

**OMAPERE TARAIRE E AND RANGIHAMAMA X3A AHU  
WHENUA TRUST**

**PAPAKAINGA HOUSING  
POLICY AND PROCEDURE**

**Building on Papakainga  
SELF FUNDED  
(No Loan Required)**

Decide to live on Maori land?

Consider your entitlement  
(Actual area - see notes)

Seek support from other owners of  
the land block  
(see notes)

Seek permission from Trustees  
(Complete Application for License/Right to  
Occupy Residential agreement)

Engage a lawyer

Is License to Occupy for more  
than 21 years or more?  
(including terms of renewal)

NO

YES

Enter a Licence To Occupy  
(LTO) lease agreement with the  
Trust

NO

Is License to Occupy for more  
than 52 years or more?  
(including terms of renewal)

YES

Send two copies of  
license documents and  
pay \$20 fee to Maori Land

Court registrar will  
update records and  
return one copy with  
their endorsement

Complete application form  
(see notes)

Include evidence of approval  
for a long-term lease from 50%  
of shareholders

File completed application  
with Maori Land court and pay  
\$20 fee

Licence must be approved by  
Judge

Design your home

Gain Trustee approval for your home  
design

Complete building consent process  
with Council

Construction phase

Council consent sign-off

Trust will invoice annual fee for LTO

# Building on Papakainga LOAN REQUIRED

Decide to live on Maori land?

Consider your entitlement  
(actual area - see notes)

Apply for a Kainga Whenua Loan  
(Pre-approval)  
Refer Housing New Zealand Kainga  
Whenua Loan for Individuals  
(see attached)

Seek support from other owners of the  
land block (see notes)

Seek permission from Trustees  
(Complete Application for License/Right  
to Occupy Residential agreement)

Engage a Lawyer

NO

Is License to Occupy for more  
than 21 years or more?  
(including terms of renewal)

YES

Enter a Licence To Occupy  
(LTO) lease agreement with the  
Trust

Is License to Occupy for more  
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Include evidence of approval  
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Find a builder and produce a budget  
and plan

Complete building consent process  
with Council

Loan approval from bank

Sign the Tripartite Agreement  
Between You, the Bank and the  
Trust

Building starts

Progressive draw-downs

Building complete

Council consent sign-off

Trust will invoice annual fee for  
LTO

## Notes:

Licence to Occupy - the right to occupy multiply owned Maori land, the right is issued by the Ahu Whenua Trust and registered in the Maori Land Court.

1. Consider your entitlement (in terms of actual area on block). You can calculate this by dividing your shares by the total number of shares in the block and then multiplying it by the total area of the block. E.g you are a shareholder in a block that is 10 hectares in size. There are 200 owners and you have 10 shares out of a total of 100 shares. 10 shares divided by 100 shares - 0.1 x 10 hectares equals 1 hectare. Your entitlement would be an area of 1 hectare.  
Your entitlement will vary depending on the number of shares you have and the location of any occupation (as different parts of the block will have a different value). In many cases the area is smaller than you expect. The Act generally talks about occupation for the purpose of a site for a house. We generally suggest that a house site is around 0.1011 hectares in area, or ¼ of an acre.
2. Permission from other owners - multiple shareholdings can cause problems when you are trying to reach consensus about land use. In principle you need to at least attempt to discuss your occupation and building plans with other owners. When considering your approach ask yourself, if my occupation is challenged, can I demonstrate that I have support of the other owners I could find and that I have attempted to contact those I couldn't.
3. Permission from trustees or Maori Incorporation - they are responsible for managing land in accordance with the Maori Incorporation Constitution Regulations. In general, trustees and the incorporation must manage the land for the benefit of all owners collectively. You should discuss your occupation or building plans with those trustees or the incorporation.

On Maori land, the most common type of licence is a licence to occupy (LTO). Unlike standard licences however, an LTO on Maori land may also be considered a special type of lease, which has certain property rights associated with it, especially if the LTO:

- Grants occupation of a defined area or site on land
- Sets a fixed term for the licence
- Has rights of assignment and compensation for improvement
- Provides for the payment of rent and rates

The conditions of the licence is a matter between you and the party to the licence. Much like a lease, you must notify the Maori land court if:

- The term is for a period of 21 years or more, including any terms of renewal
- The term is for a period of more than 52 years or if 1 or more terms of renewal equate to more than 52 years (a long-term licence)
- A party to any licence obtains a transfer, variation, discharge or surrenders a licence which has a term of over 21 years.

