Ngāi Te Rangi governance entity under paragraph 5.2 of this schedule; and

(b) the deferred selection property described in table 4B of this schedule, means a notice given by the Ngā Pōtiki governance entity under paragraph 6.2 of this schedule; and

notification date, in relation to a deferred selection property, means the date that the Crown receives a notice of interest in the property from the relevant governance entity; and

registered bank has the meaning given to it by section 2(1) of the Reserve Bank of New Zealand Act 1989; and

registered valuer means a person registered as a valuer with the Valuers Act 1948; and

relevant governance entity has the meaning given to it in paragraph 6.1 of the general matters schedule; and

separate valuation property means:

(a) in relation to part 5, the leaseback properties; and

(b) in relation to part 6, the deferred selection property described in table 4B of part 4 of this schedule; and

school site means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

settlement notice has the meaning given to it by paragraph 7.45.1; and

9: DEFINITIONS

terms of transfer means the terms of transfer set out in part 7; and

transfer property has the meaning given to it by paragraph 7.1; and

transfer period means, in relation to:

- (a) a commercial property the period from the date of this deed to its actual TSP settlement date; and
- (b) a deferred selection property, the period from the notification date for that property to its actual TSP settlement date; and

transfer value, in relation to:

- (a) a commercial property means the amount payable by the relevant governance entity for the transfer of the property as specified in the table in part 3 of this schedule; and
- (b) a leaseback property, as agreed or determined under part 5; and
- (c) the deferred selection property described in table 4B of part 4 of this schedule, as agreed or determined under part 6; and

TSP settlement date means, in relation to:

- (a) a commercial property, the commercial property settlement date (as defined in paragraph 6.1 of the general matters schedule); and
- (b) a purchased deferred selection property, the DSP settlement date for that property; and

valuation arbitrator, means the person appointed under paragraph 5.8.2 or 5.9, or 5.14.3 or 5.14.4, 6.8.2 or 6.9 (as the case may be) in relation to the determination of its market value; and

valuation date, in relation to a deferred selection property, means the notification date in relation to the property.