

THE IWI AND HAPŪ OF TE ROHE O TE WAIROA
and
TRUSTEES OF THE TĀTAU TĀTAU O TE WAIROA TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
PROPERTY REDRESS

bf

TABLE OF CONTENTS

1 DISCLOSURE INFORMATION AND WARRANTY1

2 LICENSED LAND.....3

3 DEFERRED SELECTION PROPERTIES7

4 DEFERRED PURCHASE12

5 TERMS OF TRANSFER FOR LICENSED LAND AND PURCHASED
DEFERRED SELECTION PROPERTIES28

6 NOTICE IN RELATION TO REDRESS AND DEFERRED
SELECTION PROPERTIES.....39

7 DEFINITIONS40



1 DISCLOSURE INFORMATION AND WARRANTY

DISCLOSURE INFORMATION

1.1 The Crown –

- 1.1.1 has provided information to the iwi and hapū of Te Rohe o Te Wairoa about the licensed land, by LINZ to Telfer Young on 8 July 2015; and
- 1.1.2 must under paragraph 4.3.1 provide information to the governance entity about a deferred selection property if the governance entity has, in accordance with part 4, 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) the licensed land; 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 the governance entity or the iwi and hapū of Te Rohe o Te Wairoa 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

PROPERTY REDRESS

1: DISCLOSURE INFORMATION AND WARRANTY

(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 the licensed land, 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

1.7.2 consider the disclosure information in relation to it.

2 LICENSED LAND

PROPERTY REDRESS

2: LICENSED LAND

Address	Description	Encumbrances	Transfer value	Land holding agency
<i>Licensed land</i>				
<p>Patunamu Forest</p>	<p><i>Gisborne Land District – Wairoa District</i></p> <p>3316.3030 hectares, more or less, being Lots 1, 2 and 3 DP 8027, Part Lot 1 DP 8028, Lots 1 and 2 DP 8029, Lot 1 DP 7868 and Lots 1, 2 and 3 DP 5333.</p> <p><i>Hawke's Bay Land District – Wairoa District</i></p> <p>766.9270 hectares, more or less, being Lots 1, 6, 7 and 9 DP 22114.</p>	<p>Subject to a single Crown forestry licence held in computer interest registers GS6A/3 (Gisborne Land District) and HBP1/1405 (Hawke's Bay Land District).</p> <p>Subject to a single protective covenant (archaeological) created by 578079.1 (Hawke's Bay Land District) and held in computer interest register GS6A/4 (Gisborne Land District).</p> <p>Subject to a single protective covenant (forest research) created by 578079.1 (Hawke's Bay Land District) and held in computer interest register GS6A/4 (Gisborne Land District).</p> <p>Subject to public access easements created by 578079.2 (Hawke's Bay Land District) and held in computer interest register GS6A/5 (Gisborne Land District) (Areas A and B DP 22114, Areas A, B and Lot 1 DP 8027 and Areas E, F and G DP 8028).</p> <p>Gisborne Land District</p> <p>Subject to a variation of Crown forestry licence registered as 218134.3.</p> <p>Subject to a variation of Crown forestry licence registered as 5166007.2.</p>	<p>\$2,465,750*</p>	<p>LINZ</p>

[Handwritten signature]
4

PROPERTY REDRESS

2: LICENSED LAND

		<p>Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9083324.1 (Affects Lot 1 DP 7868, Lots 2 and 3 DP 8027, Part Lot 1 DP 8028 and Lots 1 and 2 DP 8029).</p> <p>Subject to right of way easement created by T229160.3 (Areas A, B and C DP 9626).</p> <p>The easements created by Transfer 229160.3 are subject to section 243(a) Resource Management Act 1991.</p> <p>Together with a right of way easement created by T227660.2 (Areas A and C DP 8028).</p> <p>Subject to right of way easement created by T217037.1 and held in computer interest register GSPR6C/22 (Areas E, F, G and H DP 8028).</p> <p>Subject to a right of way easement created by Transfer 227660.1 (Area B DP 8028 and Area A DP 9440).</p> <p>Subject to a right of way easement in gross to be created over Areas E, F, G and H DP 8028 (as referred to in clause 6.6.2).</p> <p>Subject to a right of way easement in gross to be created over Areas A, B and Lot 1 DP 8027 (as referred to in clause 6.6.2).</p> <p>Subject to the same restrictions as are imposed in the case of leases by</p>		
--	--	---	--	--

PROPERTY REDRESS

2: LICENSED LAND

		<p>the Land Act 1924, s. 206 (affects the part formerly held in computer freehold register GS1A/495)</p> <p>Subject to section 59 of the Land Act 1948 (affects part formerly held in Transfer 125947.3).</p> <p>Hawke's Bay Land District</p> <p>Subject to a right of way easement in gross to be created over Areas A and B DP 22114 (as referred to in clause 6.6.2).</p> <p>Subject to a Notice pursuant to section 195(2) Climate Change Response Act 2002 registered as instrument 9084747.1 (Affects Lots 1 and 6 DP 22114).</p>		
				<p>Total transfer values</p> <p>\$2,465,750</p>

*The transfer value is the transfer value of the share of the licensed land attributed to the licensed land entity, being 50% of the total transfer value of the licensed land.