The term of the licence will determine whether or not a registrar will note your documentation, or you will require court approval.

For a licence of less than 52 years the Maori land court will ask you:

- To send two copies of the licence documents
- To file your documents with the court - filing fee of \$20

A registrar will update the Land court's records and return one copy of the licence to you with their endorsement. No hearing is required.

For a licence of more than 52 years (a long-term licence), the Maori land court will ask you:

- To fill in a general application form (<http://maorilandcourt.govt.nz/assets/Documents/Forms/MLC-Form-1-General-application.pdf>)
- Also include evidence that you have sought, and received approval, for a long-term lease from at least half of the owners or persons who together own 50% of the land or 50% of the shares (if the land is vested in an incorporation).
- File your completed application with the court - filing fee of \$20

A long-term licence must be approved by a judge and a hearing will take place at a venue close to the land.

**OCCUPATION ORDERS - OMAPERE TARAIRE E AND RANGIHAMAMA X3A AHU WHENUA TRUST DOES NOT ISSUE OCCUPATION ORDERS ON TRUST LAND**



To find out more about the Kāinga Whenua loan process, visit [www.hnzc.co.nz](http://www.hnzc.co.nz) or call Housing New Zealand on 0508 935 266.

To ascertain your eligibility for a Kāinga Whenua loan: Call Kiwibank on 0800 272 278



## NŌKU TE WHENUA, NŌ ŌKU TIPUNA THE LAND IS MINE, INHERITED FROM MY ANCESTORS

### WE'RE HERE TO HELP

Building on multiple-owned Māori land can be a long and complicated process. Because of this, Housing New Zealand is here to support you through the process.

To talk to us about the assistance we can offer, call us on 0508 935 266. You can find further information about the Kāinga Whenua loan at [www.hnzc.co.nz](http://www.hnzc.co.nz)

The information contained in this brochure is intended to help you understand the Kāinga Whenua loan, and explains what you need to do to find out about building, re-locating or buying a house on Māori land. It is not intended to address the specific circumstances of any particular individual or entity. All reasonable steps have been taken to ensure the quality and accuracy of the information. Housing New Zealand makes no warranty, express or implied, nor assumes any legal liability or responsibility for the accuracy, correctness or completeness or use of any information contained in this brochure. The eligibility criteria or other policies applicable to the Kāinga Whenua loan may be changed, deleted, added to or otherwise amended without notice. The information contained in this brochure should not be construed as legal or professional advice and you should take advice from qualified professional people.

## KĀINGA WHENUA LOAN FOR INDIVIDUALS LENDING FOR HOUSING ON MULTIPLE-OWNED MĀORI LAND

# KĀINGA WHENUA

## Housing New Zealand and Kiwibank are working together to help Māori achieve home ownership on their multiple-owned land.

If you have a right to live on multiple-owned Māori land, a Kāinga Whenua loan enables you to build, purchase or relocate a house on that land. The loan can also be used for repairs to an existing house on multiple-owned land.

Kiwibank will approve and provide the loan, and you will need to meet their standard lending criteria as well as the Kāinga Whenua criteria. Housing New Zealand will underwrite the loan for the bank. A Kāinga Whenua loan is secured only against the house, not against the house and land as with most home loans.

With a Kāinga Whenua loan, Kiwibank can lend 100 percent of the house building costs or the purchase price of the house, up to \$200,000, subject to certain conditions.

The conditions include obtaining a licence to occupy the land, a valuation from a registered valuer and a satisfactory building contract. No deposit is required for a loan below \$200,000.

Kāinga Whenua loans are only available to those people who have no other access to finance to build or re-locate to or buy on their multiple-owned Māori land.

A Kāinga Whenua loan allows whānau to contribute to the repayment of the loan, as not all borrowers need to live in the house.

## WHAT CAN I BUILD/RELOCATE WITH A KĀINGA WHENUA LOAN?

Under a Kāinga Whenua loan there are certain requirements for the house you are planning to build, purchase or relocate to the land.

