

**Licence to Occupy – Stage 1  
Point England and Panmure  
North, TOC50 - Larsen and Torino**  
(Version 2.0 February 2022)



**Tāmaki Regeneration Limited**

Licensor

and

**Kāinga Ora Homes and Communities**

and

**Housing New Zealand Build Limited**

(together referred to as the Licensee)

**Date** 28 September 2023

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This **Licence to Occupy** is made on

2023

- between** (1) **Tāmaki Regeneration Limited (Licensor)**
- and** (2) **Kāinga Ora Homes and Communities (Licensee)**
- and** (3) **Housing New Zealand Build Limited (Licensee)**

((2) and (3) together and individually referred to as the Licensee)

## Introduction

- A. The Licensor and the Licensee have entered into an umbrella agreement dated 21 December 2018 (**Umbrella Agreement**).
- B. The Licensor is the registered proprietor of the TRL Land described and shown on the map in the Schedule to this Licence (the **Property**).
- C. In accordance with clause 13.2(a) of the Umbrella Agreement, the Licensor has agreed to grant the Licensee a licence to occupy the Property on the terms and conditions set out below.

## It is agreed

### 1. Interpretation and Definitions

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#### Definitions

*Licence Commencement Date* means the date agreed as the Vacant Possession Date and for the purposes of this licence means **Friday, 29 September 2023**.

#### Interpretation

Unless the context otherwise requires, defined terms used in this licence shall bear the same meaning as those terms have in the Umbrella Agreement.

### 2. Occupation under licence

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In consideration for the payment of a licence fee of \$10 (receipt of which is hereby acknowledged), the Licensor hereby grants to the Licensee (and to the extent necessary, its employees, financiers, consultants, agents and contractors) a licence to occupy the Property or part thereof, on and from the Licence Commencement Date for the purposes of (and being limited to) undertaking:

- (a) the demolition, deconstruction and removal of TRL Existing Houses located on the Property; and
- (b) the Remediation (as that term is defined in the Umbrella Agreement) and subdivision (including required civil and earth works) of the Property,

in accordance with the Licensee's obligations under clause 13 of the Umbrella Agreement, from and including the date of this licence to the earliest of:

- (c) the termination of this licence in accordance with clause 6;

- (d) the termination of the Umbrella Agreement (save in respect of any Stages in Progress); or
- (e) the Superlot Settlement Date taking place in respect of the relevant Superlot, in which case this licence shall only be partially terminated as it applies to that Superlot.

### **3. Licensee's covenant**

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#### **3.1 Maintenance**

The Licensee shall at all times and at its own cost:

- (a) comply with clause 14 of the Umbrella Agreement;
- (b) comply with TRL's reasonable requirements in respect of any works to be undertaken on the Property during the term;
- (c) exercise its rights under this Licence in a manner that causes the Licensor and any owners or occupiers of adjoining or nearby properties the least possible inconvenience and disruption having regard to the nature of the works involved;
- (d) make good any loss or damage to the Property, the Licensor, or any owners or occupiers of adjoining or nearby properties which arises from the Purchaser's activities in accordance with the terms of this Licence;
- (e) ensure that no damage is caused to any part of the Property or suffered by the Licensor through the exercise of the rights conferred by this Licence; and
- (f) take all reasonably necessary precautions to prevent nuisance from water, smoke, dust, rubbish and other causes.

#### **3.2 Compliance**

The Licensee shall at all times comply with all Laws affecting or relating to the Property or to the use or occupation of the Property and shall also comply with the provisions of all consents, licences, requisitions, notices or orders made or given by any Authority, local body or other authority in relation to the Property, and all interests to which the title(s) to the Property are subject.

#### **3.3 Health and Safety**

The Licensee agrees that it will comply with the obligations of Kāinga Ora Homes and Communities under clause 24 of the Umbrella Agreement to fulfil its relevant health and safety responsibilities.

### **4. Licensor's covenant**

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The Licensor shall permit the Licensee such rights of access to the Property as may be reasonably required by the Licensee in order to exercise the Licensee's rights, and carry out the Licensee's obligations, set out in this Licence.