3 DEFERRED SELECTION PROPERTIES

PROPERTY REDRESS

3: DEFERRED SELECTION PROPERTIES

Address	Description	Valuation Process	Land holding agency	Deferred selection period
Te Reinga site (former school) PF 1894	<i>Gisborne Land District – Wairoa District</i> 2.0235 hectares, more or less, being Parts Mangapoike 2A2. All computer freehold register 265799. 0.1315 hectares, more or less, being Part Mangapoike 2A2. All computer freehold register 265795.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	6 months
Te Reinga site (former school house) PF 1895	<i>Gisborne Land District – Wairoa District</i> 0.5746 hectares, more or less, being Sections 6 and 8 Mangapoike 2A2. All computer freehold register 270182.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	6 months
Wharekopae/ Pembroke Roads, Wharekopae PF 882	<i>Gisborne Land District – Gisborne District</i> 1.2140 hectares, more or less, being Section 7 Block IX Ngatapa Survey District. All computer freehold register GS6B/887.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
10 Mackley Street, Wairoa PF 925	<i>Hawke's Bay Land District – Wairoa District</i> 0.0830 hectares, more or less, being Lot 4 DP 14581. All computer freehold register HBK2/739.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
Cnr Kaimoana St & Airport Rd, Wairoa PF 928	<i>Hawke's Bay Land District – Wairoa District</i> 0.0870 hectares, more or less, being Lot 2 DP 22517. All computer freehold register HBP2/622.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years

PROPERTY REDRESS

3: DEFERRED SELECTION PROPERTIES

Address	Description	Valuation Process	Land holding agency	Deferred selection period
17 Otoko School Road, Otoko PF 1214	<i>Gisborne Land District – Gisborne District</i> 2.4715 hectares, more or less, being Section 13 Block IV Ngatapa Survey District, Lot 1 DP 9501 and Lot 7 DP 2306. All computer freehold register GS6C/894.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
Ruapapa Road, Ardkeen PF 1499	<i>Gisborne Land District – Wairoa District</i> 1.2115 hectares, more or less, being Section 20S Ardkeen Settlement. All computer freehold register 183383.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
Ngatirangi Street, Nuhaka PF 1816	<i>Hawke's Bay Land District – Wairoa District</i> 0.1011 hectares, approximately, being Section 1 SO 9637. All Transfer 8902394.2. Subject to survey.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
Mahia East Coast Road PF 1856	<i>Hawke's Bay Land District – Wairoa District</i> 524.4585 hectares, more or less, being Lots 1, 2 and 3 DP 23976. All Transfer 9249187.1.	to be separately valued with each party to obtain two separate valuations (a separate valuation for the land and a separate valuation for the forest)	Ministry of Justice (Office of Treaty Settlements)	2 years
5 Scott Street, Wairoa PF 692	<i>Hawke's Bay Land District – Wairoa District</i> 0.1011 hectares, more or less, being Section 1 SO 9480. Part Gazette notice 614656.1.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
7 Scott Street, Wairoa PF 693	<i>Hawke's Bay Land District – Wairoa District</i> 0.1013 hectares, more or less, being Section 2 SO 9480. Part Gazette notice 614656.1.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
9 Scott Street, Wairoa PF 694	<i>Hawke's Bay Land District – Wairoa District</i> 0.1013 hectares, more or less, being Section 3 SO 9480. Part Gazette notice 614656.1.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years

PROPERTY REDRESS

3: DEFERRED SELECTION PROPERTIES

Address	Description	Valuation Process	Land holding agency	Deferred selection period
29 & 31 Scott Street, Wairoa PF 695	<i>Hawke's Bay Land District – Wairoa District</i> 0.20 hectares, approximately, being Lots 27 and 28 Deeds Plan 577. All computer freehold register HBL3/889. Limited as to parcels. Subject to survey.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
146 McLean Street, Wairoa PF 696	<i>Hawke's Bay Land District – Wairoa District</i> 0.1015 hectares, more or less, being Section 5 SO 9480. Part Gazette notice 614656.1.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
27-35 Kitchener Road, Wairoa PF 783	<i>Hawke's Bay Land District – Wairoa District</i> 0.5059 hectares, more or less, being Lot 4 DP 13446. All computer freehold register HBE4/1289. 0.1012 hectares, more or less, being Lot 3 DP 18315. Part Transfer 698772.2.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
Corner of Paul Street & Queen Street, Wairoa PF 1163	<i>Hawke's Bay Land District – Wairoa District</i> 0.17 hectares, approximately, being Part Lot 1 DP 1839, Part Lot 2 DP 9153 and Part Town Section 360 Clyde. All Gazette notice 594604.1. Limited as to parcels. Subject to survey.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
East end of Ormond Drive, Opoutama PF 1332	<i>Hawke's Bay Land District – Wairoa District</i> 4.3400 hectares, more or less, being Section 35 Block III Mahanga Survey District. All Gazette notice 709317.1.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
1105 -1117 Nuhaka Opoutama Road, Opoutama PF 1500	<i>Hawke's Bay Land District – Wairoa District</i> 1.6956 hectares, more or less, being Section 1 SO 351224. All computer freehold register 219158.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years