The requirements of a Kāinga Whenua loan are that the house needs to be:

- built on piles
- one storey of at least 70 square metres
- located on the mainland North or South Islands
- have reasonable road access.

## AM I ELIGIBLE FOR A KĀINGA WHENUA LOAN?

To be eligible for a Kāinga Whenua loan for individuals you need to meet all of the following requirements:

- the land needs to be Māori land that can't be mortgaged, and either owned by multiple beneficial owners or have the land ownership vested in trustees of a trust or incorporation, created under the Te Ture Whenua Māori Act 1993 (Eligible land also includes land received by iwi as part of Treaty settlements.)
- you need to have a licence to occupy the land you wish to build on
- at least one borrower must live in the house (it is not to rent or for use as a holiday home)
- you have an acceptable credit history.

## APPLYING FOR A KĀINGA WHENUA LOAN STEP BY STEP

If you can meet all of the eligibility criteria, there are 11 steps you will need to complete.

Please note this may end up being a long process due to the complexities involved in securing a licence to occupy multiple-owned Māori land.

For full details of the Kāinga Whenua loan criteria and process see the Kāinga Whenua Loan guide. To get a copy or to discuss any questions you may have visit [www.hnzc.co.nz](http://www.hnzc.co.nz), or call Housing New Zealand on 0508 935 266.

### Step 1. Decide to live on your multiple-owned Māori land

Consider the benefits, risks and costs of home ownership in a multiple-owned Māori land situation.

### Step 2. Apply for a Kāinga Whenua pre-approval

Kiwibank can assess your eligibility for Kāinga Whenua and advise how much money you could borrow.

### Step 3. Seek support from other owners of the land block

To qualify for a Kāinga Whenua loan, you will need the support of the other owners or trustees before you invest time and money. Once the loan is approved, the other landowners/trustees will need to sign the tripartite agreement (see Step 7).

### Step 4. Design your home

You need to design your home bearing in mind the requirements of a Kāinga Whenua loan (see 'What can I build' in this brochure).

### Step 5. Find a builder and produce a budget and plan

Your budget will need to meet Kiwibank's lending criteria. You must obtain all the council consents needed to comply with local bylaws.

### Step 6. Loan approval from bank

If your application fits with the Kāinga Whenua eligibility criteria, and Kiwibank's lending criteria, the bank will approve the loan.

### Step 7. Sign the tripartite agreement

The tripartite agreement is made up of the licence to occupy (including a site licence) and a deed of mortgage. It needs to be signed by you, the landowners and Housing New Zealand.

### Step 8. Register with the Māori Land Court\*

The Māori Land Court needs to register your licence to occupy.

### Step 9. Building starts

Build or relocation starts according to the design, plan and budget you submitted as part of your application.

### Step 10. Progressive draw-downs

Timings and finer details for progressive draw-downs will be unique to every Kāinga Whenua loan.

### Step 11: Building complete

Once the building is complete you can move in. Congratulations, you now have your own whare on your multiple-owned Māori land.

\*This step only applies to Māori land subject to Te Ture Whenua Māori Act 1993.

