

**RONGOWHAKAATA**  
**INCLUDING NGA URI O TE KOOTI RIKIRANGI**  
**and**  
**THE TRUSTEES OF THE RONGOWHAKAATA SETTLEMENT TRUST**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**  
**PROPERTY REDRESS**

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PROPERTY REDRESS

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## PROPERTY REDRESS

### 1: DISCLOSURE INFORMATION AND WARRANTY

## 1 DISCLOSURE INFORMATION AND WARRANTY

### DISCLOSURE INFORMATION

#### 1.1 The Crown –

- 1.1.1 has provided information to Rongowhakaata about the redress properties set out in the schedule attached to the letter dated 28 February 2011 from Office of Treaty Settlements (Jane Fletcher) to Rongowhakaata (Meka Whaitiri, Stan Pardoe, Jody Wyllie); and
- 1.1.2 has provided information to Nga Uri o Te Kooti Rikirangi about Matawhero site A and Matawhero site B on 20 May 2011 from Office of Treaty Settlements (delivered by hand) to Nga Uri o Te Kooti Rikirangi's solicitors (Powell Webber and Associates); and
- 1.1.3 has provided information to Rongowhakaata about the London Street site attached to the letter dated 14 July 2011 from Office of Treaty Settlements (Clinton Geeves) to Rongowhakaata (Tutekawa Wyllie, Meka Whaitiri, Stan Pardoe, Jody Wyllie, Willie Te Aho, Albert Stewart); and
- 1.1.4 must, if 285 Palmerston Road is land banked and the Crown becomes the registered proprietor of this property, provide to Rongowhakaata all material information that, to the best of its knowledge, is in its records about 285 Palmerston Road, including its encumbrances, no later than 15 business days after the date that the property is land banked and the Crown is the registered proprietor of the property; and
- 1.1.5 must under paragraph 5.2.1 provide information to the governance entity about a deferred selection property if the governance entity has, in accordance with part 5, 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 purchased deferred selection property; and

##### 1.2.2 **disclosure information**, in relation to an acquired property, means the information given by the Crown about the property referred to in paragraph 1.1.

#### 1.3 The Crown warrants to the governance entity that the Crown has given to Rongowhakaata, or the governance entity, or Nga Uri o Te Kooti Rikirangi, as the



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## PROPERTY REDRESS

### 1: DISCLOSURE INFORMATION AND WARRANTY

case may be, 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.

#### 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 a purchased deferred selection property, the day on which the governance entity gives an election notice electing to purchase the property.
- 1.7 Although the Crown is not giving any representation or warranty in relation to an acquired property, other than under paragraph 1.3, the governance entity acknowledges that it could, before the relevant date, –
- 1.7.1 inspect the property and determine its state and condition; and



PROPERTY REDRESS

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1: DISCLOSURE INFORMATION AND WARRANTY

1.7.2 consider the disclosure information in relation to it.

1.8 To avoid doubt, this part does not apply to the transfer of Opou Station.

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## PROPERTY REDRESS

### 2: VESTING OF CULTURAL REDRESS PROPERTIES

## 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

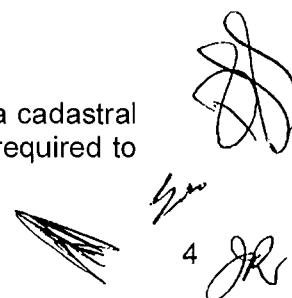
- 2.3 The Crown is not required to enable access to a cultural redress property for the governance entity, or members of Rongowhakaata, or for the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust (in respect of Matawhero site A and Matawhero site B only).

### COMPLETION OF DOCUMENTATION

- 2.4 Any documentation, required by the settlement documentation to be signed by the governance entity or by the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust (as the case may be) 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 or to the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust (as the case may be); and
  - 2.4.2 duly signed by the governance entity or the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust (as the case may be) and returned by the governance entity or by the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust (as the case may be).

### 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



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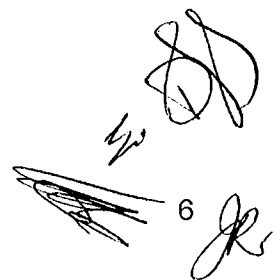