## 5. Outgoings

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The Licensee shall, upon receipt of a valid tax invoice made out to Kāinga Ora Homes and Communities, pay to the Licensor:

- (a) all local authority rates and charges for water, electricity, gas, telephone and other services connected to the Property; and
- (b) any penalties incurred through any late payment by the Licensee of any such rates, charges or levies.

## 6. Default

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If at any time the Licensor gives notice to the Licensee in writing specifying any material breach of one or more of the covenants in this Licence which breach remains unremedied 20 Business Days after giving the notice, then it shall be lawful for the Licensor to re-enter upon the Property or any part thereof in the name of the whole and thereby determine the estate of the Licensee without releasing the Licensee from any liability in respect of any antecedent breach.

## 7. Licensee not to assign or transfer rights and ability to sub-licence with Developer/Builder

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### 7.1 No Assignment

The rights of the Licensee recorded in this licence are personal to the Licensee and are not assignable or transferable.

### 7.2 Sub-Licence

Notwithstanding clause 7.1 above, the Licensee may grant sub-licences to a Developer/Builder to occupy the Property or part thereof and undertake development works in accordance with the relevant D/B Contract.

## 8. Miscellaneous

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### 8.1 Costs

- (a) Each party shall bear its own costs of and incidental to the preparation and execution of this Licence and any extension or variation of this Licence.
- (b) The Licensee shall pay all costs, charges and expenses for which the Licensor shall become liable in consequence of or in connection with any breach or default by the Licensee in the performance of any of the covenants in this Licence.

### 8.2 Expert Determination

- (a) If any dispute or difference shall arise between the parties as to:
  - (i) the meaning or application of any part of this Licence; or
  - (ii) any other matter in connection with or which may have an effect on this Licence

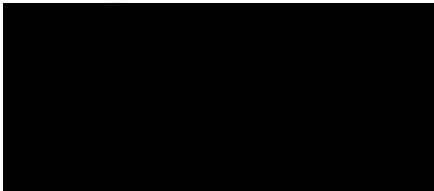
the dispute or difference shall be referred by either party for resolution pursuant to clause 27.2 of the Umbrella Agreement.

### 8.3 No interest

The Licensee has a personal right of entry onto the Property pursuant to this Licence but no interest in the Property (other than as provided for in this Licence) and the right to ownership, possession and control of the Property shall remain vested in the Licensor at all times.

## Execution

**Executed** as an agreement  
**Tamaki Regeneration Limited** under  
delegated authority by:

A large black rectangular redaction box covering the signature of the authorized signatory for Tamaki Regeneration Limited.

\_\_\_\_\_  
Signature of authorised signatory

Shelley Katae – Chief Executive under delegated authority

\_\_\_\_\_  
Print name of authorised signatory

**Executed** as an agreement  
**Kāinga Ora Homes and Communities**

Under delegated authority by:

A large black rectangular redaction box covering the signature of the authorized signatory for Kāinga Ora Homes and Communities.

\_\_\_\_\_  
Signature of authorised signatory

Adam Johnstone - Project Director

\_\_\_\_\_  
Print name of authorised signatory

**Executed** as an agreement  
**Housing New Zealand Build Limited**

Under delegated authority by:

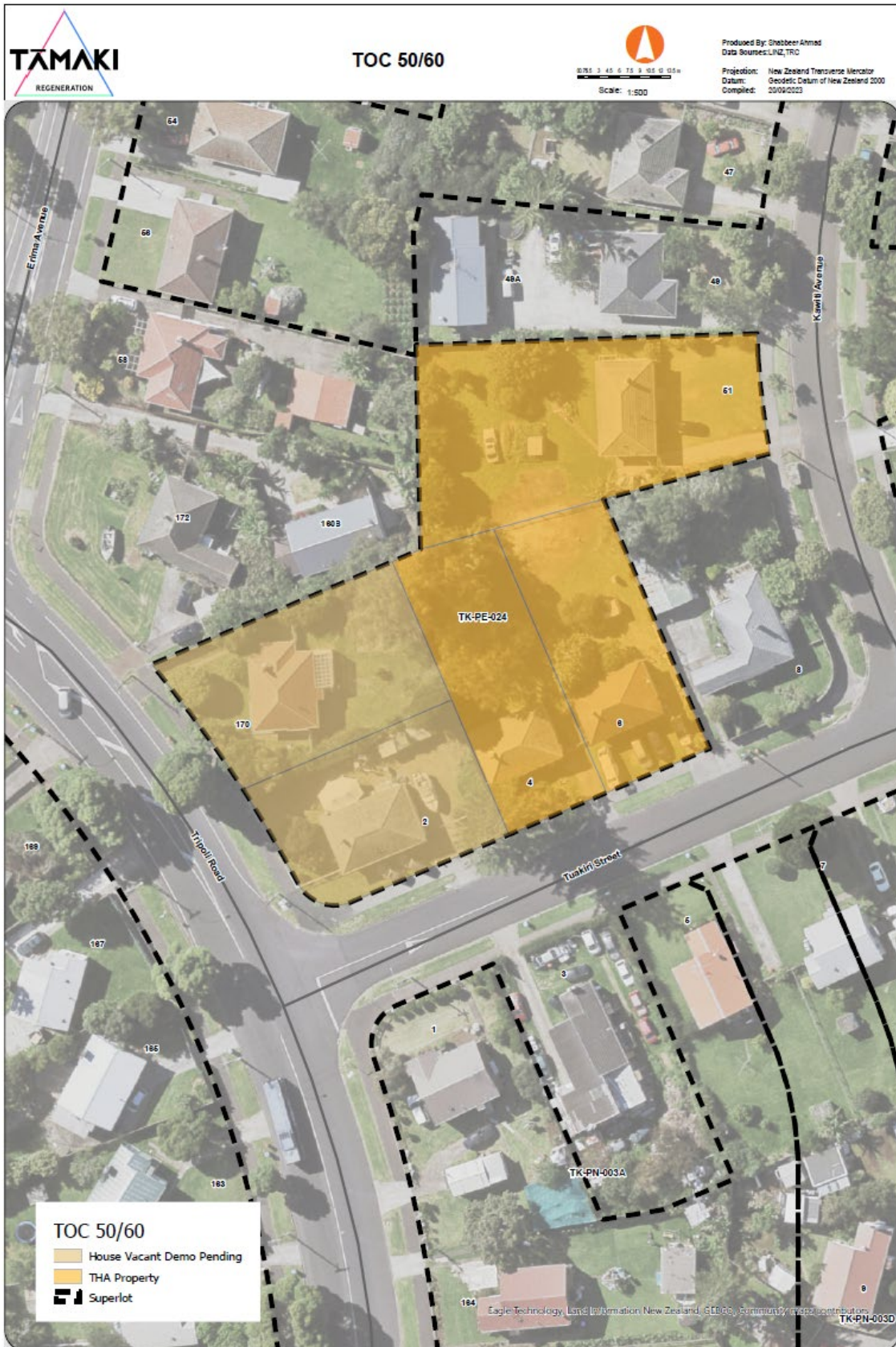
\_\_\_\_\_  
Signature of Authorised Signatory

\_\_\_\_\_  
Name of Authorised Signatory

### Schedule 1

Where there is a conflict between the maps and the tables, the tables prevail.

#### Stage 1 Point England and Panmure North, TOC50 - Larsen and Torino



Property Address	Area m2	Suburb	Post Code	Legal Description	Record of Title	Parcel ID	Title Type	Project
2 Tuakiri Street	670	Pt. England	1072	Lot 355 DP 39859	NA22C/63	5182107	Fee Simple Freehold	TK-PE-024
4 Tuakiri Street	660	Pt. England	1072	Lot 356 DP 39859	NA22C/64	4806931	Fee Simple Freehold	TK-PE-024
6 Tuakiri Street	665	Pt. England	1072	Lot 357 DP 39859	NA22C/65	5094146	Fee Simple Freehold	TK-PE-024
170 Tripoli Road	776	Pt. England	1072	Lot 354 DP 39859	NA54A/317	4935149	Fee Simple Freehold	TK-PE-024
51 Kawiti Avenue	1196	Pt. England	1072	Lot 359 DP 39859	NA22C/66	5192887	Fee Simple Freehold	TK-PE-024