# Omapere Taraire E and Rangihamama X3A Ahu Whenua Trust

## Papakainga Housing Policies

### General

1. An applicant for a “licensed site” must be a current owner of Omapere Taraire E and Rangihamama X3A or a beneficiary of a Whanau Trust holding shares in Omapere Taraire E and Rangihamama X3A (the Trust order issued by the Maori Land Court prevents the Licensor (Trustees) from granting Licences to Occupy and Occupation Order’s to anyone other than beneficial owners. An application cannot be made by a minor or on behalf of a minor for a “licensed site” at Omapere Taraire E and Rangihamama X3A.
2. Each beneficial owner or beneficiary of a Whanau Trust shall be entitled to only one “licensed site” as described on the approved plan.
3. At the \_\_\_\_\_ AGM of beneficial owners of the Trust, the beneficial owners resolved and adopted that a beneficial owner wishing to apply for a “licensed site” must hold a minimum of \_\_\_\_\_ undivided shares in Omapere Taraire E and Rangihamama X3A.
4. The Licensor (Trustees) will only grant Licences to Occupy and Occupation Order’s in respect of the approved development plan. A site sought by an applicant must be one of the “licensed sites” as shown on the plan annexed to this policy statement.
5. Where two or more beneficial owners make application for the same “licensed site”, then priority for the application of that “licensed site” will be given to the applicant who lodges their application first for that “licensed site” to the Licensor (Trustees).
6. Applicants for a “licensed site” shall not be permitted to start any development or construction activity on the “licensed site” until their application has been considered and approved by the Licensor (Trustees) and a written notice and a completed signed License to Occupy or Occupation Order has been issued by the Licensor (Trustees) to the successful applicant for the “licensed site”.
7. Any person to whom a License to Occupy or Occupation Order has been granted must either:
  - i) Obtain a building and resource consent from the Far North District Council prior to any development or construction activity commencing or:
  - ii) Conforms to the NZ Building Code, if any person wishes to build a house with an alternative type of construction. They must submit all plans to the Licensor (Trustees) for their approval before commencing any development or construction activity. All costs related to this and any Territorial or Regional Authority that are imposed on that house including any restrictions, stop work or any other compliance and regulatory obligations shall be borne by the Licensee.
8. The Licensor (Trustees) will assist wherever they reasonably can with the reticulation of services to all “licensed sites”. However, this still remains the responsibility of the Licensee to provide the appropriate services to their “licensed site” and shall comply with the NZ Building Code.
9. Any person who has been issued a Licence to Occupy or Occupation Order from the Licensor (Trustees of Omapere Taraire E and Rangihamama X3A Ahu Whenua Trust) for a “licensed site” at Omapere Taraire E and Rangihamama X3A has three years to commence building a house and two years from the time of commencing construction to complete the house. If the Licensee fails to complete their house within this period, their License to occupy or Occupation Order will be terminated by the Licensor (Trustees) and their “licensed site” will be available to other beneficial owners or Whanau Trusts who have at least \_\_\_\_\_ undivided shares to acquire the “licensed site”.
10. Any Licensee who fails to build within the three year period may apply to the Licensor (Trustees) for a time extension but must provide appropriate reasons for such an extension. Such persons must apply before the three year period lapses. The Licensor (Trustees) will only be permitted to grant one extension for a period of six months.
11. All applicants must pay the Licensor (Trustees) an application fee for the approval process. This fee is to cover all printing costs, lodging application fee to the Maori Land Court, surveying costs, Trust solicitor’s and Trustees costs and all other associated costs towards the application. The fee shall be \$\_\_\_\_\_.
12. If at any time after completion and noting of the License to Occupy the person to whom the License is granted (“the Licensee”) wishes to apply for an Occupation Order under section 328 Te Ture Whenua Maori Act 1993 (“the Act”) and/or an order of the Court under section 18(1)(a) of the Act determining ownership of the dwelling house in favour of Licensee then a separate application to the Licensor (Trustees) for their consent is required by the Licensee. Generally, if the Licensee has met all his/her/their obligations under this Policy Statement, then the License to Occupy would be granted.

13. The Licensor (Trustees of Omapere Taraire E and Rangihamama X3A Ahu Whenua Trust) will hold an up to date register of all approved and pending Licence to Occupy and Occupation Order applications for the duration of the approved License and Order.
14. All applications received by the Licensor (Trustees of Omapere Taraire E and Rangihamama X3A Ahu Whenua Trust) will be pending until the applicant receives a written confirmation notice and the completed signed License to Occupy or Occupation Order from the Licensor (Trustees) approving their License or Order.

#### Special Policies for Applicants claiming through Whanau Trusts

15. Where an applicant is a Whanau Trust that has been created by the Court under section 214 of the Act then the following additional policies shall apply:
  - i) The trustees of the Whanau Trust must hold collectively a minimum of \_\_\_\_\_ shares in Omapere Taraire E and Rangihamama X3A and where “licensed sites” have already been or are in the future granted to more than one beneficiary from the same Whanau Trust, then each such License shall be deemed, for the purposes of this housing policy, to have reduced the Whanau Trusts shareholding by 50 shares.
  - ii) In addition to the policy referred to in paragraph 15 (i) of this Policy Statement, the Licensor (Trustees) will not grant “licensed sites” to applicants claiming as beneficiaries of a whanau trust where the total number of “licensed sites” already granted or are to be granted to the beneficiaries of that Whanau Trust exceeds the number of persons whose shares were initially settled in the trustees of that Whanau Trust. In respect of this policy, where a whanau trust is created in succession to a deceased person, then the trustees shall have reference to the number of persons whose shares were settled in the Whanau Trust as being equivalent to the number of successors to that deceased beneficial owner. The policy in respect of the share qualification referred to in paragraph 15(i) will still apply.
  - iii) The Licensor (Trustees of Omapere Taraire E and Rangihamama X3A Ahu Whenua Trust) will require written confirmation from trustees of the Whanau Trust that they approve the allocation of that site to the applicant and acknowledge that the allocation of that “licensed site” will reduce the remaining number of “licensed sites” available to the beneficiaries of that Whanau Trust.