PROPERTY REDRESS

3: DEFERRED SELECTION PROPERTIES

Address	Description	Valuation Process	Land holding agency	Deferred selection period
5 Te Maara Street, Nuhaka PF 1522	<i>Hawke's Bay Land District – Wairoa District</i> 0.2363 hectares, more or less, being Lot 3 DP 24030. All computer freehold register HBV1/1207.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
596 SH2 - ex Turiroa School, Wairoa PF 1543	<i>Hawke's Bay Land District – Wairoa District</i> 2.2713 hectares, more or less, being Lot 1 Agricultural Section 3 Turiroa. All computer freehold register 208619.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
158 Carroll Street (SH 38), Wairoa PF 1633	<i>Hawke's Bay Land District – Wairoa District</i> 2.6737 hectares, more or less, being Lot 2 DP 390414. All computer freehold register 362719.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
103 Haramua Road, Wairoa PF 1892	<i>Hawke's Bay Land District – Wairoa District</i> 42.6539 hectares, more or less, being Lot 12 DP 8981. All computer freehold register HBC1/1280.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
207 Awamate Road, Wairoa PF 1893	<i>Hawke's Bay Land District – Wairoa District</i> 26.4487 hectares, more or less, being Lot 3 DP 8981. All computer freehold register HBC1/1271. 16.4201 hectares, more or less, being Lot 4 DP 8981. All computer freehold register HBC1/1272.	to be separately valued	Ministry of Justice (Office of Treaty Settlements)	2 years
Mangapahi Road, Mangapoike (11306)	<i>Gisborne Land District – Gisborne District</i> 1097.1885 hectares, more or less, being Section 1 SO 8542. All computer freehold register GS6A/808.	to be separately valued	Land Information New Zealand	18 months

4 DEFERRED PURCHASE

A RIGHT OF PURCHASE

NOTICE OF INTEREST

- 4.1 The governance entity may, at any time during the deferred selection period, give the Crown a written notice of interest in purchasing a deferred selection property.
- 4.2 The governance entity may only give the Crown a notice of interest in purchasing the property called Mangapahi Road, Mangapoike (11306) under paragraph 4.1 if the notice –
- 4.2.1 nominates an entity (which may be the governance entity) to take title to the property; and
- 4.2.2 contains evidence satisfactory to the Crown that Ngāi Tāmanuhiri agree to the nominated entity taking title to the property.

EFFECT OF NOTICE OF INTEREST

- 4.3 If the governance entity gives, in accordance with this part, a notice of interest in a deferred selection property –
- 4.3.1 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
- 4.3.2 the property's transfer value must be determined or agreed in accordance with subpart B.

ELECTION TO PURCHASE

- 4.4 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 its transfer value being determined or agreed in accordance with this part.

EFFECT OF ELECTION TO PURCHASE

- 4.5 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 5 and under which on the DSP settlement date –
- 4.5.1 the Crown must transfer the property to the governance entity unless the property is the property called Mangapahi Road, Mangapoike (11306) which the Crown must transfer to the nominated entity; and

PROPERTY REDRESS

4: DEFERRED PURCHASE

- 4.5.2 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 --
- (a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or
 - (b) another payment method agreed by the parties.

PROPERTY REDRESS

4: DEFERRED PURCHASE

B DETERMINING THE TRANSFER VALUE OF A DEFERRED SELECTION PROPERTY

APPLICATION OF THIS SUBPART

- 4.6 This subpart provides how the transfer value of a deferred selection property is to be determined after the governance entity has given, in accordance with this part, a notice of interest in the property.
- 4.7 The transfer value is to be determined as at the notification date.

APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR

- 4.8 The parties, in relation to a deferred selection property, not later than 10 business days after the notification date:
- 4.8.1 must each:
- (a) instruct a valuer using the form of instructions in appendix 1; and
 - (b) give written notice to the other of the valuer instructed; and
- 4.8.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the deferred selection property.
- 4.9 If the parties do not agree and 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.
- 4.10 The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

APPOINTMENT OF SPECIALIST VALUERS FOR MAHIA EAST COAST ROAD PROPERTY

- 4.11 In relation to the Mahia East Coast Road Property, in addition to each party appointing a valuer pursuant to paragraph 4.8, the parties must each, no later than 10 business days after the notification date:
- 4.11.1 appoint a specialist registered valuer to provide valuation advice on the plantation forest;
- 4.11.2 instruct the specialist registered valuer in writing to assess the market value, on the valuation date, of the plantation forest on the form of instruction in appendix 2.
- 4.12 Each party's valuer will have regard to that party's specialist registered valuer's market valuation of the plantation forest when coming to their view as to the market value of the Mahia East Coast Road Property and when preparing their respective valuation reports.

PROPERTY REDRESS

4: DEFERRED PURCHASE

QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR

- 4.13 Each valuer must be a registered valuer.
- 4.14 The valuation arbitrator –
- 4.14.1 must be suitably qualified and experienced in determining disputes about the market value of similar properties; and
 - 4.14.2 is appointed when he or she confirms his or her willingness to act.

