

**TUMUAKI**  
**and**  
**NGĀTI HAUĀ**  
**and**  
**THE TRUSTEES OF THE NGĀTI HAUĀ IWI TRUST**  
**and**  
**THE CROWN**

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**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 trustees about the redress properties, by the provision of information by the Office of Treaty Settlements to Koning Webster Lawyers and the negotiators between 23 March 2013 and 28 June 2013; and
  - 1.1.2 must under paragraph 7.2.1 provide information to the trustees about a deferred selection property, if the trustees have, in accordance with part 7, given the Crown notice of interest in purchasing the property; and
  - 1.1.3 must under paragraph 8.9.1 or 8.10.1 provide information to the trustees about a second right of deferred purchase property, if the trustees have, in accordance with part 8, given the Crown notice of interest in purchasing the property.

### WARRANTY

- 1.2 In this deed, unless the context otherwise requires, -
- 1.2.1 **acquired property** means -
    - (a) each redress property; and
    - (b) each early release cultural property; and
    - (c) each purchased deferred selection property; and
    - (d) each purchased second right of deferred purchase 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 trustees that the Crown has given to the trustees 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.

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*[Signature]*

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**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.

**INSPECTION**

- 1.6 In paragraph 1.7, **relevant date** means, in relation to an acquired property that is -
- 1.6.1 a redress property, the date of this deed; and
- 1.6.2 an early release cultural property, the date of this deed; and
- 1.6.3 a purchased deferred selection property, or a purchased second right of deferred purchase property, the day on which the trustee 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 trustees acknowledge that they could, before the relevant date, -
- 1.7.1 inspect the property and determine its state and condition; and
- 1.7.2 consider the disclosure information in relation to it.

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## 2 VESTING OF VESTED 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 vested cultural redress property in accordance with its existing practices for the property; and
  - 2.1.2 maintain each vested 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 vested cultural redress property that is not managed and administered by the Crown; or
  - 2.2.2 require the Crown to restore or repair a vested 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 vested cultural redress property for the trustees or members of Ngāti Hauā.

### COMPLETION OF REQUIRED DOCUMENTATION

- 2.4 Any documentation, required by the settlement documentation to be signed by the trustees in relation to the vesting of a vested cultural redress property, must, on or before the settlement date, be -
- 2.4.1 provided by the Crown to the trustees; and
  - 2.4.2 duly signed and returned by the trustees.

### 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 vested 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 vested cultural redress property in the trustees.

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### 3 EARLY RELEASE CULTURAL PROPERTIES

Address	Description	Encumbrances	Land Holding Agency
1199 Maungakawa Road, Te Miro	0.4046 hectares, more or less, being Section 33 Te Miro Township. All computer freehold register 450839.		Ministry of Justice (Office of Treaty Settlements)
53 Firth Street, Matamata	0.1272 hectares, more or less, being Section 8 Block II Matamata Township. All <i>Gazette</i> notice 6713865.1.	This property may be subject to a lease. The trustees will be consulted on the terms of the lease before it is entered into.	Ministry of Justice (Office of Treaty Settlements)
72 Firth Street, Matamata	0.8522 hectares, more or less, being Lot 4 DPS 86435. All computer freehold register SA68B/781.	Subject to a Consent Notice B624139.1 pursuant to Section 221 Resource Management Act 1991.  Subject to a lease 6104208.1 held in CIR 167675 in favour of Stanley Management Services Limited.	Ministry of Justice (Office of Treaty Settlements)
	0.2380 hectares, more or less, being Lot 6 DPS 86435. All computer freehold register SA68B/782.	Subject to an unregistered lease in favour of Robert Calvin Henderson, Sandra Henderson & Noble & Lee Trustees Limited.	
Former Mangateparu School, Morrinsville-Tahuna Road, Mangateparu	2.0234 hectares, more or less, being Section 61 Mangateparu Settlement. All computer freehold register 252703.	Subject to an unregistered licence to occupy in favour of Piako Community Whanau Trust.	Ministry of Justice (Office of Treaty Settlements)

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## 4 COMMERCIAL REDRESS PROPERTIES AND SCHOOL HOUSE SITE

### SUBPART A: COMMERCIAL REDRESS PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency
Firth Primary School and Matamata Intermediate School Shared site*	0.3480 hectares, more or less, being Section 2 SO 59780. Balance <i>Gazette</i> notice H289409.	Subject to a right to drain sewage easement over Section 2 SO 59780 in favour of Section 1 SO 59780 (Area 'A' on SO 59780) to be formalised before the settlement date.	\$1,080,000	Ministry of Education
	6.3902 hectares, more or less, being Part Lot 3 DP 15176. All Proclamation S94175.  0.1012 hectares, more or less, being Part Lots 8 and 9 DP 27301. All <i>Gazette</i> notice H075207.			
Morrinsville College site*	3.2375 hectares, approximately, being Part Motumaoho 2. All <i>Gazette</i> notice H136321.		\$1,995,000  Provided however, if clause 7.11 applies the transfer value is \$2,016,000	Ministry of Education
	4.6050 hectares, approximately, being Part Lot 1 DP 32457. Part computer freehold register SA2D/976 Subject to Survey**	Together with a right to carry and convey waste surface or stormwater created by Transfer S225414.  Together with a right to carry and convey water created by Transfer S225413.		

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**4: COMMERCIAL REDRESS PROPERTIES AND SCHOOL HOUSE SITE**

Address	Description	Encumbrances	Transfer value	Land holding agency
	2.4121 hectares, approximately, being Part Lot 7 DP 7445, Part Lot 1 DP 15432 and Part Lot 3 DP 1261. All Proclamation S209412. Subject to survey.			
Morrinsville Court House site*	0.0787 hectares, more or less, being Section 2 SO 59450. All computer freehold register SA52D/318		\$315,000	Ministry of Justice
			<b>Total transfer values</b>	
			\$3,390,000	

**SUBPART B: MORRINSVILLE COLLEGE SCHOOL HOUSE SITE**

School House Site	
Name/Address	Description
Morrinsville College School House site	0.1 hectares approximately - subject to ground verification, being Part Lot 1 DP 32457. Part computer freehold register SA2D/976, as shown bordered yellow on the Morrinsville College School House site diagram in the attachments.  Related School: the property described as Morrinsville College site, above.

\* Indicates the property is a leaseback property.

\*\* Description is subject to clauses 7.10 to 7.13.