#### Appendix One

##### Omapere Taraire E and Rangihamama X3A “Licensed Site” Development

Each Licensed site has a minimum area of \_\_\_\_\_

*(you will need to include a map showing available sites)*

Licensor - is the Trustees of Omapere Taraire E and Rangihamama X3A Ahu Whenua Trust who were elected at an Annual General Meeting by the Land Owners and Beneficiaries and they are registered as the Trustees for Omapere Taraire E and Rangihamama X3A Ahu Whenua Trust at the Maori Land Court.

Minor - is described as a person under the age of 18 years.

Licensee - Approved Holder of the License to Occupy or Occupation Order.



# Omapere Taraire E and Rangihamama X3A

## Ahu Whenua Trust

### Application for a License/Right to Occupy

1. Applicant name (First name) \_\_\_\_\_  
(Surname) \_\_\_\_\_
2. Any other names that you are known under \_\_\_\_\_
3. Address \_\_\_\_\_
4. Contact - Home ph \_\_\_\_\_ work ph \_\_\_\_\_ cell ph \_\_\_\_\_
5. Email address \_\_\_\_\_
6. Date of Birth \_\_\_\_\_ 7. Number of shares personally held \_\_\_\_\_
8. Do you belong to a Whanau Trust YES / NO (Please circle the one that applies to you)
9. Name of Whanau Trust  
\_\_\_\_\_

**Note:** If applying as a beneficiary of a Whanau Trust please attach the written consent of all trustees of the Whanau Trust.

10. The preferred site you are applying for (refer to plan attached)  
\_\_\_\_\_
11. Do you need to obtain a loan for the building you intend to erect on the site? YES / NO  
(Please circle the one that applies to you)
12. If you have answered 'yes' to number 11, please provide the name of the bank, lending institution or other financier \_\_\_\_\_
13. Name of and contact details of your lawyer if you have one  
(Lawyers Name) \_\_\_\_\_  
(Contact Details ph Address) \_\_\_\_\_

**YOUR APPLICATION WILL NOT BE ACCEPTED OR PROCESSES UNLESS THIS APPLICATION FORM IS FULLY COMPLETED AND THE ADMINISTRATION FEE OF \$ \_\_\_\_\_ IS PAID**

**SIGNED by the Applicant** \_\_\_\_\_

**DATE** \_\_\_\_\_

# OMAPERE TARAIRE E AND RANGIHAMAMA X3A

## AHU WHENUA TRUST

LICENSE/RIGHT TO OCCUPY RESIDENTIAL

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN

THE PARTIES

THE LICENSOR - OMAPERE TARAIRE E AND RANGIHAMAMA X3A AHU WHENUA TRUST

AND

THE LICENSEE - \_\_\_\_\_

### THE LAND

OMAPERE TARAIRE E AND RANGIHAMAMA X3A BLOCK being all the land comprised in the amalgamation order of the Maori Land Court, Tai Tokerau District, Dated \_\_\_\_\_.

### THE LICENSE SITE

\_\_\_\_\_ m2 (square metres) as identified in the attached Plan noted as License Site No \_\_\_\_\_. The Licensor hereby grants the licensee the right to occupy the "license site" for the specific purpose of housing the Licensee upon the terms and conditions as set out below. The term of the license (subject to the provision below as to early termination) shall be for (the lifetime of the Licensee or for \_\_\_\_\_ (\_\_) years from the date hereof whichever is the longer.

## **TERMS AND CONDITIONS**

### **1. ANNUAL CONTRIBUTION**

The Licensee shall pay a contribution of \$\_\_\_\_\_ per year. This annual payment shall be made on \_\_\_\_\_ (each year) at such place as the Licensor directs.