VALUATION REPORTS FOR A PROPERTY

- 4.15 Each party must, in relation to a deferred selection, not later than:
- 4.15.1 50 business days after the notification date, provide a copy of its final valuation report to the other party; and
 - 4.15.2 60 business days after the notification date, provide its valuer's written analysis report to the other party.
- 4.16 Valuation reports must comply with the International Valuation Standards 2013, or explain where they are at variance with those standards.

EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY

- 4.17 If only one valuation report for a deferred selection property is delivered by the required date, the transfer value of the property is the market value as assessed in the report.

NEGOTIATIONS TO AGREE A TRANSFER VALUE FOR A DEFERRED SELECTION PROPERTY

- 4.18 If both valuation reports for a deferred selection property are delivered by the required date:
- 4.18.1 the parties must endeavour to agree in writing the transfer value of the deferred selection property;
 - 4.18.2 either party may, if the transfer value of the deferred selection property is not agreed in writing within 70 business days after the notification date and if a valuation arbitrator has been appointed under paragraph 4.8 or paragraph 4.9, refer that matter to the determination of the valuation arbitrator; or
 - 4.18.3 if that agreement has not been reached within the 70 business day period but the valuation arbitrator has not been appointed under paragraph 4.8 or paragraph 4.9, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further 5 business days; and
 - 4.18.4 if paragraph 4.18.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further 5 business days, either party may

PROPERTY REDRESS

4: DEFERRED PURCHASE

request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and

- 4.18.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

VALUATION ARBITRATION

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

- 4.19.1 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

- 4.19.2 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.

- 4.20 Each party must –

- 4.20.1 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

- 4.20.2 attend the arbitration meeting with its valuer.

- 4.21 The valuation arbitrator must –

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

- 4.21.2 no later than 50 business days after the arbitration commencement date, give his or her determination –

PROPERTY REDRESS

4: DEFERRED PURCHASE

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

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

TRANSFER VALUE FOR ALL PROPERTIES

4.23 The transfer value of the deferred selection property for the purposes of paragraph 4.5.2 is:

- 4.23.1 determined under paragraph 4.17; or
- 4.23.2 agreed under paragraph 4.18.1; or
- 4.23.3 the market value determined by the valuation arbitrator under paragraph 4.21.2.

PROPERTY REDRESS

4: DEFERRED PURCHASE

C GENERAL PROVISIONS

TIME LIMITS

- 4.24 Time is of the essence for the time limits in paragraphs 4.1 and 4.4.
- 4.25 In relation to the time limits in this part, other than those referred to in paragraph 4.24, each party must use reasonable endeavours to ensure –
- 4.25.1 those time limits are met and delays are minimised; and
 - 4.25.2 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

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

COSTS

- 4.27 In relation to the determination of the transfer value of a deferred selection property, each party must pay –
- 4.27.1 its costs; and
 - 4.27.2 half the costs of a valuation arbitration; or
 - 4.27.3 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

- 4.28 The Crown's obligations under this deed in relation to a deferred selection property immediately cease if –
- 4.28.1 the governance entity –
 - (a) does not give notice of interest in relation to the property in accordance with paragraph 4.1; or
 - (b) gives notice of interest in relation to the property in accordance with paragraph 4.1 but the governance entity –
 - (i) gives an election notice under which it elects not to purchase the property; or
 - (ii) does not give an election notice in accordance with paragraph 4.4 electing to purchase the property; or

PROPERTY REDRESS

4: DEFERRED PURCHASE

(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 4.5; or

4.28.2 an agreement for the sale and purchase of the property is constituted under paragraph 4.5 and the agreement is cancelled in accordance with the terms of transfer in part 5.

PROPERTY REDRESS

4: DEFERRED PURCHASE

APPENDIX 1

[Note: These instructions apply to all deferred selection properties]

[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) clause 6.12 of the deed of settlement; and
- (b) part 4 of the property redress schedule to the deed of settlement (**part 4**).

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 4.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 4.

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 4. Subpart B of part 4 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.

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

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

- (a) by agreement between the parties; or

PROPERTY REDRESS

4: DEFERRED PURCHASE

(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 4, plus GST (if any).

VALUATION OF PROPERTY

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
 - (i) the valuation method or methods applicable to the property; and
 - (ii) the comparable sales to be used in determining the market value of the property; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than 30 business days after the valuation date, prepare, and deliver to us, a draft valuation report; and
- (e) by not later than 45 business days after the valuation date:
 - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
 - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than 55 business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property; and
- (g) by not later than 65 business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value; and
- (h) if a consensus on market value is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and
- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property; and
- (j) if a review valuer has been appointed by parties, you must within 5 business days of receipt of the review valuer's report, review your market valuation report, taking into account the findings of the review valuer, and provide us with a written report of your assessment of the market value of the property; and
- (k) participate in any arbitration process required under subpart B to determine the market value of the property.

PROPERTY REDRESS

4: DEFERRED PURCHASE

[SPECIALIST ADVICE

No later than 10 business days after the notification date the governance entity and the [land holding agency] will each:

- (a) appoint a specialist registered valuer to provide valuation advice on the plantation forest located on the property; and
- (b) instruct its specialist registered valuer in writing to assess the market value, on the valuation date, of the plantation forest on the terms of instructions in appendix 2 of Subpart B.