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## 5 DEFERRED SELECTION PROPERTIES

LAND HOLDING AGENCY: Ministry of Justice (Office of Treaty Settlements)		
Address or other Description	Legal Description	Valuation Process
Avenue Road South to Canada Street, Morrinsville	4.7861 hectares, more or less, being Lots 4, 5 and 6 DPS 86414 and Lots 1 and 4 DPS 89006. All computer freehold register SA70C/604.	To be separately valued.
Young Street/ Terrace Avenue, Morrinsville	0.0969 hectares, more or less, being Lot 24 DPS 4354. Part Gazette notice S465906.	To be jointly valued.

LAND HOLDING AGENCY: Land Information New Zealand		
Address or other Description	Legal Description	Valuation Process
Dunlop Road, Waharoa - LIPS 16329	4.9250 hectares, more or less, being Parts Matamata North 2D3. All computer freehold register 263485.	To be separately valued.
Seddon Street, Waharoa - LIPS 11001	0.4627 hectares, more or less, being Lot 1 DPS 86557. All computer freehold register SA68B/943. 0.1097 hectares, more or less, being Lot 2 DPS 86557. All computer freehold register SA68B/944.	To be jointly valued.
Dunlop Road, Waharoa - LIPS 11005	0.3279 hectares, approximately, being the land shown marked L on SO 58561. Subject to survey.	To be jointly valued.
Dunlop Road, Waharoa - LIPS 11007	0.3122 hectares, approximately, being the land shown marked M on SO 58561. Subject to survey.	To be jointly valued.

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## 6 SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES

### SUBPART A: SECOND RIGHT OF DEFERRED PURCHASE TE AROHA PROPERTY

LAND HOLDING AGENCY: Ministry of Justice (Office of Treaty Settlements)		
Address or other Description	Legal Description	Valuation Process
Former School House, Stanley Road, Te Aroha	2.9236 hectares, more or less, being Lots 1 and 2 Section 20 Block XI Aroha Survey District and Part Sections 112 and 116 Block XI Aroha Survey District. All computer freehold register 71328.	To be separately valued.

### SUBPART B: SECOND RIGHT OF DEFERRED PURCHASE TURANGAOMOANA/MATAMATA PROPERTIES

LAND HOLDING AGENCY: New Zealand Police		
Address or other Description	Legal Description	Valuation Process
Matamata Police Station	0.2024 hectares, more or less, being Sections 18 and 19 Block VIII Matamata Township. All computer freehold register SA62D/738.	To be separately valued.

LAND HOLDING AGENCY: Ministry of Justice (Office of Treaty Settlements)		
Address or other Description	Legal Description	Valuation Process
Former Turangaomoana School, Corner Tower and Mowbray Roads, Turangaomoana	0.5666 hectares, more or less, being Section 45 Matamata Settlement. All computer freehold register 38973.	To be jointly valued.
9 Inaka Place, Matamata	0.1267 hectares, more or less, being Lots 90 and 91 DPS 22548. All computer freehold register SA51B/246.	To be separately valued.

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## 7 RIGHT TO PURCHASE DEFERRED SELECTION PROPERTIES

### NOTICE OF INTEREST

- 7.1 The trustees may, for six months after the settlement date, give the Crown a written notice of interest in purchasing a deferred selection property being each property described in part 5 of the property redress schedule.

### EFFECT OF NOTICE OF INTEREST

- 7.2 If the trustees give, in accordance with this part, a notice of interest in a deferred selection property -
- 7.2.1 the Crown must, not later than 10 business days after the notification date, give the trustees all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and
- 7.2.2 the property's transfer value must be determined or agreed in accordance with subpart A of part 9, if it is a joint valuation DSP property, or subpart B of part 9, if it is a separate valuation DSP property

### ELECTION TO PURCHASE

- 7.3 If the trustees give a notice of interest in a deferred selection property in accordance with this part, they must give the Crown written notice of whether or not they elect to purchase the property (including, if the notice elects to purchase the property, the GST information required by paragraphs 10.48 and 10.49), by not later than 15 business days after its transfer value being determined or agreed in accordance with part 9.

### EFFECT OF ELECTION TO PURCHASE

- 7.4 If the trustees give an election notice electing to purchase a 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 its transfer value determined or agreed in accordance with part 9, plus GST if any, on the terms in part 10 and under which on the DSP settlement date -
- 7.4.1 the Crown must transfer the property to the trustees; and
- 7.4.2 the trustees must pay to the Crown an amount equal to the transfer value of the property determined or agreed in accordance with part 9, plus GST if any, by –
- (a) bank cheque drawn on a registered bank and payable to the Crown; or
- (b) another payment method agreed by the parties.

### TIME LIMITS

- 7.5 Time is of the essence for the time limits in paragraphs 7.1 and 7.3.

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**7: RIGHT TO PURCHASE DEFERRED SELECTION PROPERTIES**

7.6 In relation to the time limits in this part, other than those referred to in paragraph 7.5, each party must use reasonable endeavours to ensure -

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

7.6.2 in particular, if a valuer or a valuation arbitrator appointed under part 9 is unable to act, a replacement is appointed as soon as is reasonably practicable.

**DETERMINATION FINAL AND BINDING**

7.7 The valuer's determination, and any valuation arbitrator's determination, under part 9 are final and binding.

**COSTS**

7.8 In relation to the determination of -

7.8.1 the transfer value of a joint valuation DSP property, the Crown must pay the valuer's costs; and

7.8.2 the transfer value of a separate valuation DSP property, each party must pay-

(a) its costs; and

(b) half the costs of a valuation arbitration; or

(c) 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**

7.9 The Crown's obligations under this deed in relation to a deferred selection property immediately cease if -

7.9.1 the trustees -

(a) do not give notice of interest in relation to the property in accordance with paragraph 7.1; or

(b) give notice of interest in relation to the property in accordance with paragraph 7.1 but the trustees -

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

(ii) do not give an election notice in accordance with paragraph 7.3 electing to purchase the property; or

(c) give 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 7.4; or

(d) do not comply with any obligation in relation to the property under part 9; or

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**7: RIGHT TO PURCHASE DEFERRED SELECTION PROPERTIES**

7.10 an agreement for the sale and purchase of the property is constituted under paragraph 7.4 and the agreement is cancelled in accordance with the terms of transfer in part 10.

