

Ngāti Pūkenga
and
The Trustees of Te Tāwharau o Ngāti Pūkenga Trust
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
PROPERTY REDRESS

RAS

TABLE OF CONTENTS

1 DISCLOSURE INFORMATION AND WARRANTY..... 2

2 VESTING OF CULTURAL REDRESS PROPERTIES 4

3 COMMERCIAL REDRESS PROPERTIES..... 6

4 TERMS OF TRANSFER FOR COMMERCIAL REDRESS
PROPERTIES 9

5 NOTICE IN RELATION TO REDRESS PROPERTIES 17

6 DEFINITIONS..... 18

Rao *Ag*

1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

1.1 The Crown -

1.1.1 has provided information to Ngāti Pūkenga on the dates stated for the redress properties as follows:

- (a) the commercial redress properties on 30 October 2012; and
- (b) the cultural redress properties on the cultural redress properties disclosure date being that date that the disclosure information is supplied to Ngāti Pūkenga, being a date before the date of this deed.

WARRANTY

1.2 In this deed, unless the context otherwise requires, **disclosure information**, in relation to each redress property, means the information given by the Crown about the property referred to in paragraph 1.1.

1.3 The Crown warrants to the governance entity that the Crown has given to the governance entity in its disclosure information about each redress 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.

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 each redress 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

 2 

PROPERTY REDRESS

1: DISCLOSURE INFORMATION AND WARRANTY

- 1.4.2 the disclosure information about each redress property, including in relation to its completeness or accuracy.
- 1.5 The Crown has no liability in relation to the state or condition of each redress 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 the date of this deed.
- 1.7 Although the Crown is not giving any representation or warranty in relation to each redress property, other than under paragraph 1.3, the governance entity acknowledges that it 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.

Ras *My*

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 the governance entity or members of Ngāti Pūkenga.

COMPLETION OF REQUIRED DOCUMENTATION

- 2.4 Any documentation, required by the settlement documentation to be signed by the 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 governance entity; and
 - 2.4.2 duly signed and returned by the 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 governance entity.

 4 

PROPERTY REDRESS

2: VESTING OF CULTURAL REDRESS PROPERTIES

OBLIGATIONS AFTER SETTLEMENT DATE

- 2.6 The Crown must:
- 2.6.1 immediately after the settlement date, give the relevant territorial authority notice of the vesting of each cultural redress property; and
 - 2.6.2 if it receives after the settlement date a written notice in relation to a cultural redress property from the Crown, a territorial authority, or a tenant:
 - (a) comply with it; or
 - (b) provide it to the governance entity or its solicitor; or
 - 2.6.3 pay any penalty incurred by the governance entity as a result of the Crown not complying with paragraph 2.6.2 to the person who has given the written notice.

Ras 5

PROPERTY REDRESS

3 COMMERCIAL REDRESS PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency
447-479 Welcome Bay Road, Tauranga	17.9350 hectares, more or less, being Section 1 SO 59300.All Transfer 5774291.1.		NIL	Ministry of Justice (Office of Treaty Settlements)
15 Saltwood Lane, Bethlehem	0.0604 hectares, more or less, being Lot 6 DPS 72376. All Computer Freehold Register SA63B/228.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
10 Saltwood Lane, Bethlehem	0.0600 hectares, more or less, being Lot 11 DPS 72376. All Computer Freehold Register SA63B/233.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
14 Saltwood Lane, Bethlehem	0.0801 hectares, more or less, being Lot 9 DPS 72376. All Computer Freehold Register SA63B/231.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
19 Allington Place, Bethlehem	0.1331 hectares, more or less, being Lot 22 DPS 72376. All Computer Freehold Register SA63B/239.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	\$167,500	Ministry of Justice (Office of Treaty Settlements)
5 Allington Place, Bethlehem	0.1281 hectares, more or less, being Lot 19 DPS 72376. All Computer Freehold Register SA63B/236.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	\$178,500	Ministry of Justice (Office of Treaty Settlements)
6 Saltwood Lane, Bethlehem	0.0601 hectares, more or less, being Lot 13 DPS 72376. All Computer Freehold Register SA63B/235.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$120,500	Ministry of Justice (Office of Treaty Settlements)