PROPERTY REDRESS

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3: COMMERCIAL REDRESS PROPERTIES FOR NO CONSIDERATION

3 COMMERCIAL REDRESS PROPERTIES FOR NO CONSIDERATION

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**PROPERTY REDRESS**

**3: COMMERCIAL REDRESS PROPERTIES FOR NO CONSIDERATION**

<b>Address</b>	<b>Description</b>	<b>Encumbrances</b>	<b>Land holding agency</b>
1861 Waingake Road	<i>Gisborne Land District – Gisborne District</i> 0.1012 hectares, more or less, being Lot 1 DP 4253. All Computer Freehold Register 138199.	Subject to an unregistered Tenancy Agreement.	OTS
77 Birrell Street, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.0538 hectares, more or less, being Lot 4 DP 7625. All Computer Freehold Register GS5B/24.	Subject to a right (in gross) to transmit electric current over part marked E on DP 7625 in favour of the Poverty Bay Electric Power Board created by Transfer 173576.3 being subject to section 309(1)(a) of the Local Government Act 1974.	OTS
79 Birrell Street, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.0544 hectares, more or less, being Lot 3 DP 7625. All Computer Freehold Register GS5B/23.	Subject to a right (in gross) to transmit electric current over a part marked D on DP 7625 in favour of the Poverty Bay Electric Power Company created by Transfer 173576.3 being subject to section 309(1)(a) of the Local Government Act 1974.	OTS
Old Police Station, 100 & 106 Peel Street, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.2022 hectares, more or less, being Sections 60 and 61 Town of Gisborne. All Computer Freehold Register 482769.		OTS
285 Palmerston Road, Gisborne*	<i>Gisborne Land District – Gisborne District</i> 0.0445 hectares, more or less, being Part Section 215 Town of Gisborne. Balance Computer Freehold Register GS3B/1306. (Subject to survey)		OTS

\* Subject to clauses 7.13 and 7.14

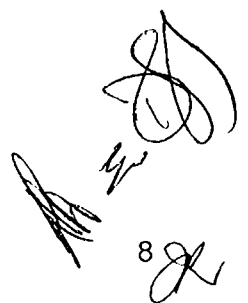
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PROPERTY REDRESS

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4: DEFERRED SELECTION PROPERTIES

4 DEFERRED SELECTION PROPERTIES

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**PROPERTY REDRESS**

**4: DEFERRED SELECTION PROPERTIES**

***Two year deferred selection properties***

<b>Address</b>	<b>Description</b>	<b>Leaseback property</b>	<b>Land holding agency</b>
Manutuke School site, 59 Waingake Road, CMB Manutuke, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.4047 hectares, more or less, being part Te Arai 2 Block. All Computer Freehold Register GS2D/56. 0.4046 hectares, more or less, being Section 18 Block V Turanganui Survey District. All GN 222237.3. 0.9105 hectares, more or less, being Section 19 Block V Turanganui Survey District. Part <i>Gazette</i> 1909 page 199.	Yes	Ministry of Education
Gisborne High and District Court, 50 Customhouse Street, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.3153 hectares, more or less, being Sections 386 and 387 Town of Gisborne. All GN 193869.1.	Yes	Ministry of Justice

***Six month deferred selection properties***

<b>Address</b>	<b>Description</b>	<b>Leaseback property</b>	<b>Land holding agency</b>
LINZ property # 11316, Lytton Road, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.99 hectares, approximately, being Part Railway Land (formerly known as Part Subdivision No.7 of Matawhero No.5). Part of <i>Gazette</i> 1901 p 982. (Subject to survey and ratification of the survey plan by New Zealand Railways Corporation (Ontrack)).	No	LINZ
LINZ property # 11319, Stanley Road, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.043 hectares, approximately, being Part Railway Land (formerly known as Part Waikenae Block 6). Part of <i>Gazette</i> 1901 p 982. (Subject to survey and ratification of the survey plan by New Zealand Railways Corporation (Ontrack)).	No	LINZ

**PROPERTY REDRESS**

**4: DEFERRED SELECTION PROPERTIES**

Address	Description	Leaseback property	Land holding agency
LINZ property # 17325, Grey Street, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.84 hectares, approximately, being Part Lot 9 DP 2487. Balance Computer Freehold Register GS2C/1052. (Subject to survey and ratification of the survey plan by New Zealand Railways Corporation (Ontrack)).	No	LINZ
LINZ property # 17443, 265A Grey Street, Gisborne	<i>Gisborne Land District – Gisborne District</i> 0.0899 hectares, more or less, being Lot 2 DP 370063. All Computer Freehold Register 284172.	No	LINZ


  
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## 5 DEFERRED PURCHASE

### A RIGHT OF PURCHASE

#### NOTICE OF INTEREST

- 5.1 The governance entity may give the Crown a written notice of interest in purchasing a deferred selection property –
- 5.1.1 described in part 4 under the sub-heading “*Six month deferred selection properties*” for six months after the settlement date; and
- 5.1.2 described in part 4 under the sub-heading “*Two year deferred selection properties*” for two years after the settlement date.

#### EFFECT OF NOTICE OF INTEREST

- 5.2 If the governance entity gives, in accordance with this part, a notice of interest in a deferred selection property –
- 5.2.1 the Crown must, not later than 10 business days after the notification date, give the governance entity all material information that, to the best of its knowledge, is in its records about the property, including its encumbrances; and
- 5.2.2 the property’s transfer value, and if it is the Gisborne High and District Court its initial annual rent, must be determined or agreed in accordance with subpart B.

#### ELECTION TO PURCHASE

- 5.3 If the governance entity gives a notice of interest in a deferred selection property in accordance with this part, it must give the Crown written notice of whether or not it elects to purchase the property, by not later than 15 business days after –
- 5.3.1 its transfer value being determined or agreed in accordance with this part, if –
- (a) it is not a leaseback property; or
- (b) it is a leaseback property that is a school site; or
- 5.3.2 both its transfer value and its initial annual rent being determined or agreed in accordance with this part, if it is the Gisborne High and District Court.