You will have regard to the [governance entity's] [land holding agency's] specialist registered valuer's market valuation of the plantation forest when coming to your view as to the market value of the property and when preparing your valuation report.]

REQUIREMENTS OF 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 2012 and International Valuation Standards 2013; 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 5 of the property redress schedule to the deed of settlement (that will apply to a purchase of the property by the governance entity); but

not to take into account a claim in relation to the property by or on behalf of the iwi and hapū of Te Rohe o Te Wairoa.

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 2012 and International Valuation Standards 2013, including –

PROPERTY REDRESS

4: DEFERRED PURCHASE

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

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 written analysis reports.

PROPERTY REDRESS

4: DEFERRED PURCHASE

[ACCESS

[You should not enter on to the property without first arranging access through the [**landholding agency**] [**give contact details**].]

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:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to the governance entity, the landholding agency, and the other valuer; and
- (b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final report to us.

Yours faithfully

[Name of signatory]

[Position]

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

PROPERTY REDRESS

4: DEFERRED PURCHASE

APPENDIX 2

[Note: These instructions apply to the valuation of the plantation forest on the Mahia East Coast Road Property]

[Valuer's name]

[Address]

Specialist Valuation instructions

INTRODUCTION

[Name] (the **governance entity**) has the right under a deed of settlement to purchase the property described below from the Ministry of Justice (the **land holding agency**).

This right is given by:

- (a) clause 6.12 of the deed of settlement; and
- (b) part 4 of the property redress schedule to the deed of settlement (**part 4**).

PROPERTY TO BE VALUED

For the purposes of these instructions:

"property" means the land and forest at Mahia East Coast Road, PF 1856 being an area of 524.4585 hectares, more or less, legally described as Lots 1, 2 and 3 DP 23976 (All Transfer 9249187.1); and

"plantation forest" means the commercial plantation forest located on the property (excluding the land on which the forest is growing but only the pinus radiate crop growing on the land).

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

(the **property**).

The [land holding agency] [governance entity] has separately instructed a valuer to assess the market value of the property.

In order for the valuer to assess the market value of the property, the [land holding agency] [governance entity] requires a specialist registered valuer to assess the market value of the plantation forest.

DEED OF SETTLEMENT

A copy of the deed of settlement is enclosed.

Your attention is drawn to part 4.

All references in this letter to subparts or paragraphs are to subparts or paragraphs of part 4.

PROPERTY REDRESS

4: DEFERRED PURCHASE

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 4. Subpart B of part 4 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 plantation forest 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. You are to provide your valuation of the market value of the plantation forest to the [governance entity] [land holding agency] and the [governance entity's] [land holding agency's] valuer as agent for the [governance entity] [land holding agency] no later than [insert timeframe]. As well as having regard to accepted discount cash flow methodology, the valuation should include some reference to known sales of comparable trees and should be completed within the context that the trees form a part of the property.

REQUIREMENTS OF 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 valuations are 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 2012 and International Valuation Standards 2013.

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 2012 and International Valuation Standards 2013, including for each valuation report –

- (a) an executive summary, containing a summary of –
 - (i) the valuation; and
 - (ii) the key valuation parameters; and
 - (iii) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the plantation forest value; and
- (c) a clear statement as to any impact of the disclosed encumbrances; and
- (d) details of known sales of comparable trees; and
- (e) comment on the rationale of likely purchasers of the plantation forest; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and

PROPERTY REDRESS

4: DEFERRED PURCHASE

- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
 - (i) a statement of the valuation methodology and policies; and
 - (ii) relevant market and sales information.

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

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

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than [insert timeframe] prepare and deliver the valuation report to the [governance entity] the [land holding agency] and their respective valuers.

[ACCESS

[You should not enter on to the property without first arranging access through the [*landholding agency*] [*give contact details*].]

OPEN AND TRANSPARENT VALUATIONS

The parties intend the valuations 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 valuations, together with the responses, to the governance entity, the landholding agency, and their respective valuers;

Yours faithfully

[*Name of signatory*]

[*Position*]

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

5 TERMS OF TRANSFER FOR LICENSED LAND AND PURCHASED DEFERRED SELECTION PROPERTIES

APPLICATION OF THIS PART

- 5.1 This part applies to the transfer by the Crown to the governance entity of each of the following properties (a **transfer property**):
- 5.1.1 the licensed land, under clause 6.5; and
 - 5.1.2 each purchased deferred selection property, under paragraph 4.5.
- 5.2 In relation to the transfer of the deferred selection property called Mangapahi Road, Mangapoike (11306), references to "the governance entity" in this part shall be deemed to be references to "the nominated entity", where applicable for the purposes of the nominated entity taking title to the property, provided that the governance entity is not in any way released from its obligations to the Crown under this deed in relation to this property.

TRANSFER

- 5.3 The Crown must transfer the fee simple estate in a transfer property to the governance entity subject to, and where applicable with the benefit of, –
- 5.3.1 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 5.19.4(a)); and
 - 5.3.2 any additional encumbrances affecting or benefiting the property entered into by the Crown under paragraph 5.19.4(b); and
 - 5.3.3 if the transfer property is the licensed land, any encumbrances in relation to that property that the governance entity is required to provide to the Crown on or by the settlement date under clause 6.6.2.
- 5.4 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

- 5.5 Possession of a transfer property must, on the TSP settlement date for the property, –
- 5.5.1 be given by the Crown; and
 - 5.5.2 taken by the governance entity; and
 - 5.5.3 be vacant possession subject only to any encumbrances referred to in paragraph 5.3 that prevent vacant possession being given and taken.