Rao 6 *[Signature]*

PROPERTY REDRESS

3: COMMERCIAL REDRESS PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency
4 Allington Place, Bethlehem	0.0657 hectares, more or less, being Lot 28 DPS 72376. All Computer Freehold Register SA63B/245.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
17 Allington Place, Bethlehem	0.0642 hectares, more or less, being Lot 21 DPS 72376. All Computer Freehold Register SA63B/238.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
8 Saltwood Lane, Bethlehem	0.0601 hectares, more or less, being Lot 12 DPS 72376. All Computer Freehold Register SA63B/234.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
15 Allington Place, Bethlehem	0.0640 hectares, more or less, being Lot 20 DPS 72376. All Computer Freehold Register SA63B/237.	Subject to a Fencing Covenant in Transfer B392500. Subject to a Land Covenant in Transfer B392500.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
19 Saltwood Lane, Bethlehem	0.1210 hectares, more or less, being Lot 8 DPS 72376. All Computer Freehold Register SA63B/230.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$158,500	Ministry of Justice (Office of Treaty Settlements)
17 Saltwood Lane, Bethlehem	0.0607 hectares, more or less, being Lot 7 DPS 72376. All Computer Freehold Register SA63B/229.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$120,500	Ministry of Justice (Office of Treaty Settlements)
5 Saltwood Lane, Bethlehem	0.1205 hectares, more or less, being Lot 5 DPS 72376. All Computer Freehold Register SA63B/227.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$178,500	Ministry of Justice (Office of Treaty Settlements)


 Ras

PROPERTY REDRESS

3: COMMERCIAL REDRESS PROPERTIES

Address	Description	Encumbrances	Transfer value	Land holding agency
12 Saltwood Lane, Bethlehem	0.0569 hectares, more or less, being Lot 10 DPS 72376. All Computer Freehold Register SA63B/232.	Subject to a Fencing Covenant in Transfer B395554. Subject to a Land Covenant in Transfer B395554.	\$112,500	Ministry of Justice (Office of Treaty Settlements)
			Total transfer values	
			\$1,880,000.00	

Red 

4 TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES

APPLICATION OF THIS PART

- 4.1 This part applies to the transfer by the Crown to the governance entity of each commercial redress property except that paragraphs 4.9, 4.17.5, 4.18.2, 4.18.3, 4.21 to 4.30 do not apply to 447-479 Welcome Bay Road, Tauranga.

TRANSFER

- 4.2 The Crown must transfer the fee simple estate in a commercial redress property to the governance entity -

4.2.1 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 4.17.4(a)); and
- (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 4.17.4(b); and
- (c) any encumbrances in relation to that property that the governance entity is required to provide to the Crown on or by the settlement date.

- 4.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a commercial redress property to the governance entity.

POSSESSION

- 4.4 Possession of a commercial redress property must, on the settlement date for the property, -

4.4.1 be given by the Crown; and

4.4.2 taken by the governance entity; and

4.4.3 be vacant possession subject only to any encumbrances referred to in paragraph 4.2.1 that prevent vacant possession being given and taken.

SETTLEMENT

- 4.5 Subject to paragraphs 4.6 and 4.37, the Crown must provide the governance entity with the following in relation to a commercial redress property on the settlement date for that property:

4.5.1 evidence of -



9

PROPERTY REDRESS

4: TERMS OF TRANSFER

- (a) a registrable transfer instrument; and
 - (b) any other registrable instrument required by this deed in relation to the property:
- 4.5.2 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 settlement date.
- 4.6 If the fee simple estate in the commercial redress property may be transferred to the governance entity electronically under the relevant legislation, –
- 4.6.1 Paragraph 4.5 does not apply; and
 - 4.6.2 the Crown must ensure its solicitor, –
 - (a) a reasonable time before the settlement date for the property, –
 - (i) creates a Landonline workspace for the transfer to the governance entity of the fee simple estate in the property; and
 - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace the transfer instrument, and all other instruments, necessary, to effect the transfer electronically (the **electronic transfer instruments**); and
 - (b) on the settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and
 - 4.6.3 the governance entity must ensure its solicitor, a reasonable time before the settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 4.6.2(b); and
 - 4.6.4 paragraphs 4.6.2 and 4.6.3 are subject to paragraph 4.37.2.
- 4.7 The **relevant legislation** for the purposes of paragraph 4.6 is –
- 4.7.1 the Land Transfer Act 1952; and
 - 4.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 20002.
- 4.8 The Crown must, on the settlement date for a commercial redress property, provide the 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.
- 4.9 The transfer value of, or the amount payable by the governance entity for, a commercial redress property is not affected by –