## PROPERTY REDRESS

### 5: DEFERRED PURCHASE

#### EFFECT OF ELECTION TO PURCHASE

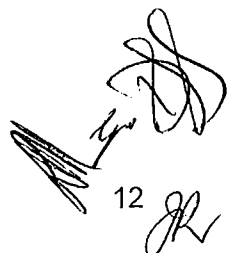
5.4 If the governance entity gives an election notice electing to purchase a deferred selection property in accordance with this part, the parties are to be treated as having entered into an agreement for the sale and purchase of the property at the transfer value determined or agreed in accordance with this part, plus GST if any, on the terms in part 6 and under which –

5.4.1 on the DSP settlement date –

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

5.4.2 if the property is a leaseback property, the parties must, by or on the DSP settlement date, sign the Crown leaseback (being a registrable lease of the property) –

- (a) commencing on the actual TSP settlement date; and
- (b) in the case of a Crown leaseback of a school site, at an initial annual rent determined by multiplying the transfer value of the property determined or agreed in accordance with this part by the percentage specified in clause 2.2 of the Crown leaseback to the Ministry of Education (plus GST, if any, on the amount so determined); and
- (c) in the case of the Gisborne High and District Court, at its initial annual rent determined or agreed under this part (plus GST, if any, on the amount so determined or agreed); and
- (d) on the terms provided in part 4 of the documents schedule for the leaseback.



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**PROPERTY REDRESS**

**5: DEFERRED PURCHASE**

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**B DETERMINING THE TRANSFER VALUE AND INITIAL ANNUAL RENT**

**APPLICATION OF THIS SUBPART**

5.5 This subpart provides how the following are to be determined or agreed after the governance entity has given, in accordance with this part, a notice of interest in a deferred selection property:

5.5.1 its transfer value:

5.5.2 if it is the Gisborne High and District Court, its initial annual rent.

5.6 The market value, and if applicable the market rental, are to be determined as at the notification date.

**APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

5.7 The parties, not later than 10 business days after the notification date –

5.7.1 must each –

(a) instruct a valuer using the form of instructions in the appendix; and

(b) give written notice to the other of the valuer instructed; and

5.7.2 may agree that the person to act as the valuation arbitrator in respect of the deferred selection property be jointly appointed.

5.8 If paragraph 5.7.2 applies but the parties do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

**QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR**

5.9 Each valuer must be a registered valuer.

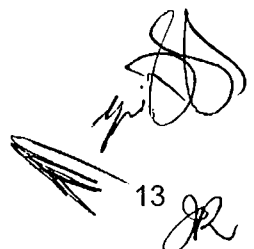
5.10 The valuation arbitrator –

5.10.1 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

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



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## PROPERTY REDRESS

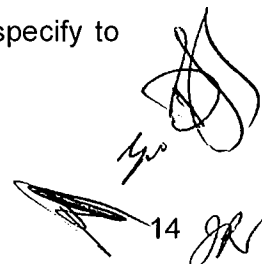
### 5: DEFERRED PURCHASE

#### VALUATION REPORTS

- 5.11 Each party must, not later than –
- 5.11.1 50 business days after the notification date, provide a copy of its final valuation report to the other party; and
  - 5.11.2 60 business days after the notification date, provide its valuer's independent written analysis report to the other party.

#### EFFECT OF DELIVERY OF REPORTS

- 5.12 If only one valuation report is delivered by the required date, –
- 5.12.1 in respect of a deferred selection property that is not a school site, the transfer value of the property, and if applicable its initial annual rent, is the market value and the market rental, as assessed in the report; and
  - 5.12.2 in respect of a deferred selection property that is a school site, the transfer value of the property is the market value, as assessed in the report, less 20%.
- 5.13 If both valuation reports are delivered by the required date, –
- 5.13.1 the parties must endeavour to agree in writing –
    - (a) the transfer value of the deferred selection property; and
    - (b) if applicable, its initial annual rent; and
  - 5.13.2 either party may, if the transfer value of the deferred selection property, and if applicable its initial annual rent, is not agreed in writing within 70 business days after the notification date and if a valuation arbitrator has been appointed under paragraph 5.7.2 or paragraph 5.8, refer that matter to the determination of the valuation arbitrator; or
  - 5.13.3 if that agreement has not been reached within the 70 business day period but the valuation arbitrator has not been appointed under paragraph 5.7.2 or paragraph 5.8, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further five business days; and
  - 5.13.4 if paragraph 5.13.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further five business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
  - 5.13.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.



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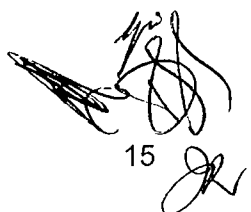
**PROPERTY REDRESS**

**5: DEFERRED PURCHASE**

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**VALUATION ARBITRATION**

- 5.14 The valuation arbitrator must, not later than 10 business days after the arbitration commencement date, –
- 5.14.1 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
- 5.14.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –
- (a) each valuer; and
  - (b) any other person giving evidence.
- 5.15 Each party must –
- 5.15.1 not later than 5pm on the day that is five 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
- 5.15.2 attend the arbitration meeting with its valuer.
- 5.16 The valuation arbitrator must –
- 5.16.1 have regard to the requirements of natural justice at the arbitration meeting; and
- 5.16.2 no later than 50 business days after the arbitration commencement date, give his or her determination –
- (a) of the market value of the property; and,
  - (b) if applicable, of its market rental; and



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**PROPERTY REDRESS**

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**5: DEFERRED PURCHASE**

- (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.