PROPERTY REDRESS

5: TERMS OF TRANSFER

SETTLEMENT

- 5.6 Subject to paragraphs 5.7 and 5.41.3, the Crown must provide the governance entity with the following in relation to a transfer property on the TSP settlement date for that property:
- 5.6.1 evidence of –
- (a) a registrable transfer instrument; and
 - (b) any other registrable instrument required by this deed in relation to the property:
- 5.6.2 all contracts and other documents (but not public notices such as proclamations and *Gazette* notices) that create unregistered rights or obligations affecting the registered proprietor's interest in the property after the TSP settlement date.
- 5.7 If the fee simple estate in the transfer property may be transferred to the governance entity electronically under the relevant legislation, –
- 5.7.1 paragraph 5.6.1 does not apply; and
- 5.7.2 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 for any other registrable instruments required by the deed in relation to the property (the **electronic transfer instruments**); and
 - (ii) prepares, certifies, signs, and pre-validates in the Landonline workspace 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
- 5.7.3 the governance entity must ensure its solicitor, a reasonable time before the TSP settlement date, certifies and signs the electronic transfer instruments for the property prepared in the Landonline workspace under paragraph 5.7.2(a)(ii); and
- 5.7.4 paragraphs 5.7.2 and 5.7.3 are subject to paragraph 5.41.3.
- 5.8 The **relevant legislation** for the purposes of paragraph 5.7 is –
- 5.8.1 the Land Transfer Act 1952; and

PROPERTY REDRESS

5: TERMS OF TRANSFER

5.8.2 the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.

5.9 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.

5.10 The transfer value of, or the amount payable by the governance entity for, a transfer property is not affected by –

5.10.1 a non-material variation, or a material variation entered into under paragraph 5.19.4(a), of a disclosed encumbrance affecting or benefiting the property; or

5.10.2 an additional encumbrance affecting or benefiting the property entered into by the Crown under paragraph 5.19.4(b).

APPORTIONMENT OF OUTGOINGS AND INCOMINGS

5.11 If, as at the actual TSP settlement date for a transfer property, –

5.11.1 the outgoings for the property pre-paid by the Crown for any period after that date exceed the incomings received by the Crown for any period after that date, the governance entity must pay the amount of the excess to the Crown; or

5.11.2 the incomings for the property received by the Crown for any period after that date exceed the outgoings for the property pre-paid by the Crown for any period after that date, the Crown must pay the amount of the excess to the governance entity.

5.12 The outgoings for a transfer property for the purposes of paragraph 5.10 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.

5.13 The incomings for the licensed land for the purposes of paragraph 5.10 do not include licence fees under the Crown forestry licence.

5.14 An amount payable under paragraph 5.11 in relation to a transfer property must be paid on the actual TSP settlement date for the property.

5.15 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 5.11.

FIXTURES, FITTINGS, AND CHATTELS

5.16 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.

5.17 Fixtures and fittings transferred under paragraph 5.16 must not be mortgaged or charged.

PROPERTY REDRESS

5: TERMS OF TRANSFER

5.18 The transfer of a transfer property does not include chattels.

OBLIGATIONS AND RIGHTS DURING THE TRANSFER PERIOD

5.19 The Crown must, during the transfer period for a transfer property, –

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

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

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

(a) by the Crown; or

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

5.19.4 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

5.19.5 use reasonable endeavours to obtain permission for the governance entity to enter and inspect the property under paragraph 5.20.2 if the governance entity is prevented from doing so by the terms of an encumbrance referred to in paragraph 5.3.

5.20 The governance entity, during the transfer period in relation to a transfer property, –

5.20.1 must not unreasonably withhold or delay any consent sought under paragraph 5.19.4 in relation to the property; and

5.20.2 may enter and inspect the property on one occasion –

(a) after giving reasonable notice; and

(b) subject to the terms of the encumbrances referred to in paragraph 5.3; and

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

PROPERTY REDRESS

5: TERMS OF TRANSFER

PRE-TRANSFER OBLIGATIONS AND RIGHTS IN RELATION TO LICENSED LAND

- 5.21 During the transfer period for the licensed land, the Crown –
- 5.21.1 must prudently manage the licensor's rights under the Crown forestry licence in relation to the licensed land; and
 - 5.21.2 in reviewing the licence fee under the Crown forestry licence, must ensure that, so far as reasonably practicable, the governance entity's interests as licensor after the settlement date are not prejudiced; and
 - 5.21.3 must provide the governance entity with all material information, and must have regard to the governance entity's written submissions, in relation to the performance of the Crown's obligations under paragraphs 5.21.1 and 5.21.2; and
 - 5.21.4 must, so far as is reasonably practicable, provide the information to the governance entity under paragraph 5.21.3 in sufficient time to enable it to make effective submissions on the performance of the Crown's obligations under paragraphs 5.21.1 and 5.21.2; but
 - 5.21.5 is not required to provide information to the governance entity under paragraph 5.21.3 if that would result in the Crown breaching a confidentiality obligation.