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## 8 RIGHT TO PURCHASE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES

### DEFINITIONS

8.1 In this deed -

- 8.1.1 **available second right of deferred purchase property** means a second right of deferred purchase property in relation to which the Crown has given notice under paragraph 8.3, or paragraph 8.4, as the case may be; and
- 8.1.2 **effective SRDPP notice of interest** means a notice of interest in an available second right of deferred purchase property under paragraph 8.7 that complies with paragraph 8.8; and
- 8.1.3 **effective SRDPP purchase notice** means a notice electing to purchase a selected second right of deferred purchase property under paragraph 8.12 that complies with paragraph 8.13; and
- 8.1.4 **second right of deferred purchase Te Aroha property** means the property described in subpart A of part 6; and
- 8.1.5 **second right of deferred purchase Turangaomoana/Matamata property** means each property described in subpart B of part 6; and
- 8.1.6 **selected second right of deferred purchase property** means an available second right of deferred purchase property in relation to which an effective SRDPP notice of interest has been given.

### COMING INTO EFFECT OF THIS PART

8.2 This part comes into effect, in relation to -

- 8.2.1 the second right of deferred purchase Te Aroha property, if and when the Crown has entered into a deed with each of the iwi of Hauraki settling the historical claims of that iwi and a deed with the Hauraki Collective (each of those deeds a **Hauraki deed of settlement**) and the last settlement date under those deeds has occurred; and
- 8.2.2 a second right of deferred purchase Turangaomoana/Matamata property, if and when the Crown enters into a Ngāti Hinerangi deed of settlement and the settlement date occurs under that deed.

### NOTICE OF AVAILABLE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES

#### *Second right of deferred purchase Te Aroha property*

8.3 The Crown must give notice to the trustees that the second right of deferred purchase Te Aroha property is available under this part, if -

- 8.3.1 this part has come into effect in relation to the property under paragraph 8.2.1; and

**NGĀTI HAUĀ DEED OF SETTLEMENT:  
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**8: RIGHT TO PURCHASE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES**

- 8.3.2 none of the Hauraki deeds of settlement provide redress, or provide for redress under the settlement legislation to be made under any of them, in relation to the property; or
- 8.3.3 all redress in relation to the property under all of the Hauraki deeds of settlement, and under all settlement legislation made under them, ends without the fee simple estate in the property being transferred or vested, under that redress.

***Second right of deferred purchase Turangaomoana/Matamata property***

- 8.4 The Crown must give notice to the trustees that a second right of deferred purchase Turangaomoana/Matamata property is available under this part, if -
- 8.4.1 this part has come into effect in relation to the property under paragraph 8.2.2; and
- 8.4.2 the Ngāti Hinerangi deed of settlement does not provide redress, or provide for redress under the Ngāti Hinerangi settlement legislation, in relation to the property; or
- 8.4.3 all redress in relation to the property under the Ngāti Hinerangi deed of settlement, and the Ngāti Hinerangi settlement legislation, ends without the fee simple estate in part of, or all of, that property being transferred or vested under that redress.
- 8.5 The parties acknowledge that -
- 8.5.1 the Crown is required to give notice under paragraph 8.4 that the Matamata police station is available under this part only if it is to be a leaseback property, which is at the Crown's sole discretion; and
- 8.5.2 to avoid doubt, Matamata police station ceases to be a second right of deferred purchase property, and the Crown's obligations under this deed in relation to it, immediately cease if it is not required for police purposes.

**TIMING OF NOTICE**

- 8.6 The Crown must give notice under -
- 8.6.1 paragraph 8.3, as soon as reasonably practicable after paragraph 8.3.1, and paragraph 8.3.2 or 8.3.3, as the case may be, apply; and
- 8.6.2 paragraph 8.4, as soon as reasonably practicable after paragraph 8.4.1, and paragraph 8.4.2 or 8.4.3, as the case may be, from time to time apply.

**NOTICE OF INTEREST**

- 8.7 If the Crown gives notice under paragraph 8.3 or 8.4 of an available second right of deferred purchase property, the trustees may give one notice of interest in relation to that property.

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**NGĀTI HAUĀ DEED OF SETTLEMENT:  
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**8: RIGHT TO PURCHASE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES**

**EFFECTIVE SRDPP NOTICE OF INTEREST**

- 8.8 For the notice of interest in relation to an available second right of deferred purchase property given under paragraph 8.7 to be effective, the notice must be -
- 8.8.1 given to the Crown not later than 30 business days after the date the Crown gave notice under paragraph 8.3, or paragraph 8.4, as the case may be, in relation to that property; and
  - 8.8.2 signed by three of the trustees.

**EFFECT OF EFFECTIVE SRDPP NOTICE OF INTEREST IN PROPERTIES OTHER THAN MATAMATA POLICE STATION**

- 8.9 The following provisions apply if an effective SRDPP notice of interest in relation to an available second right of deferred purchase property is given, unless the property is the Matamata police station:
- 8.9.1 the Crown must, not later than 21 business days after the date of receiving the effective SRDPP notice of interest, give to the trustees all material information that, to the best of the land holding agency's knowledge, is in the agency's records, at the date of providing that information, about the property, including its encumbrances:
  - 8.9.2 the transfer value of that property must be agreed or determined in accordance with subpart A of part 9 if it is a joint valuation SRDPP property, or subpart B of part 9 if it is a separate valuation SRDPP property, unless the transfer value is agreed by the parties by the date that is 30 business days after the date the effective SRDPP notice of interest is received by the Crown.

**EFFECT OF EFFECTIVE SRPP NOTICE OF INTEREST IN MATAMATA POLICE STATION A LEASEBACK PROPERTY**

- 8.10 The following provisions apply if an effective SRDPP notice of interest in relation to the Matamata police station is given:
- 8.10.1 the Crown must, not later than 21 business days after the date of receiving the effective SRDPP notice, give to the trustees all material information that, to the best of the land holding agency's knowledge, is in the agency's records, at the date of providing that information about the Matamata police station, including its encumbrances:
  - 8.10.2 the parties must use their best endeavours to agree the terms and conditions (other than rental) of the leaseback for the Matamata police station within 30 business days after the date the effective SRDPP notice of interest was received by the Crown:
  - 8.10.3 the leaseback is to be a ground lease of the Matamata police station, ownership of improvements to remain unaffected by the transfer of the fee simple to the trustees:
  - 8.10.4 if the terms and conditions (other than rental) of the leaseback for the property are agreed within the time limit specified by paragraph 8.10.2, the transfer value, and/or the initial rental, of the property must be agreed or determined in

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**8: RIGHT TO PURCHASE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES**

accordance with part 9, unless the transfer value, and/or the initial rental, is agreed by the parties by the date that is 30 business days after the date the effective SRDPP notice of interest is received by the Crown.

- 8.11 The parties acknowledge that, if an effective SRDPP notice of interest in relation to the Matamata police station is given, the trustees' rights under this deed in relation to that property will end if the parties do not agree the terms and conditions (other than rental) of the leaseback for the property within the time limit specified by paragraph 8.10.2.