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

**TRANSFER VALUE AND INITIAL ANNUAL RENT**

5.18 The transfer value of the deferred selection property for the purposes of paragraph 5.4.1(b), and if applicable its initial annual rent for the purposes of paragraph 5.4.2(c), is –

5.18.1 determined under paragraph 5.12; or

5.18.2 agreed under paragraph 5.13.1; or

5.18.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 5.16.2, if the determination is in respect of a property that is not a school site; or

5.18.4 the market value determined by the valuation arbitrator under paragraph 5.16.2, less 20%, if the determination is in respect of a school site.

**PROPERTY REDRESS**

**5: DEFERRED PURCHASE**

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**C GENERAL PROVISIONS**

**TIME LIMITS**

- 5.19 Time is of the essence for the time limits in paragraphs 5.1 and 5.3.
- 5.20 In relation to the time limits in this part, other than those referred to in paragraph 5.19, each party must use reasonable endeavours to ensure –
- 5.20.1 those time limits are met and delays are minimised; and
- 5.20.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

**DETERMINATION FINAL AND BINDING**

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

**COSTS**

- 5.22 In relation to the determination of the transfer value, and initial annual rent, of a deferred selection property, each party must pay –
- 5.22.1 its costs; and
- 5.22.2 half the costs of a valuation arbitration; or
- 5.22.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

**ENDING OF OBLIGATIONS**

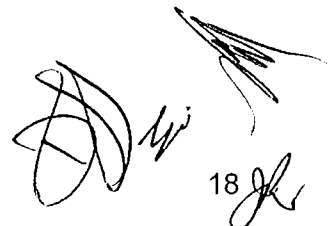
- 5.23 The Crown's obligations under this deed in relation to a deferred selection property immediately cease if –
- 5.23.1 the governance entity –
- (a) does not give notice of interest in relation to the property in accordance with paragraph 5.1; or
- (b) gives notice of interest in relation to the property in accordance with paragraph 5.1 but the governance entity –
- (i) gives an election notice under which it elects not to purchase the property; or

  
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PROPERTY REDRESS

5: DEFERRED PURCHASE

- (ii) does not give an election notice in accordance with paragraph 5.3 electing to purchase the property; or
  - (c) gives the Crown written notice that it is not interested in purchasing the property at any time before an agreement for the sale and purchase of the property is constituted under paragraph 5.4; or
  - (d) does not comply with any obligation in relation to the property under subpart B; or
- 5.23.2 an agreement for the sale and purchase of the property is constituted under paragraph 5.4 and the agreement is cancelled in accordance with the terms of transfer in part 6.



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PROPERTY REDRESS

5: DEFERRED PURCHASE

APPENDIX

**[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; or**
- **a leaseback property -**
  - **that is to be leased back to the Ministry of Education, references to assessing the property's market rental must be deleted; or**
  - **that is the Gisborne High and District Court, references to a lease to the Ministry of Education must be deleted.**

**These instructions may be modified to apply to more than one deferred selection property.]**

**[Valuer's name]**

**[Address]**

**Valuation instructions**

**INTRODUCTION**

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

This right is given by –

- (a) clauses 7.16 and 7.17 of the deed of settlement; and
- (b) part 5 of the property redress schedule to the deed of settlement (**part 5**).

**PROPERTY TO BE VALUED**




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

*[describe the property including its legal description]*

**[PROPERTY TO BE LEASED BACK**

If the governance entity purchases the property from the Crown, the governance entity will lease the property back to the Crown on the terms provided by the lease in part 4 of the documents schedule to the deed of settlement (the **agreed lease**).

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

  
  
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## PROPERTY REDRESS

### 5: DEFERRED PURCHASE

#### DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to –

- (a) part 5 [; and
- (b) the agreed lease of the property in part 4 of the documents schedule to the deed].

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

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

The property is a deferred selection property for the purposes of part 5. Subpart B of part 5 applies to the valuation of deferred selection 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 (i.e. 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 5, plus GST if any.]

#### [ASSESSMENT OF MARKET RENTAL REQUIRED

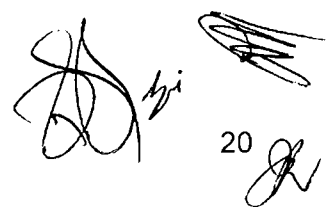
You are also required to assess the market rental (exclusive of GST) for the property, as at the valuation date, being the rental payable from the commencement of the agreed lease.

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 (i.e. excluding any Lessee's improvements).]