PROPERTY REDRESS

4: TERMS OF TRANSFER

- 4.9.1 a non-material variation, or a material variation entered into under paragraph 4.17.4(a), of a disclosed encumbrance affecting or benefiting the property; or
- 4.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 4.17.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 4.10 If, as at the settlement date for a commercial redress property, -
 - 4.10.1 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 governance entity must pay the amount of the excess to the Crown; or
 - 4.10.2 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 governance entity.
- 4.11 The outgoings for a commercial redress property for the purposes of paragraph 4.10 do not include insurance premiums and the governance entity is not required to take over from the Crown any contract of insurance in relation to the property.
- 4.12 An amount payable under paragraph 4.10 in relation to a commercial redress property must be paid on the settlement date for the property.
- 4.13 The Crown must, before the settlement date for a commercial redress property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 4.10.

FIXTURES, FITTINGS, AND CHATTELS

- 4.14 The transfer of a commercial redress 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.
- 4.15 Fixtures and fittings transferred under paragraph 4.14 must not be mortgaged or charged.
- 4.16 The transfer of a commercial redress property does not include chattels.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

- 4.17 The Crown must, during the transfer period for a commercial redress property, -
 - 4.17.1 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

Rag 11 



PROPERTY REDRESS

4: TERMS OF TRANSFER

- 4.17.2 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
- 4.17.3 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
- 4.17.4 obtain the prior written consent of the 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
- 4.17.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 4.18.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 4.2.
- 4.18 The governance entity, during the transfer period in relation to a commercial redress property, -
- 4.18.1 must not unreasonably withhold or delay any consent sought under paragraph 4.17.4 in relation to the property; and
- 4.18.2 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 4.2; and
- 4.18.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

OBLIGATIONS AFTER SETTLEMENT

- 4.19 The Crown must –
- 4.19.1 give the relevant territorial authority notice of the transfer of a commercial redress property immediately after the settlement date for the property; and

 12 

PROPERTY REDRESS

4: TERMS OF TRANSFER


- 4.19.2 if it receives a written notice in relation to a commercial redress property from the Crown, a territorial authority, or a tenant after the settlement date for the property, -
- (a) comply with it; or
 - (b) provide it promptly to the governance entity or its solicitor; or
- 4.19.3 pay any penalty incurred by the governance entity to the person providing the written notice as a result of the Crown not complying with paragraph 4.19.2.

RISK AND INSURANCE

- 4.20 A commercial redress property is at the sole risk of -
- 4.20.1 the Crown, until the settlement date for the property; and
 - 4.20.2 the governance entity, from the settlement date for the property.

DAMAGE AND DESTRUCTION

- 4.21 Paragraphs 4.22 to 4.30 apply if, before the settlement date for a commercial redress property, -
- 4.21.1 the property is destroyed or damaged; and
 - 4.21.2 the destruction or damage has not been made good.
- 4.22 Paragraph 4.23 applies if the commercial redress property is not tenantable as a result of destruction or damage.
- 4.23 Where this paragraph applies, the governance entity may cancel its transfer by written notice to the Crown.
- 4.24 Notice under paragraph 4.23 must be given before the settlement date.
- 4.25 Paragraph 4.23 applies if the property is –
- 4.25.1 a commercial redress property, that -
 - (a) despite the destruction or damage, is tenantable; or
 - (b) as a result of the damage or destruction, is not tenantable, but its transfer is not cancelled under paragraph 4.23 before the settlement date.
- 4.26 Where this paragraph applies –