**NOTICE ELECTING TO PURCHASE**

- 8.12 After the transfer value of a selected second right of deferred purchase property (and, if it is the Matamata police station, its initial annual rental) is agreed or determined in accordance with paragraph 8.9.2, or paragraph 8.10.4, as the case may be, one notice electing to purchase the property may be given.

**EFFECTIVE SRDPP NOTICE TO PURCHASE**

- 8.13 For the notice electing to purchase a selected second right of deferred purchase property to be effective, the notice must -

8.13.1 be given to the Crown, not later than 15 business days after the date the transfer value of the property (and, if it is the Matamata police station, its initial annual rental) is agreed or determined in accordance with paragraph 8.9.2 or paragraph 8.10.4, as the case may be; and

8.13.2 not relate to part of the property; and

8.13.3 include the GST information required by paragraphs 10.48 and 10.49; and

8.13.4 be signed by three of the trustees.

**EFFECT OF EFFECTIVE SRDPP PURCHASE NOTICE**

- 8.14 If an effective SRDPP purchase notice is given in relation to a purchased second right of deferred purchase property, -

8.14.1 the parties are to be treated as having entered into an agreement for the sale and purchase of the property; and

8.14.2 an agreement for sale and purchase of the purchased second right of deferred purchase property under paragraph 8.14.1 to be treated as -

(a) having been entered into on the date the effective SRDPP purchase notice in relation to the property was given to the Crown; and

(b) providing that -

(i) the terms in part 10 apply and, in particular, the Crown must transfer the fee simple estate in the property to the trustees; and

(ii) the trustees must, on the SRDPP settlement date for the property, pay the Crown the total transfer value of that property, plus GST if any; and

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**8: RIGHT TO PURCHASE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES**

(iii) the amount payable under paragraph (ii) is payable on the SRDPP settlement date for that property by -

(A) bank cheque drawn on a registered bank and payable to the Crown; or

(B) another payment method agreed in writing by the parties; and

8.14.3 in the case of the Matamata police station, the property must be leased back to the Crown, immediately after its transfer to the trustees, -

(a) on the terms and conditions agreed for the leaseback of that property under paragraph 8.10.2; and

(b) at an initial annual rent for the property agreed or determined under paragraph 8.10.4.

**TIME LIMITS**

8.15 Time is of the essence for the time limits set out in paragraphs 8.8.1, 8.10.2, and 8.13.1.

8.16 In relation to the time limits set out in this part and in part 9, other than those referred to in paragraph 8.15, the parties must use reasonable endeavours to ensure -

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

8.16.2 in particular, if a valuer or a valuation arbitrator appointed under part 9 is unable to act, a replacement is appointed as soon as is reasonably practicable.

**DETERMINATION FINAL AND BINDING**

8.17 The valuer's determination, and any valuation arbitrator's determination under part 9 are final and binding.

**COSTS**

8.18 In relation to the determination of -

8.18.1 the transfer value of a joint valuation SRDPP property, the Crown must pay the valuer's costs; and

8.18.2 the transfer value of a separate valuation SRDPP property, each party must pay -

(a) its costs; and

(b) half the costs of a valuation arbitrator; and

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

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**8: RIGHT TO PURCHASE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES**

**ENDING OF OBLIGATIONS**

8.19 The Crown's obligations under this deed in relation to -

8.19.1 a second right of deferred purchase Te Aroha property, or any part of it, immediately cease if -

- (a) a Hauraki deed of settlement, or the settlement legislation made under any of those deeds, provide redress in relation to that property, or that part of it; and
- (b) the fee simple estate in the property, or that part of it, is transferred or vested in accordance with the redress; and

8.19.2 a second right of deferred purchase Turangaomoana/Matamata property, or any part of it, cease if -

- (a) the Ngāti Hinerangi deed of settlement, or the Ngāti Hinerangi settlement legislation, provide redress in relation to that property, or that part of it; and
- (b) the fee simple estate in that property, or that part of it, is transferred or vested in accordance with the redress.

8.20 If the Crown gives notice under paragraph 8.3, or paragraph 8.4, in relation to an available second right of deferred purchase property, the Crown's obligations under this deed in relation to the property cease if -

8.20.1 an effective SRDPP notice of interest is not given in relation to the property; or

8.20.2 an effective SRDPP notice of interest is given in relation to the property, but an effective purchase notice is not given; or

8.20.3 in the case of the property being the Matamata police station, -

- (a) the leaseback for the Matamata police station is not agreed within 30 business days after the date the effective SRDPP notice of interest was received by the Crown; or
- (b) the property ceases to be required for police purposes; or

8.20.4 the trustees give the Crown written notice, at any time before an agreement for the sale and purchase of the property is constituted under this deed, that they will not be exercising their rights under this deed in relation to the property.

8.21 The Crown may, by notice to the trustees, terminate its obligations under this deed in relation to an available second right of deferred purchase property if -

8.21.1 the trustees do not comply with any obligation under parts 8 or 9; and

8.21.2 the Crown has given the trustees notice of at least five business days requiring the trustees to comply with that obligation.

*KH*



**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

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**8: RIGHT TO PURCHASE SECOND RIGHT OF DEFERRED PURCHASE PROPERTIES**

8.22 The Crown's obligations in relation to a selected second right of deferred purchase property immediately cease if -

8.22.1 an agreement for the sale and purchase of the property is constituted under this deed; and

8.22.2 the agreement is cancelled in accordance with part 10.

*RU*

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## 9 VALUATION PROCESS

### A DETERMINING THE TRANSFER VALUE OF JOINT VALUATION DSP AND SRDPP PROPERTIES

#### APPLICATION OF THIS SUBPART

- 9.1 This subpart provides how the transfer value of -
- 9.1.1 a joint valuation DSP property is to be determined, after the trustees have given, in accordance with part 7, a notice of interest in the property; and
  - 9.1.2 a joint valuation SRDPP property is to be determined, after the trustees have given, in accordance with part 8, an effective SRDPP notice of interest in relation to the property.
- 9.2 The market value is to be determined as at the notification date.

#### APPOINTMENT OF VALUER

- 9.3 The parties must, not later than 10 business days after the notification date, agree upon and jointly appoint a valuer.
- 9.4 If the parties do not jointly appoint a valuer in accordance with paragraph, either party may request the President of the New Zealand Institute of Valuers to appoint a valuer as soon as practicable.
- 9.5 The parties must, not later than 5 business days after the valuer's appointment, jointly instruct the valuer using the form of instructions in appendix 1 and, if the parties do not jointly instruct the valuer in accordance with this paragraph, either party may on behalf of both parties.