#### VALUATION PROCESS

You must -

- (a) before inspecting the property, agree with the other valuer -



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## PROPERTY REDRESS

### 5: DEFERRED PURCHASE

- (i) the valuation method or methods applicable to the property; and
- (ii) the comparable sales [,and comparable market rentals,] to be used in determining the value of the property [and its market rental]; and
- (b) inspect the property, where practical together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections; and
- (d) by not later than 30 business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than 45 business days after the valuation date –
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than 55 business days after the valuation date, prepare and deliver to us an independent written analysis of both valuation reports to assist in the determination of the market value [and the market rental] of the property; and
- (g) by not later than 65 business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and independent analysis reports with a view to reaching consensus on market value [and the market rental]; and
- (h) if a consensus on market value [and the market rental] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings as required by us and the other party to agree the market value [and the market rental] of the property; and
- (j) participate in any arbitration process required under subpart B to determine the market value [, and the market rental,] of the property.

### REQUIREMENTS FOR YOUR VALUATION

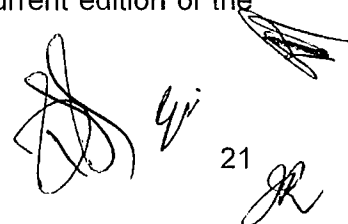
Our requirements for your valuation are as follows.

You are to assume that -

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

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

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## PROPERTY REDRESS

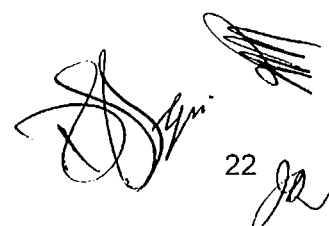
### 5: DEFERRED PURCHASE

- (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 6 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 Rongowhakaata[; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

### REQUIREMENTS FOR YOUR VALUATION REPORT

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

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



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## PROPERTY REDRESS

### 5: DEFERRED PURCHASE

- (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, not later than –

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

#### [ACCESS

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

#### OPEN AND TRANSPARENT VALUATION

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

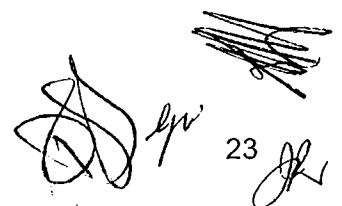
In particular, you must copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity and the land holding agency.

Yours faithfully

**[Name of signatory]**

**[Position]**

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



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## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

## 6 TERMS OF TRANSFER FOR COMMERCIAL REDRESS PROPERTIES FOR NO CONSIDERATION AND PURCHASED DEFERRED SELECTION PROPERTIES

### APPLICATION OF THIS PART

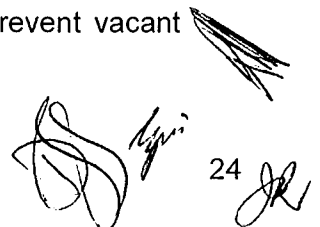
- 6.1 This part applies to the transfer by the Crown to the governance entity of each of the following properties (a **transfer property**):
- 6.1.1 each commercial redress property for no consideration, under clause 7.9 except that paragraphs 6.9, 6.18.5, 6.19.2, 6.19.3, 6.22 to 6.31 and 6.42 to 6.45 do not apply to each of those properties; and
- 6.1.2 each purchased deferred selection property, under paragraph 5.4.1.

### TRANSFER

- 6.2 The Crown must transfer the fee simple estate in a transfer property to the governance entity –
- 6.2.1 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 6.18.4(a)); and
- (b) any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 6.18.4(b); and
- 6.2.2 if the property is a leaseback property, subject to the Crown leaseback in relation to the property.
- 6.3 The Crown must pay any survey and registration costs required to transfer the fee simple estate in a transfer property to the governance entity.

### POSSESSION

- 6.4 Possession of a transfer property must, on the TSP settlement date for the property, –
- 6.4.1 be given by the Crown; and
- 6.4.2 taken by the governance entity; and
- 6.4.3 be vacant possession subject only to –
- (a) any encumbrances referred to in paragraph 6.2.1 that prevent vacant possession being given and taken; and



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## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

- (b) if the property is a leaseback property, the Crown leaseback.

#### SETTLEMENT

6.5 Subject to paragraphs 6.6 and 6.38.2, the Crown must provide the governance entity with the following in relation to a transfer property on the TSP settlement date for that property:

6.5.1 evidence of –

- (a) a registrable transfer instrument; and
- (b) any other registrable instrument required by this deed in relation to the property:

6.5.2 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.

6.6 If the fee simple estate in the transfer property may be transferred to the governance entity electronically under the relevant legislation, –

6.6.1 paragraph 6.5.1 does not apply; and

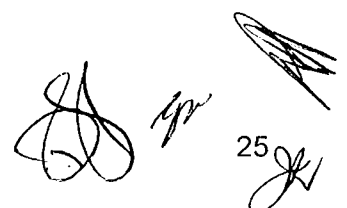
6.6.2 the Crown must ensure its solicitor, –

- (a) a reasonable time before the TSP 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 TSP settlement date, releases the electronic transfer instruments so that the governance entity's solicitor may submit them for registration under the relevant legislation; and

6.6.3 the governance entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the transfer instrument for the property prepared in the Landonline workspace under paragraph 6.6.2(a)(ii); and

6.6.4 paragraphs 6.6.2 and 6.6.3 are subject to paragraph 6.38.2.