### **2. MAINTENANCE OF SITE AND BUILDING**

The Licensee shall keep the “license site” and the house, and other buildings erected on the site clean and tidy.

### **3. RATES**

The Licensee shall pay all rates in respect of the “license site”, and where the “license site” is not separately rateable, Licensee shall pay to the Licensor upon demand a proportionate share of rates for the whole of the land. The Licensor shall apportion the rates payable by the Licensee for the license site on an area basis (or on any other basis considered by the Licensor to be more equitable to the respective owners).

### **4. FENCES**

The Licensee shall, if required by the Licensor erect and maintain a good stock proof fence around the “license site”.

### **5. BUILDINGS/OTHER DWELLINGS**

The Licensee shall use the “license site” only for housing purposes and solely for the use and benefit of the Licensee household unless otherwise approved by the Licensor (Trustees).

### **6. EARLY TERMINATION**

Notwithstanding the earlier provisions of this license as to the length of term the Licensor may, at their discretion terminate this license.

- i) If any house constructed is removed from the “license site”
- ii) If the Licensee has NOT;
  - a) Commenced construction of a dwelling on the “licensed site” within three (3) years of the date of granting this License, or
  - b) Completed construction of a dwelling on the “licensed site” within two (2) years from the date the construction of the dwelling commenced;
- iii) If there is money owing by the Licensee under a loan agreement with a bank, lending agency or other financier and if the Licensee makes any structural

alteration or additions to the house erected under the loan agreement without the consent of the Licensor;

- iv) If the Licensee is in breach of any one or more of the Licensee's obligations under this license - and the breach continues for sixty (60) days after the Licensor has issued a written notice to the Licensee to remedy the breach. While there is money owing to a bank, lending agency or other financier as a lender under a loan agreement in respect of any house built on the license site, the Licensor may give written notice to the bank, state lending agency or other financier to the same effect requiring the breach to be remedied and the Licensor shall not terminate the license until such notice has expired.

## **7. STATUTORY OBLIGATIONS**

Where under any Act, Regulation or Bylaw any obligation is placed upon the occupier of the land, the Licensee shall (in respect of the "license site") perform the obligations imposed on the occupier including any costs or penalty (for the costs entailed in performing any obligation) in respect of the "license site" which may otherwise be payable by or imposed on the Licensor as the statutory administrator of the land. The Licensee shall obtain at the Licensee's cost such resource and building consents as may be required with respect to the use of the "license site" for the purpose intended (having regard also to the number of other houses already erected on the land) and to the construction of the house on the "license site" and shall obtain such consents as may be required before the commencement of construction of the house on the "license site".

## **8. ASSIGNMENT**

This license may only be transferred or assigned by the licensee with the consent of the Licensor in writing. In considering a request for consent to the transfer or assignment of a license, the Licensor will normally not consent to an assignment unless:

- i) The transferee or assignee is:
  - a) A beneficial owner of the land; or
  - b) A child or whangai issue of a beneficial owner of the land; or
  - c) A brother, sister, or parent of a beneficial owner of the land; or
  - d) A brother, sister, or a parent of a beneficial owner of the land; or
  - e) A child or whangai issue of a parent of a beneficial owner of the land; or
  - f) A child or whangai issue of a brother or a sister of any such parent

- ii) The transferee is the spouse of the Licensee and is entitled to an interest for life in the “license site” or until remarried.

The provisions of this clause shall not effect any assignment by operation of law.

## **9. LOAN OBLIGATIONS**

The terms and conditions in this clause are inserted for the benefit of the bank, lending institution or other financier as lender under a loan agreement in respect of any house built on the license site and shall remain in effect while there are any monies owing to that bank, lending institution or other financier by the Licensee under a loan agreement

- i) The licensee shall keep the house insured to its full insurable value against loss or damage by fire, flood or tsunami in the names of and for the respective interests of the bank, lending institution or other financier and the Licensee.
- ii) The Licensee shall not borrow any money for the purposes of construction from any other source except with the prior written consent of the bank, lending institution or other financier
- iii) This license shall be attached to the loan agreement as a schedule to it.
- iv) The Licensee shall not make any structural alterations to the house without the prior written consent from the bank, lending institution or other financier and Licensor.