#### VALUER'S QUALIFICATIONS

- 9.6 The valuer must be -
- 9.6.1 a registered valuer; and
  - 9.6.2 independent; and
  - 9.6.3 experienced in determining the market value of similar properties.

#### VALUATION REPORT

- 9.7 The valuer must, not later than 50 business days after the notification date, -
- 9.7.1 prepare a valuation report in accordance with the instructions; and
  - 9.7.2 provide each party with a copy of the valuation report.

9: VALUATION PROCESS

**TRANSFER VALUE**

- 9.8 Unless the parties agree otherwise in writing, the transfer value of the joint valuation DSP property, or the joint valuation SRDPP property, as the case may be, for the purposes of paragraph 7.4.2, or paragraph 8.14.2(b)(ii), as the case may be, is as provided in the valuation report.

**B DETERMINING THE TRANSFER VALUE AND INITIAL ANNUAL RENT OF  
SEPARATE VALUATION DSP AND SRDPP PROPERTIES**

**APPLICATION OF THIS SUBPART**

- 9.9 This subpart provides how -
- 9.9.1 the transfer value of -
- (a) a separate valuation DSP property is to be determined after the trustees have given, in accordance with part 7, a notice of interest in the property; and
  - (b) a separate valuation SRDPP property is to be determined after the trustees have given, in accordance with part 8, a notice of interest in the property; and
- 9.9.2 if the property is a leaseback property, its initial annual rent is to be determined.
- 9.10 The market value, and if applicable the market rental, is to be determined as at the notification date.

**APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

- 9.11 The parties must, in relation to the separate valuation property, not later than 10 business days after the notification date, -
- 9.11.1 each instruct a valuer, using the form of instructions in appendix 2; and
  - 9.11.2 each give written notice to the other of the valuer instructed; and
  - 9.11.3 agree upon and jointly appoint one person to act as the valuation arbitrator.
- 9.12 If the parties do not jointly appoint a valuation arbitrator in accordance with paragraph 9.11.3, 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**

- 9.13 Each valuer must be a registered valuer.
- 9.14 The valuation arbitrator -
- 9.14.1 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
  - 9.14.2 is appointed when he or she confirms his or her willingness to act.

**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

**9: VALUATION PROCESS**

**VALUATION REPORTS**

- 9.15 Each valuer must, in relation to a separate valuation property -
- 9.15.1 not later than 30 business days after the notification date prepare a draft valuation report in accordance with the valuation instructions; and
  - 9.15.2 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.

**EFFECT OF DELIVERY OF A VALUATION REPORT FOR A PROPERTY**

- 9.16 If only one valuation report for a property is delivered by the required date, -
- 9.16.1 the transfer value of the property is the market value as assessed in the report; and
  - 9.16.2 if applicable, the initial annual rental of the property is the market rent, as assessed in the report.

**EFFECT OF DELIVERY OF BOTH VALUATION REPORTS**

- 9.17 If both valuation reports for a separate valuation property are delivered by the required date -
- 9.17.1 the parties must endeavour to agree in writing -
    - (a) the transfer value of the property; and
    - (b) if the property is a leaseback property, its initial annual rent; and
  - 9.17.2 either party may, if the transfer value of the property (and, in the case of a leaseback property, its initial annual rent) 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**

- 9.18 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, -
- 9.18.1 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



**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

**9: VALUATION PROCESS**

- 9.18.2 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.
- 9.19 Each party must -
- 9.19.1 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
  - (b) its submission; and
  - (c) any sales, rental, or expert evidence that it will present at the meeting; and
- 9.19.2 attend the arbitration meeting with its valuer.
- 9.20 The valuation arbitrator must -
- 9.20.1 have regard to the requirements of natural justice at the arbitration meeting; and
- 9.20.2 no later than 50 business days after the arbitration commencement date, give his or her determination -
- (a) of the market value of the separate valuation property; and
  - (b) if applicable, of its market rental; and
  - (c) being no higher than the higher, and no lower than the lower, assessment of market value, and/or market rental, as the case may be, contained in the parties' valuation reports.
- 9.21 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

**TRANSFER VALUE FOR PROPERTIES**

- 9.22 The transfer value of the separate valuation DSP property, or the separate valuation SRDPP property, as the case may be, for the purposes of paragraph 7.4.2, or paragraph 8.14.2(b)(ii), as the case may be, is -
- 9.22.1 determined under paragraph 9.16.1; or
- 9.22.2 agreed under paragraph 9.17.1; or
- 9.22.3 the market value determined by the valuation arbitrator under paragraph 9.20.2.

NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS

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9: VALUATION PROCESS

**INITIAL ANNUAL RENT**

9.23 If applicable, the initial annual rent for the purposes of paragraph 8.14.3(b) is -

9.23.1 determined under paragraph 9.16.2; or

9.23.2 agreed under paragraph 9.17.1; or

9.23.3 the market rental determined by the valuation arbitrator under paragraph 9.20.2.

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NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS

9: VALUATION PROCESS

APPENDIX 1

**[Note: These instructions may be modified to apply to more than one joint valuation DSP property or SRDPP property.]**

**[Valuer's name]**

**[Address]**

**Valuation instructions**

**INTRODUCTION**

The trustees of the Ngāti Hauā Iwi Trust (the **governance entity**) have the right under a deed of settlement to purchase properties from **[name]** (the **land holding agency**).

This right is given by:

- (a) clause [7.16][7.17] of the deed of settlement; and
- (b) part [7][8] of the property redress schedule to the deed of settlement (**part [7][8]**).

**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]*

**DEED OF SETTLEMENT**

A copy of the deed of settlement is enclosed.

Your attention is drawn to part [7][8].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part [7][8].

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

The property is a joint valuation [DSP][SRDPP] property for the purposes of part [7][8]. Subpart A of part 9 applies to the valuation of joint valuation [DSP][SRDPP] 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.

The market value of the property assessed by you will be the basis of establishing the transfer value at which the governance entity may elect to purchase the property under part [7][8], plus GST if any.

*KH*

*[Signature]*

9: VALUATION PROCESS

**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 attached disclosure information about the property that has been given by the land holding agency to the governance entity, including the disclosed encumbrances; and
  - (iii) the terms of transfer in part 10 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
  - (iii) the key variables affecting value; and
  - (iv) a detailed description, and a clear statement of the land value; and
- (b) a clear statement as to any impact of the disclosed encumbrances; and
- (c) details of your assessment of the highest and best use of the property; and
- (d) comment on the rationale of likely purchasers of the property; and

AKH



NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS

9: VALUATION PROCESS

- (e) a clear identification of the key variables which have a material impact on the valuation; and
- (f) full details of the valuation method or methods; and
- (g) 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**

By accepting these instructions, you agree to comply with these instructions and, in particular, prepare and provide a valuation report to the governance entity and the land holding agency not later than 50 business days after the valuation date.