6.7 The **relevant legislation** for the purposes of paragraph 6.6 is –



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## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

- 6.7.1 the Land Transfer Act 1952; and
  - 6.7.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- 6.8 The Crown must, on the actual TSP settlement date for a transfer 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 unless –
- 6.8.1 the property is a leaseback property; and
  - 6.8.2 to provide it would be inconsistent with the Crown leaseback.
- 6.9 The transfer value of, or the amount payable by the governance entity for, a transfer property is not affected by –
- 6.9.1 a non-material variation, or a material variation entered into under paragraph 6.18.4(a), of a disclosed encumbrance affecting or benefiting the property; or
  - 6.9.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 6.18.4(b).

### APPORTIONMENT OF OUTGOINGS AND INCOMINGS

- 6.10 If, as at the actual TSP settlement date for a transfer property, –
- 6.10.1 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
  - 6.10.2 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.
- 6.11 The outgoings for a transfer property for the purposes of paragraph 6.10 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.
- 6.12 An amount payable under paragraph 6.10 in relation to a transfer property must be paid on the actual TSP settlement date for the property.
- 6.13 The Crown must, before the actual TSP settlement date for a transfer property, provide the governance entity with a written statement calculating the amount payable by the governance entity or the Crown under paragraph 6.10.



## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

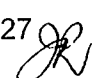
#### FIXTURES, FITTINGS, AND CHATTELS

- 6.14 The transfer of a transfer property includes all fixtures and fittings that were owned by the Crown, and located on the property, on the first date of the transfer period for that property.
- 6.15 Paragraph 6.14 does not apply to the Lessee's improvements located on a leaseback property.
- 6.16 Fixtures and fittings transferred under paragraph 6.14 must not be mortgaged or charged.
- 6.17 The transfer of a transfer property does not include chattels.

#### OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

- 6.18 The Crown must, during the transfer period for a transfer property,—
- 6.18.1 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
- 6.18.2 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
- 6.18.3 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
- 6.18.4 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
- 6.18.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 6.19.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 6.2, but



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## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

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.

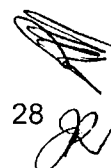
- 6.19 The governance entity, during the transfer period in relation to a transfer property, –
- 6.19.1 must not unreasonably withhold or delay any consent sought under paragraph 6.18.4 in relation to the property; and
- 6.19.2 may enter and inspect the property on one occasion –
- (a) after giving reasonable notice; and
- (b) subject to the terms of the encumbrances referred to in paragraph 6.2; and
- 6.19.3 must comply with all reasonable conditions imposed by the Crown in relation to entering and inspecting the property.

### OBLIGATIONS AFTER SETTLEMENT

- 6.20 The Crown must –
- 6.20.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property; and
- 6.20.2 if it receives a written notice in relation to a transfer property from the Crown, a territorial authority, or a tenant after the actual TSP settlement date for the property, –
- (a) comply with it; or
- (b) provide it promptly to the governance entity or its solicitor; or
- 6.20.3 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 6.20.2.

### RISK AND INSURANCE

- 6.21 A transfer property is at the sole risk of –
- 6.21.1 the Crown, until the actual TSP settlement date for the property; and
- 6.21.2 the governance entity, from the actual TSP settlement date for the property.



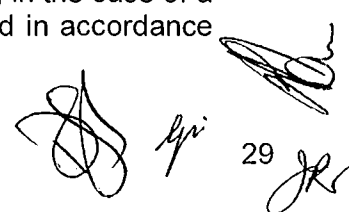
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## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

#### DAMAGE AND DESTRUCTION

- 6.22 Paragraphs 6.23 to 6.31 apply if, before the actual TSP settlement date for a transfer property, –
- 6.22.1 the property is destroyed or damaged; and
  - 6.22.2 the destruction or damage has not been made good.
- 6.23 Paragraph 6.24 applies if the transfer property is –
- 6.23.1 a deferred selection property; and
  - 6.23.2 as a result of the destruction or damage, the property is not tenable.
- 6.24 Where this paragraph applies, –
- 6.24.1 the governance entity may cancel its transfer by written notice to the Crown;  
or
  - 6.24.2 the Crown may cancel its transfer by written notice to the governance entity if the property is a leaseback property.
- 6.25 Notice under paragraph 6.24 must be given before the actual TSP settlement date.
- 6.26 Paragraph 6.27 applies if the property is a deferred selection property, that –
- 6.26.1 despite the destruction or damage, is tenable; or
  - 6.26.2 as a result of the damage or destruction, is not tenable, but its transfer is not cancelled under paragraph 6.24 before the actual TSP settlement date.
- 6.27 Where this paragraph applies –
- 6.27.1 the governance entity must complete the transfer of the property in accordance with this deed; and
  - 6.27.2 the Crown must pay the governance entity –
    - (a) the amount by which the value of the property has diminished, as at the actual TSP settlement date for the property, as a result of the destruction or damage;
    - (b) plus GST if any.
- 6.28 The value of the property for the purposes of paragraph 6.27.2 is to be, in the case of a deferred selection property, its transfer value as determined or agreed in accordance with part 5.