## **10. OPTION TO BUY**

If the license is determined for any reason and there is a house and associated improvements on the “license site” belonging to the Licensee, the Licensee shall be at liberty at any time within four (4) months of the date of determination to remove the said house and associated improvements. The Licensee shall exercise proper care in the right to reduce to a minimum, damage to the land in the removal. However the Licensor may, within six (6) weeks of the determination give notice to the Licensee that they wish to purchase the house or make any improvements.

The price to be paid shall be fixed in accordance with the following procedures:

- i) The amount of the value of improvements (but excluding any interest in the land) shall be determined by a registered valuer appointed by the Licensors.
- ii) If the Licensee disputes the value of the improvements stipulated in the Licensor’s Valuation Report, the Licensee may also appoint a registered valuer to determine such value. The licensee shall provide the Licensor with a copy of the Licensee’s Valuation Report.
- iii) The Licensor and the Licensee may agree on a fair value for the house and the improvements having regard to both Valuation Reports.

- iv) If both parties disagree on a fair value for the house then it may be referred for determination on the value to another registered valuer nominated by the Licensor who shall finally determine the value having regard to both Valuation Reports and his own assessment of a fair value for the house. This will be determined as the final agreed value.

## **11. LEGISLATION**

The Licensee and the Licensor agree in the event of enactment of “Papakainga Legislation” to apply to the Maori Land Court for an order conferring on the Licensee the right to occupy the “license site” upon similar terms and conditions to the license (so far as it is possible) and the Licensee hereby appoints the Licensor as agent to make such applications at the cost of the Licensee. The term “Papakainga Legislation” means legislation empowering the grant by the Maori Land Court of the transmissible right to occupy a specified part of the land which right is capable of being charged (and not being an order of partition).

## **12. ACCESS**

The Licensor shall grant to the Licensee reasonable access across the land to the “license site”. In the event of any dispute over the line of access, the Licensor shall determine the actual line of access and the Licensee’s obligation to contribute to the cost of the formation and maintenance of the access.

## **13. LIMITATIONS**

The Licensee acknowledges that this license gives the Licensee no additional rights or responsibilities over the balance of the land other than the rights and responsibilities of a beneficial owner in multiple title.

## **14. LICENSOR RIGHTS**

This license gives the Licensee the use and occupation of the “license site”, but provides the Licensor with reasonable access for the purpose of:

- i) Maintenance
- ii) Any illegal activities
- iii) Health and safety

## **15. COSTS**

The licensee shall pay:

- i) The cost of preparation and stamping of the license
- ii) The costs of noting the license in the Maori Land Court
- iii) An annual contribution noted in clause 1 of the license

- iv) Any costs associated with clause 10 of this license
- v) Any costs associated with clause 12 of this license

**16. RIGHT OF RENEWAL**

Upon expiry of the term hereinbefore specified this license may be renewed for such further term and upon conditions as may be negotiated between the Licensor and the Licensee AND for this purpose the Licensee shall give to the Licensor three (3) months notice of the Licensee's intention to seek renewal of this license.

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SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As a Omapere Taraire E and Rangihamama X3A Ahu Whenua Shareholder)

Licensee in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

-----  
SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As Omapere Taraire E and Rangihamama X3A Ahu Whenua Trustee)

Licensor in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

-----  
SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As Omapere Taraire E and Rangihamama X3A Ahu Whenua Trustee)

Licensors in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

-----

SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As Omapere Taraire E and Rangihamama X3A Ahu Whenua Trustee)

Licensors in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

-----

SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As Omapere Taraire E and Rangihamama X3A Ahu Whenua Trustee)

Licensors in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

-----

SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As Omapere Taraire E and Rangihamama X3A Ahu Whenua Trustee)



Licensor in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

-----

SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As Omapere Taraire E and Rangihamama X3A Ahu Whenua Trustee)

Licensor in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

-----

SIGNED by the said: \_\_\_\_\_ DATE \_\_\_\_\_

(As Omapere Taraire E and Rangihamama X3A Ahu Whenua Trustee)

Licensor in the presence of: \_\_\_\_\_ DATE \_\_\_\_\_

Witness:

Occupation:

Address:

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