**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]**

**[Name of signatory]**  
**[Position]**  
**[Land holding agency]**



NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS

9: VALUATION PROCESS

APPENDIX 2

**[Note: If these instructions apply to a non-leaseback property, references connected with a leaseback (including references to assessing the property's market rental) must be deleted.]**

**These instructions may be modified to apply to more than one separate DSP or SRDPP valuation property.]**

**[Valuer's name]**

**[Address]**

**Valuation instructions**

**INTRODUCTION**

The trustees of the Ngāti Hauā Iwi Trust (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 [7.16][[7.17] of the deed of settlement; and
- (b) part [7][8] of the property redress schedule to the deed of settlement (**part [7][8]**).

**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 attached lease (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 [7][8]; and
- (b) the agreed lease of the property].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part [7][8].

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**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

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**9: VALUATION PROCESS**

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

The property is a separate valuation [DSP][SRDPP] property for the purposes of part [7][8]. Subpart B of part 9 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 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 [,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 governance entity may elect to purchase the property under part [7][8], plus GST if any.

**[ASSESSMENT OF MARKET RENTAL REQUIRED**

You are also required to assess the market rental (exclusive of GST) for the property, as at the valuation date, being the rental payable from the commencement of the agreed lease.

The market rental for the property is to be the market rental payable under the agreed lease, being a ground lease. So it will be the rent payable for its land (ie excluding any Lessee's improvements).]

**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 together with the valuer appointed by the other party; and
- (c) attempt to resolve by the following day any matters or issues arising from your inspections; and

*JKH*

**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

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**9: VALUATION PROCESS**

- (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:
  - (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 both parties and the valuer instructed by the other party; and
- (f) participate in any arbitration process required under subpart C 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.

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 10 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; 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].

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**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

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**9: VALUATION PROCESS**

**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 market rental; and]
  - (iii) the key valuation parameters; and
  - (iv) 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 [,and tenants,] 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 C.

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 -

*JH*

*J*

NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS

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9: VALUATION PROCESS

- (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 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 governance entity and the land holding agency.

Yours faithfully

**[Name of signatory]**

**[Position]**

**[Governance entity/Land holding agency][delete one]**

*AK*

*[Signature]*

## 10 TERMS OF TRANSFER FOR TRANSFERRED COMMERCIAL PROPERTIES

### APPLICATION OF THIS PART

- 10.1 This part applies to the transfer by the Crown to the trustees of each of the following properties (a **transferred commercial property**):
- 10.1.1 each commercial redress property, under clause 7.1.2; and
  - 10.1.2 each purchased deferred selection property, under paragraph 7.4.1;
  - 10.1.3 each purchased second right of deferred purchase property, under paragraph 8.14.2(b)(i).

### TRANSFER

- 10.2 The Crown must transfer the fee simple estate in a transferred commercial property to the trustees -
- 10.2.1 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 10.18.4(a)); and
    - (b) any additional encumbrances affecting or benefitting the property entered into by the Crown under paragraph 10.18.4(b); and
    - (c) any additional encumbrance entered into by the Crown under clause 7.13.2; and
  - 10.2.2 if the property is a leaseback property, subject to the Crown leaseback in relation to the property.
- 10.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transferred commercial property to the trustees.

### POSSESSION

- 10.4 Possession of a transferred commercial property must, on the TSP settlement date for the property, -
- 10.4.1 be given by the Crown; and
  - 10.4.2 taken by the trustees; and
  - 10.4.3 be vacant possession subject only to -
    - (a) any encumbrances referred to in paragraph 10.2.1 that prevent vacant possession being given and taken; and
    - (b) if the property is a leaseback property, the Crown leaseback.

KK

**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

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**10: TERMS OF TRANSFER FOR TRANSFERRED COMMERCIAL PROPERTIES**

**SETTLEMENT**

- 10.5 Subject to paragraphs 10.6 and 10.38.2, the Crown must provide the trustees with the following in relation to a transferred commercial property on the TSP settlement date for that property:
- 10.5.1 evidence of -
- (a) a registrable transfer instrument; and
  - (b) any other registrable instrument required by this deed in relation to the property:
- 10.5.2 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.
- 10.6 If the fee simple estate in the transferred commercial property may be transferred to the trustees electronically under the relevant legislation, -
- 10.6.1 paragraph 10.5.1 does not apply; and
- 10.6.2 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 trustees 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 trustees' solicitor may submit them for registration under the relevant legislation; and
- 10.6.3 the trustees must ensure their solicitor, a reasonable time before the TSP settlement date, certifies and signs the electronic instruments for the property prepared in the Landonline workspace under paragraph 10.6.2(a)(ii); and
- 10.6.4 paragraphs 10.6.2 and 10.6.3 are subject to paragraph 10.38.2.
- 10.7 The **relevant legislation** for the purposes of paragraph 10.6 is -
- 10.7.1 the Land Transfer Act 1952; and
  - 10.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.

**NGĀTI HAUĀ DEED OF SETTLEMENT:  
PROPERTY REDRESS**

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**10: TERMS OF TRANSFER FOR TRANSFERRED COMMERCIAL PROPERTIES**

- 10.8 The Crown must, on the actual TSP settlement date for a transferred commercial property, provide the trustees 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 -
- 10.8.1 the property is a leaseback property; and
  - 10.8.2 to provide it would be inconsistent with the Crown leaseback.
- 10.9 The transfer value of, or the amount payable by the trustees for, a transferred commercial property is not affected by -
- 10.9.1 a non-material variation, or a material variation entered into under paragraph 10.18.4(a), of a disclosed encumbrance affecting or benefiting the property; or
  - 10.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 10.18.4(b); or
  - 10.9.3 any additional encumbrances entered into by the Crown under clause 7.13.2.

**APPORTIONMENT OF OUTGOINGS AND INCOMINGS**

- 10.10 If, as at the actual TSP settlement date for a transferred commercial property, -
- 10.10.1 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 trustees must pay the amount of the excess to the Crown; or
  - 10.10.2 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 trustees.
- 10.11 The outgoings for a transferred commercial property for the purposes of paragraph 10.10 do not include insurance premiums and the trustees are not required to take over from the Crown any contract of insurance in relation to the property.
- 10.12 An amount payable under paragraph 10.10 in relation to a transferred commercial property must be paid on the actual TSP settlement date for the property.
- 10.13 The Crown must, before the actual TSP settlement date for a transferred commercial property, provide the trustees with a written statement calculating the amount payable by the trustees or the Crown under paragraph 10.10.