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## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

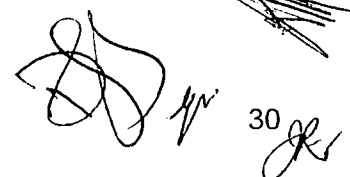
- 6.29 An amount paid by the Crown under paragraph 6.27.2, is a partial refund of the purchase price if it relates to the destruction or damage of a deferred selection property.
- 6.30 Each party may give the other notice –
- 6.30.1 requiring a dispute as to the application of paragraphs 6.24 to 6.29 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and
- 6.30.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.
- 6.31 If a dispute as to the application of paragraphs 6.24 to 6.29 is not determined by the TSP settlement date, that date is to be –
- 6.31.1 the fifth business day following the determination of the dispute; or
- 6.31.2 if an arbitrator appointed under paragraph 6.30 so determines, another date including the original TSP settlement date.

### BOUNDARIES AND TITLE

- 6.32 The Crown is not required to point out the boundaries of a transfer property.
- 6.33 If a transfer property is subject only to the encumbrances referred to in paragraph 6.2 and, if the property is a leaseback property, the Crown leaseback, the governance entity –
- 6.33.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and
- 6.33.2 may not make any objections to, or requisitions on, it.
- 6.34 An error or omission in the description of a transfer property or its title does not annul its transfer.

### FENCING

- 6.35 The Crown is not liable to pay for, or contribute towards, the erection or maintenance of a fence between a transfer property and any contiguous land of the Crown, unless the Crown requires the fence.
- 6.36 Paragraph 6.35 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.
- 6.37 The Crown may require a fencing covenant to the effect of paragraphs 6.35 and 6.36 to be registered against the title to a transfer property.



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## PROPERTY REDRESS

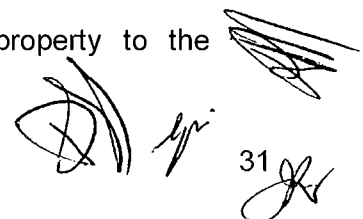
### 6: TERMS OF TRANSFER

#### DELAYED TRANSFER OF TITLE

- 6.38 The Crown covenants for the benefit of the governance entity that it will –
- 6.38.1 arrange for the creation of a computer freehold register for the land of a transfer property for land that –
- (a) is not contained in a computer freehold register; or
  - (b) is contained in a computer freehold register or registers but together with other land; and
- 6.38.2 transfer (in accordance with paragraph 6.5 or 6.6, whichever is applicable) the fee simple estate in a transfer property to which paragraph 6.38.1 applies as soon as reasonably practicable after complying with that paragraph in relation to the property but not later than five years after the settlement date.
- 6.39 If paragraph 6.38.2 applies to a transfer property, and paragraph 6.6 is applicable, the governance entity must comply with its obligations under paragraph 6.6.3 by a date specified by written notice to the Crown.
- 6.40 The covenant given by the Crown under paragraph 6.38 has effect and is enforceable, despite:
- 6.40.1 being positive in effect; and
  - 6.40.2 there being no dominant tenement.
- 6.41 If paragraph 6.38 applies then, for the period from the actual TSP settlement date until the date that the Crown transfers the fee simple estate in the transfer property to the governance entity –
- 6.41.1 the governance entity will be the beneficial owner of the property; and
  - 6.41.2 all obligations and rights will be performed and arise as if the fee simple estate had been transferred to the governance entity on the actual TSP settlement date; and
  - 6.41.3 the governance entity may not serve a settlement notice under paragraph 6.44.

#### INTEREST

- 6.42 If for any reason (other than the default of the Crown) all or any of the amount payable by the governance entity to the Crown in relation to a purchased deferred selection property is not paid on the TSP settlement date –
- 6.42.1 the Crown is not required to give possession of the property to the governance entity; and



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## PROPERTY REDRESS

### 6: TERMS OF TRANSFER

- 6.42.2 the governance entity must pay the Crown default interest at the rate of 12% per annum on the unpaid amount (plus GST if any) for the period from the TSP settlement date to the actual TSP settlement date.
- 6.43 Paragraph 6.42 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

### SETTLEMENT NOTICE

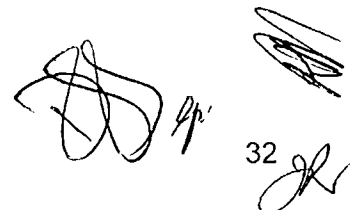
- 6.44 If, without the written agreement of the parties, settlement of a purchased deferred selection property is not effected on the TSP settlement date –
- 6.44.1 either party may at any time after the TSP settlement date serve notice on the other (a **settlement notice**) requiring the other to effect settlement; but
- 6.44.2 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
- (b) not ready, able, and willing to effect settlement only by reason of the default or omission of the other party; and
- 6.44.3 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
- 6.44.4 time is of the essence under paragraph 6.44.3; and
- 6.44.5 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 5.4.
- 6.45 Paragraph 6.44, 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

- 6.46 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

- 6.47 On transfer of a transfer property to the governance entity –
- 6.47.1 the provisions of this part will not merge; and



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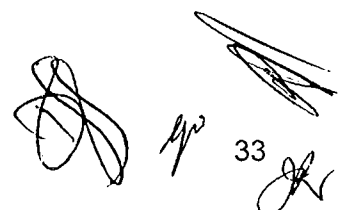
**PROPERTY REDRESS**