OBLIGATIONS AFTER SETTLEMENT

- 5.22 The Crown must –
- 5.22.1 give the relevant territorial authority notice of the transfer of a transfer property immediately after the actual TSP settlement date for the property; and
 - 5.22.2 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
 - 5.22.3 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 5.22.2.
- 5.23 The governance entity must, from the settlement date, comply with the licensor's obligations under the Crown forestry licence in relation to the licensed land including the obligation to –
- 5.23.1 repay any overpayment of licence fees by the licensee; and
 - 5.23.2 pay interest arising on or after the settlement date on that overpayment.

PROPERTY REDRESS

5: TERMS OF TRANSFER

RISK AND INSURANCE

5.24 A transfer property is at the sole risk of –

5.24.1 the Crown, until the actual TSP settlement date for the property; and

5.24.2 the governance entity, from and including the actual TSP settlement date for the property.

DAMAGE AND DESTRUCTION

5.25 Paragraphs 5.26 to 5.34 apply if, before the actual TSP settlement date for a transfer property, –

5.25.1 the property is destroyed or damaged; and

5.25.2 the destruction or damage has not been made good.

5.26 Paragraph 5.27 applies if the transfer property is –

5.26.1 a deferred selection property; and

5.26.2 as a result of the destruction or damage, the property is not tenable.

5.27 Where this paragraph applies, the governance entity may cancel its transfer by written notice to the Crown.

5.28 Notice under paragraph 5.27 must be given before the actual TSP settlement date.

5.29 Paragraph 5.30 applies if the property is –

5.29.1 licensed land; or

5.29.2 a deferred selection property, that –

(a) despite the destruction or damage, is tenable; or

(b) as a result of the damage or destruction, is not tenable, but its transfer is not cancelled under paragraph 5.27 before the actual TSP settlement date.

5.30 Where this paragraph applies –

5.30.1 the governance entity must complete the transfer of the property in accordance with this deed; and

5.30.2 the Crown must pay the governance entity –

PROPERTY REDRESS

5: TERMS OF TRANSFER

(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.

5.31 The value of the property for the purposes of paragraph 5.30.2 is to be –

5.31.1 in the case of the licensed land, its transfer value as provided in part 2; or

5.31.2 in the case of a deferred selection property, its transfer value as determined or agreed in accordance with part 4.

5.32 An amount paid by the Crown under paragraph 5.30.2 –

5.32.1 is redress, if it relates to the destruction or damage of the licensed land; and

5.32.2 is a partial refund of the purchase price if it relates to the destruction or damage of a deferred selection property.

5.33 Each party may give the other notice –

5.33.1 requiring a dispute as to the application of paragraphs 5.27 to 5.32 be determined by an arbitrator appointed by the Arbitrators' and Mediators' Institute of New Zealand; and

5.33.2 referring the dispute to the arbitrator so appointed for determination under the Arbitration Act 1996.

5.34 If a dispute as to the application of paragraphs 5.27 to 5.32 is not determined by the TSP settlement date, the date the parties must comply with their obligations on transfer of the property is to be –

5.34.1 the fifth business day following the determination of the dispute; or

5.34.2 if an arbitrator appointed under paragraph 5.33 so determines, another date including the original TSP settlement date.

BOUNDARIES AND TITLE

5.35 The Crown is not required to point out the boundaries of a transfer property.

5.36 If a transfer property is subject only to the encumbrances referred to in paragraph 5.3, the governance entity –

5.36.1 is to be treated as having accepted the Crown's title to the property as at the actual TSP settlement date; and

5.36.2 may not make any objections to, or requisitions on, it.

PROPERTY REDRESS

5: TERMS OF TRANSFER

5.37 An error or omission in the description of a transfer property or its title does not annul its transfer.

FENCING

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

5.39 Paragraph 5.38 does not continue for the benefit of a purchaser from the Crown of land contiguous to a transfer property.

5.40 The Crown may require a fencing covenant to the effect of paragraphs 5.38 and 5.39 to be registered against the title to a transfer property.

DELAYED TRANSFER OF TITLE

5.41 The Crown covenants for the benefit of the governance entity that it will –

5.41.1 arrange for the creation of one computer freehold register for licensed land that is subject to a particular Crown forestry licence if that land –

- (a) is not contained in one computer freehold register; or
- (b) is contained in one computer freehold register but together with other land; and

5.41.2 arrange for the creation of a computer freehold register for the land of a transfer property for land that –

- (a) is not licensed land; and
- (b) is not contained in a computer freehold register; or
- (c) is all of the land contained in a computer freehold register that is limited as to parcels; or
- (d) is contained in a computer freehold register or registers but together with other land; and

5.41.3 transfer (in accordance with paragraph 5.6 or 5.7, whichever is applicable) the fee simple estate in a transfer property to which paragraph 5.41.1 or 5.41.2 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.

5.42 If paragraph 5.41.3 applies to a transfer property, and paragraph 5.7 is applicable, the governance entity must comply with its obligations under paragraph 5.7.3 by a date specified by written notice by the Crown.