**FIXTURES, FITTINGS, AND CHATTELS**

- 10.14 The transfer of a transferred commercial 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.

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- 10.15 Paragraph 10.14 does not apply to the Lessee's improvements located on a leaseback property.
- 10.16 Fixtures and fittings transferred under paragraph 10.14 must not be mortgaged or charged.
- 10.17 The transfer of a transferred commercial property does not include chattels.

**OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD**

- 10.18 The Crown must, during the transfer period for a transferred commercial property, -
- 10.18.1 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
- 10.18.2 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
- 10.18.3 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
- 10.18.4 obtain the prior written consent of the trustees 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
- 10.18.5 use reasonable endeavours to obtain permission for the trustees to enter and inspect the property under paragraph 10.19.2 if the trustees is prevented from doing so by the terms of an encumbrance referred to in paragraph 10.2, 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.

- 10.19 The trustees, during the transfer period in relation to a transferred commercial property, -
- 10.19.1 must not unreasonably withhold or delay any consent sought under paragraph 10.18.4 in relation to the property; and

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- 10.19.2 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 10.2; and
- 10.19.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

**OBLIGATIONS AFTER SETTLEMENT**

- 10.20 The Crown must -
- 10.20.1 give the relevant territorial authority notice of the transfer of a transferred commercial property immediately after the actual TSP settlement date for the property; and
  - 10.20.2 if it receives a written notice in relation to a transferred commercial 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 trustees or its solicitor; or
  - 10.20.3 pay any penalty incurred by the trustees to the person providing the written notice as a result of the Crown not complying with paragraph 10.20.2.

**RISK AND INSURANCE**

- 10.21 A transferred commercial property is at the sole risk of -
- 10.21.1 the Crown, until the actual TSP settlement date for the property; and
  - 10.21.2 the trustees, from the actual TSP settlement date for the property.

**DAMAGE AND DESTRUCTION**

- 10.22 Paragraphs 10.23 to 10.31 apply if, before the actual TSP settlement date for a transferred commercial property, -
- 10.22.1 the property is destroyed or damaged; and
  - 10.22.2 the destruction or damage has not been made good.
- 10.23 Paragraph 10.24 applies if the transferred commercial property is not tenantable, as a result of the destruction or damage.
- 10.24 Where this paragraph applies, -
- 10.24.1 the trustees may cancel the transfer of the transferred commercial property by written notice to the Crown; or

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- 10.24.2 the Crown may cancel the transfer of the transferred commercial property by written notice to the trustees, if the property is a leaseback property.
- 10.25 Notice under paragraph 10.24 must be given before the actual TSP settlement date.
- 10.26 Paragraph 10.27 applies if the transferred commercial property -
- 10.26.1 despite the destruction or damage, is tenatable; or
- 10.26.2 as a result of the damage or destruction, is not tenatable, but its transfer is not cancelled under paragraph 10.24 before the actual TSP settlement date.
- 10.27 Where this paragraph applies -
- 10.27.1 the trustees must complete the transfer of the transferred commercial property in accordance with this deed; and
- 10.27.2 the Crown must pay the trustees -
- (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; plus
- (b) GST if any.
- 10.28 The value of the property for the purposes of clause 10.27.2 is to be -
- 10.28.1 in the case of a commercial redress property, its transfer value as provided in part 4; or
- 10.28.2 in the case of a deferred selection property, its transfer value as determined or agreed in accordance with part 7; or
- 10.28.3 in the case of a second right of deferred purchase property, its transfer value as determined or agreed in accordance with part 8.
- 10.29 An amount paid by the Crown under paragraph 10.27.2 -
- 10.29.1 is redress, if it relates to the destruction or damage of a commercial redress property; and
- 10.29.2 is a partial refund of the purchase price if it relates to the destruction or damage of a deferred selection property or a second right of deferred purchase property.
- 10.30 Each party may give the other notice -
- 10.30.1 requiring a dispute as to the application of paragraphs 10.23 to 10.29 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

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- 10.30.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 10.31 If a dispute as to the application of paragraphs 10.23 to 10.29 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**

- 10.32 The Crown is not required to point out the boundaries of a transferred commercial property.
- 10.33 If a transferred commercial property is subject only to the encumbrances referred to in paragraph 10.2 and, if the property is a leaseback property, the Crown leaseback, the trustees -
- 10.33.1 are to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and
- 10.33.2 may not make any objections to, or requisitions on, it.
- 10.34 An error or omission in the description of a transferred commercial property, or its title, does not annul its transfer.

**FENCING**

- 10.35 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transferred commercial 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.
- 10.36 Paragraph 10.35 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transferred commercial property.
- 10.37 The Crown may require a fencing covenant to the effect of paragraphs 10.35 and 10.36 to be registered against the title to a transferred commercial property.

**DELAYED TRANSFER OF TITLE**

- 10.38 The Crown covenants for the benefit of the trustees that it will -
- 10.38.1 arrange for the creation of a computer freehold register for the land of a transferred commercial 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
- 10.38.2 transfer (in accordance with paragraph 10.5 or 10.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 10.38.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the actual TSP settlement date.

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- 10.39 If paragraph 10.38.2 applies to a transferred commercial property, and paragraph 10.6 is applicable, the trustees must comply with their obligations under paragraph 10.6.3 by a date specified by written notice to the Crown.
- 10.40 The covenant given by the Crown under paragraph 10.38 has effect and is enforceable, despite -
- 10.40.1 being positive in effect; and
- 10.40.2 there being no dominant tenement.
- 10.41 If paragraph 10.38 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transferred commercial property to the trustees -
- 10.41.1 the trustees will be the beneficial owner of the property; and
- 10.41.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the trustees on the actual TSP settlement date; and
- 10.41.3 the trustees may not serve a settlement notice under paragraph 10.44.

**INTEREST**

- 10.42 If for any reason (other than the default of the Crown) all or any of the amount payable by the trustees to the Crown in relation to a purchased deferred selection property, or a purchased second right of deferred purchase property, is not paid on the TSP settlement date -
- 10.42.1 the Crown is not required to give possession of the property to the trustees; and
- 10.42.2 the trustees 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.