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**6: TERMS OF TRANSFER**

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

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## PROPERTY REDRESS

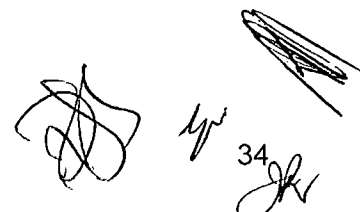
### 7: NOTICE IN RELATION TO REDRESS AND DEFERRED SELECTION PROPERTIES

## 7 NOTICE IN RELATION TO REDRESS AND DEFERRED SELECTION PROPERTIES

### NOTICE

- 7.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with a redress property, or a deferred selection 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 –
- 7.1.1 in paragraph 7.2; or
- 7.1.2 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.
- 7.2 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
LINZ	Lambton House, 160 Lambton Quay PO Box 5501 Wellington 6145 Fax: +64 4 472 2244
Office of Treaty Settlements	Level 3, The Vogel Centre, 19 Aitken Street PO Box 919 Wellington Fax +64 4 494 9940
Ministry of Education	National Office, 45-47 Pipitea Street PO Box 1666 Wellington 6011 Fax: +64 4 463 8001
Department of Conservation	Conservation House – Whare Kaupapa Atawhai, 18-32 Manners Street PO Box 10420 Wellington Fax: +64 4 381 3057
Ministry of Justice	Level 3, The Vogel Centre, 19 Aitken Street PO Box 180 Wellington Fax: +64 4 918 8820



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PROPERTY REDRESS

8: DEFINITIONS

8 DEFINITIONS

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

8.2 In this schedule, 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 transfer property, means the date on which settlement of the property takes place; and

**arbitration commencement date**, in relation to the determination of the market value and/or market rental of a deferred selection property, means –

(a) in relation to a referral under paragraph 5.13.2, the date of that referral; and

(b) in relation to an appointment under paragraph 5.13.3 or paragraph 5.13.4, a date specified by the valuation arbitrator; and

**arbitration meeting**, in relation to the determination of the market value and/or market rental of a deferred selection property, means the meeting notified by the valuation arbitrator under paragraph 5.14.1; and

**Crown leaseback** means, in relation to a leaseback property, the lease to be entered into by the governance entity and the Crown under paragraph 5.4.2; and

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

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

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

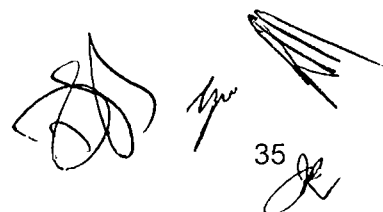
**DSP settlement date**, in relation to a purchased deferred selection property, means the date that is 20 business days after the Crown receives an election notice from the governance entity electing to purchase the property; and

**election notice** means a written notice given by the governance entity in accordance with paragraph 5.3 electing whether or not to purchase a deferred selection property; and

**initial annual rent** in relation to a leaseback property, means the rent payable under the Crown leaseback from its commencement determined or agreed in accordance with part 5; and

**leaseback property** means each deferred selection property referred to in clause 7.17; and

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



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## PROPERTY REDRESS

### 8: DEFINITIONS

**market rental**, in relation to a deferred selection property, has the meaning provided in the valuation instructions in the appendix to part 5; and

**market value**, in relation to a deferred selection property, has the meaning provided in the valuation instructions in the appendix to part 5; and

**notice of interest**, in relation to a deferred selection property, means a notice given by the governance entity under paragraph 5.1 in relation to the property; and

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

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

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

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

**settlement notice** has the meaning given to it by paragraph 6.44.1; and

**terms of transfer** means the terms of transfer set out in part 6; and

**transfer property** has the meaning given to it by paragraph 6.1; and




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

- (a) a commercial redress property for no consideration (excluding 285 Palmerston Road), the period from the date of this deed to its actual TSP settlement date; and
- (b) 285 Palmerston Road, if that property is land banked and the Crown becomes the registered proprietor of that property, from the date that the property is land banked and the Crown is the registered proprietor of the property to its actual TSP settlement date; and
- (c) a deferred selection property, the period from the notification date for that property to its actual TSP settlement date; and

**transfer value** in relation to a deferred selection property, means the amount payable by the governance entity for the transfer of the property determined or agreed in accordance with part 5; and

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

- (a) a commercial redress property for no consideration the settlement date (as defined in paragraph 6.1 of the general matters schedule); and

  
  
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## PROPERTY REDRESS

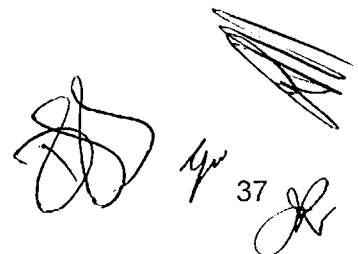
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### 8: DEFINITIONS

(b) a purchased deferred selection property, the DSP settlement date for the property; and

**valuation arbitrator**, in relation to a deferred selection property, means the person appointed under paragraph 5.7.2 or 5.8 or 5.13.3 or 5.13.4 in relation to the determination of its market value, and if applicable its market rental; and

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



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