PROPERTY REDRESS

5: TERMS OF TRANSFER

5.43 The covenant given by the Crown under paragraph 5.41 has effect and is enforceable, despite:

5.43.1 being positive in effect; and

5.43.2 there being no dominant tenement.

5.44 If paragraph 5.41 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 –

5.44.1 the governance entity will be the beneficial owner of the property; and

5.44.2 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

5.44.3 the governance entity may not serve a settlement notice under paragraph 5.47.

INTEREST

5.45 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 –

5.45.1 the Crown is not required to give possession of the property to the governance entity; and

5.45.2 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.

5.46 Paragraph 5.45 is without prejudice to any of the Crown's other rights or remedies available to the Crown at law or in equity.

SETTLEMENT NOTICE

5.47 If, without the written agreement of the parties, settlement of a purchased deferred selection property is not effected on the TSP settlement date –

5.47.1 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

5.47.2 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

PROPERTY REDRESS

5: TERMS OF TRANSFER

- 5.47.3 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
- 5.47.4 time is of the essence under paragraph 5.47.3; and
- 5.47.5 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 4.5.
- 5.48 Paragraph 5.47, 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

- 5.49 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

- 5.50 On transfer of a transfer property to the governance entity –
- 5.50.1 the provisions of this part will not merge; and
- 5.50.2 to the extent any provision of this part has not been fulfilled, it will remain in force.

GST

- 5.51 When the governance entity gives a written notice of election to purchase under part 4, it must include in that notice the following information in relation to the factual situation that will exist at the DSP settlement date and warrants the correctness of that information –
- 5.51.1 whether or not the governance entity is a registered person for GST purposes; and
- 5.51.2 the governance entity's registration number (if any); and
- 5.51.3 whether or not the governance entity intends to use the property for the purposes of making taxable supplies; and
- 5.51.4 whether or not the governance entity intends to use the property as a principal place of residence of the governance entity or a person associated with the governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.
- 5.52 If any of that information provided in the election to purchase notice alters before the DSP settlement date, the governance entity must forthwith notify the Crown and warrants the correctness of that altered information.

PROPERTY REDRESS

5: TERMS OF TRANSFER

5.53 If the information provided (subject to alteration, if any) indicates that, at the DSP settlement date, each of the following statements is correct and the supply of the property is a taxable supply by the Crown, the parties agree that GST will apply to the supply at the rate of zero percent:

- 5.53.1 the governance entity is a registered person for GST purposes; and
- 5.53.2 the governance entity intends to use the property for the purposes of making taxable supplies; and
- 5.53.3 the governance entity does not intend to use the property as a principal place of residence of the governance entity or a person associated with the governance entity under section 2A(1)(c) of the Goods and Services Tax Act 1985.

6 NOTICE IN RELATION TO REDRESS AND DEFERRED SELECTION PROPERTIES

- 6.1 If this schedule requires the governance entity to give notice to the Crown in relation to or in connection with the licensed land, 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 –
- 6.1.1 in paragraph 6.2; or
- 6.1.2 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.
- 6.2 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
Land Information New Zealand	155 The Terrace PO Box 551 Wellington 6145 Facsimile (04) 472 2244
Ministry of Justice (Office of Treaty Settlements)	Level 3, The Justice Centre 19 Aitken Street SX 101111 Wellington Facsimile (04) 494 9801

7 DEFINITIONS

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

7.2 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 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 property means:

- (a) in relation to a referral under paragraph 4.18.2 the date of that referral; and
- (b) in relation to an appointment under paragraph 4.18.3 or 4.18.4, a date specified by the valuation arbitrator; and

arbitration meeting, in relation to the determination of the market value of a deferred selection property, means the meeting notified by the valuation arbitrator under paragraph 4.20.1; and

deferred selection property means each property described in part 3; 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 40 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 4.4 electing whether or not to purchase a deferred selection property; and

Mahia East Coast Road Property means the deferred selection property located at Mahia East Coast Road PF 1856 as specifically described in part 3; and

market value, in relation to:

- (a) a deferred selection property, has the meaning provided in the valuation instructions in appendix 1 to part 4; and
- (b) the plantation forest, has the meaning provided in the valuation instructions in appendix 2 to part 4; and

nominated entity means the entity nominated by the governance entity to take title to Mangapahi Road, Mangapoike (11306) under paragraph 4.2; and

PROPERTY REDRESS

7: DEFINITIONS

notice of interest, in relation to a deferred selection property, means a notice given by the governance entity under paragraph 4.1 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

plantation forest means the commercial plantation forest located on the Mahia East Coast Road Property at the valuation date (excluding the land on which the forest is growing but only the pinus radiate crop growing on the land); 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

settlement notice has the meaning given to it by paragraph 5.47.1; and

terms of transfer means the terms of transfer set out in part 5; and

transfer period means, in relation to –

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

transfer property has the meaning given to it by paragraph 5.1; 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 4; and

TSP settlement date means, in relation to –

- (a) the licensed land, 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

valuation arbitrator, in relation to a deferred selection property means the person appointed under paragraphs 4.8 or 4.9, in relation to the determination of its market value; and

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