**SETTLEMENT NOTICE**

- 10.43 Paragraph 10.44 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.
- 10.44 If, without the written agreement of the parties, settlement of a purchased deferred selection property, or a purchased second right of deferred purchase property, is not effected on the TSP settlement date -
- 10.44.1 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
- 10.44.2 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

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- (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
  - 10.44.3 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
  - 10.44.4 time is of the essence under paragraph 10.44.3; and
  - 10.44.5 if the party in default does not comply with the terms of a settlement notice, the other party may cancel the agreement constituted by paragraph 7.4 or paragraph 8.14.2, as the case may be.
- 10.45 Paragraph 10.44, 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**

- 10.46 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.

**NON-MERGER**

- 10.47 On transfer of a transferred commercial property to the trustees -
- 10.47.1 the provisions of this part will not merge; and
  - 10.47.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

**GST**

- 10.48 When the trustees give a written notice of election to purchase under part 7, or part 8, in relation to a deferred selection property or a second right of deferred purchase property, they must include in that notice the following information in relation to the factual situation that will exist at the TSP settlement date for that property, and they warrant the correctness of that information, -
- 10.48.1 the trustees GST registration number (if any); and
  - 10.48.2 whether or not the trustees are -
    - (a) a registered person for GST purposes; and
    - (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 trustees under section 2A(1)(c) of the Goods and Services Tax Act 1985.
- 10.49 If the information provided by the trustees under paragraph 10.48 in relation to a purchased deferred selection property or a purchased second right of deferred

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purchase property, alters before the relevant TSP settlement date, the trustees must immediately notify the Crown of how that information has altered and warrant the correctness of that altered information.

10.50 If the information provided under paragraph 10.48 (as altered by any alteration under paragraph 10.49) indicates that, at the relevant TSP settlement date, each of the following statements is correct and the supply of the relevant purchased deferred selection property, or purchased second right of deferred purchase, property is a taxable supply by the Crown, the parties agree that GST will apply to the property at the rate of zero percent -

10.50.1 the trustees are a registered person for GST purposes; and

10.50.2 the trustees intend to use the property for the purpose of making taxable supplies; and

10.50.3 the 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.

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## 11 NOTICE IN RELATION TO SETTLEMENT PROPERTIES

11.1 If this schedule requires the trustees to give notice to the Crown in relation to or in connection with a settlement property, the trustees 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 -

11.1.1 in paragraph 11.2; or

11.1.2 if the land holding agency has given notice to the trustees of a new address or facsimile number, in the most recent notice of a change of address or facsimile number.

11.2 Until any other address or facsimile number of a land holding agency is given by notice to the trustees, 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
Land Information New Zealand	Level 7, Radio New Zealand House 155 The Terrace PO Box 5501 Wellington 6145 Fax: (04) 472 2244
Ministry of Education	45-47 Pipitea Street PO Box 1666 Thorndon Wellington 6011 Fax: (04) 463 8001
Office of Treaty Settlements	Level 3, The Vogel Centre 19 Aitken Street DX SX 10111 Wellington Fax: (04) 494 9801
Department of Conservation	Conservation House – Whare Kaupapa Atawhai 18-32 Manners Street PO Box 10420 Wellington Fax: (04) 381 3057
New Zealand Police	Police National Headquarters PO Box 3017 Wellington Fax: (04) 498 7400

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## 12 DEFINITIONS

12.1 In this schedule, unless the context otherwise requires, **party** means each of the trustees and the Crown.

12.2 In this deed, unless the context otherwise requires, -

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

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

**Crown leaseback** means, in relation to -

( a) a leaseback commercial redress property, the lease to be entered into by the trustees and the Crown under clause 7.9; and

( b) a leaseback second right of deferred purchase property, the lease to be entered into by the trustees and the Crown under paragraph 8.14.3; and

**disclosed encumbrance**, in relation to a transferred commercial property, means an encumbrance affecting or benefiting the property that is disclosed in the disclosure

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

**DSP settlement date**, in relation to a purchased deferred selection property, means the date that is 20 business days after the Crown receives an election notice from the trustees electing to purchase the property; and

( **election notice** means a written notice given by the trustees in accordance with paragraph 7.3 or paragraph 8.12, as the case may be, electing whether or not to purchase a deferred selection property or a second right of deferred purchase property; and

( **initial annual rent** in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement as provided in the lease or determined or agreed in accordance with part 9, as the case may be; and

**joint valuation DSP property** means a deferred selection property that column 3 of part 5 provides is to be jointly valued; and

**joint valuation SRDPP property** means the second right of deferred purchase property that column 3 of part 6 provides is to be jointly valued; and

**leaseback commercial redress property** means each commercial redress property ; and

**leaseback second right of purchase property** means the second right of deferred purchase property that is Matamata police station if the Crown has given notice under paragraph 8.5 in relation to that property; and

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**leaseback property** means -

- (a) each leaseback commercial redress property; and
- (b) the leaseback second right of deferred purchase property, if Matamata police station is a leaseback second right of purchase property; 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 rental**, in relation to Matamata Police Station, a separate valuation property, has the meaning provided in the valuation instructions in appendix 2 to part 9; and

**market value**, in relation to -

- (a) a deferred selection property, has the meaning provided in the valuation instructions applicable to that property provided in the relevant appendix to part 9; and
- (b) a second right of deferred purchase property, has the meaning provided in the valuation instructions applicable to that property provided in the relevant appendix to part 9; and

**notice of interest**, in relation to a deferred selection property or a second right of deferred purchase property, means a notice given by the trustees under paragraph 7.1 or 8.7, as the case may be, in relation to the property; and

**notification date**, in relation to a deferred selection property or a second right of deferred purchase property, means the date that the Crown receives a notice of interest in the property from the trustees; 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

**separate valuation DSP property** means a deferred selection property that column 3 of part 5 provides is to be separately valued; and

**separate valuation SRDPP property** means a second right of deferred purchase property that column 3 of part 6 provides is to be separately valued; and

**settlement notice** has the meaning given to it by paragraph 10.44.1; and

**SRDPP settlement date**, in relation to a purchased second right of deferred purchase property, means the date that is 20 business days after the Crown receives an election notice from the trustees electing to purchase the property; and

**terms of transfer** means the terms of transfer set out in part 10; and

**transferred commercial property** has the meaning given to it by paragraph 10.1; and

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**transfer period** means, in relation to -

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

**transfer value**, in relation to a deferred selection property or a second right of purchase property, means the amount payable by the trustees for the transfer of the property determined or agreed in accordance with part 9; and

**TSP settlement date** means, in relation to -

- (a) a commercial redress property the 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 the property; and
- (c) a purchased second right of deferred purchase property, the SRDPP settlement date for the property; and

**valuation date**, in relation to a deferred selection property, or a second right of deferred purchase property, means the notification date in relation to the property.

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