Rad 

PROPERTY REDRESS

4: TERMS OF TRANSFER

- 4.26.1 the governance entity must complete the transfer of the property in accordance with this deed; and
- 4.26.2 the Crown must pay the governance entity -
- (a) the amount by which the value of the property has diminished, as at the settlement date for the property, as a result of the destruction or damage;
 - (b) plus GST if any.
- 4.27 The value of the property for the purposes of paragraph 4.26.2 is to be its transfer value as provided in part 3 of this schedule.
- 4.28 Any amount paid by the Crown under paragraph 4.26.2 is redress, if it relates to the destruction or damage of a commercial redress property.
- 4.29 Each party may give the other notice -
- 4.29.1 requiring a dispute as to the application of paragraphs 4.23 to 4.28 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
 - 4.29.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 4.30 If a dispute as to the application of paragraphs 4.23 to 4.28 is not determined by the settlement date, that date is to be -
- 4.30.1 the fifth business day following the determination of the dispute; or
 - 4.30.2 if an arbitrator appointed under paragraph 4.29 so determines, another date including the original settlement date.

BOUNDARIES AND TITLE

- 4.31 The Crown is not required to point out the boundaries of a commercial redress property.
- 4.32 If a commercial redress property is subject only to the encumbrances referred to in paragraph 4.2 and the governance entity -
- 4.32.1 is to be treated as having accepted the Crown's title to the property as at the settlement date; and
 - 4.32.2 may not make any objections to, or requisitions on, it.
- 4.33 An error or omission in the description of a commercial redress property or its title does not annul its transfer.



PROPERTY REDRESS

4: TERMS OF TRANSFER

FENCING

- 4.34 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a commercial redress property and any contiguous land of the Crown, unless the Crown requires the fence.
- 4.35 Paragraph 4.34 does not continue for the benefit of a purchaser from the Crown of land contiguous to a commercial redress property.
- 4.36 The Crown may require a fencing covenant to the effect of paragraphs 4.34 and 4.35 to be registered against the title to a commercial redress property.

DELAYED TRANSFER OF TITLE

- 4.37 The Crown covenants for the benefit of the governance entity that it will –
- 4.37.1 arrange for the creation of one computer freehold register for the land of a commercial redress property for land that –
- (a) is not contained in one computer freehold register; or
 - (b) is contained in one computer freehold register but together with other land; and
- 4.37.2 transfer (in accordance with paragraph 4.5 or 4.6, whichever is applicable) the fee simple estate in a commercial redress property to which paragraph 4.37.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.
- 4.38 If paragraph 4.37.2 applies to a commercial redress property, and paragraph 4.6 is applicable, the governance entity must comply with its obligations under paragraph 4.6.3 by a date specified by written notice to the Crown.
- 4.39 If paragraph 4.37 applies then, for the period from the settlement date until the date that the Crown transfers the fee simple estate in the commercial redress property to the governance entity –
- 4.39.1 the governance entity will be the beneficial owner of the property; and
 - 4.39.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the settlement date; and

FURTHER ASSURANCES

- 4.40 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.



PROPERTY REDRESS

4: TERMS OF TRANSFER

NON-MERGER

4.41 On transfer of a commercial redress property to the governance entity -

4.41.1 the provisions of this part will not merge; and

4.41.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

5 NOTICE IN RELATION TO REDRESS PROPERTIES



5.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a redress property the 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 –

5.1.1 in paragraph 5.2; or

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

5.2 Until any other address or facsimile number of a land holding agency is given by notice to the 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 18-32 Manners Street PO Box 10420 Wellington 6140 Fax: +64 4 381 3057
Ministry of Justice (Office of Treaty Settlements)	Level 3 The Vogel Centre 19 Aitken Street SX10111 Wellington 6140 Fax: +64 4 494 9801

6 DEFINITIONS

6.1 In this schedule, unless the context otherwise requires, **party** means each of the governance entity and the Crown.

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

disclosed encumbrance, in relation to a commercial redress 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; and

settlement date means the settlement date (as defined in paragraph 4.1 of the general matters schedule); and

transfer period means the period from the date of this deed to its settlement date.