

Approved by the Registrar-General of Land, Wellington No. 105178

Wellington

Land Registry Office

MEMORANDUM OF LEASE

LESSORS: MIDDLETON DEVELOPMENT LIMITED at Wellington

LESSEE: MIDDLETON DEVELOPMENT LIMITED at Wellington

324708.3 L

SCHEDULE A

C.T. OR DOCUMENT REF.	DESCRIPTION OF FLAT AND LOT & D.P. NO. OR OTHER DESCRIPTION	ENCUMBRANCES, LIENS & INTERESTS
<u>Part</u> 16B/855	Flat. No. ~ 19 and Carport on D.P. 49931 (hereinafter called "the Flat") being that part of that building (hereinafter called "the said building") of which the Flat forms part, erected on that piece of land (hereinafter called "the said land") being Lot 5 on DP 44682 (See also clause 14)	SUBJECT TO: 1. Fencing Covenant in Transfer 200688.3 2. Fencing and Restrictive Covenants in Transfer 203552.1 3. Memorandum of Mortgage No. 314365.1 29MC79 48508 DTY 000000 NEW ZEALAND STAMP DUTY UNV
Area 1411m ²		
Locality		
City of Wellington		

TERM: 999 years commencing on the 27th day of February 1979
RENTAL: 10 cents per annum payable by the Lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question).

1. The Lessee hereby covenants with the Lessors as set out in Schedule B hereof.
2. The Lessors do and each of them doth hereby covenant with the Lessee as set out in Schedule C hereof.
3. It is hereby covenanted and agreed by and between the Lessors and each of them and by and between the Lessors and the Lessee as set out in Schedule D hereof.
4. The parties hereby agree that the words "proportionate share" shall be deemed to mean a one- third share; calculated in terms of the number of flats contained in the said building.
5. The parties hereby agree that the words "freehold share" shall be deemed to mean a one- sixth share; calculated in terms of the number of flats contained in all buildings erected on the said land.
6. The parties hereby agree that the covenants and conditions set out in Schedules B, C and D herein form part of this Lease.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DOTH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee as tenant and subject to the conditions restrictions and covenants set forth herein.

IN WITNESS WHEREOF these presents have been executed this 28th day of March 1979

~~XXXXXXXXXXXX~~ SIGNED by
MIDDLETON DEVELOPMENT LIMITED by
its Attorney WILLIAM ROSS MULHOLLAND

MIDDLETON DEVELOPMENT LIMITED
by its Attorney :-

in the presence of:

William Ross Mulholland
Wellington

L 324708.3 Lease

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~~THE COMMON SEAL OF~~ SIGNED by
MIDDLETON DEVELOPMENT LIMITED by
its Attorney WILLIAM ROSS MULHOLLAND
~~was hereto affixed as Lessee~~
XXXXXXXXXXXX

MIDDLETON DEVELOPMENT LIMITED
by its Attorney :-

in the presence of:

William Ross Mulholland
Wellington

14. THE Lessee shall remain the owner of an undivided one thirty-fifth (1/35th) share in fee simple in Lots 9 and 10 DP 44682 and also of a freehold share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed (provided always that this Clause shall not apply to the first Lessee hereof).

15A THE Lessee shall forthwith upon demand being made in writing from time to time by the registered proprietors of Lots 9 and 10 on DP 44682 (hereinafter called "the communal land") or their agent pay to the said registered proprietors or a person nominated by them a 1/35th share of the following costs payable in respect of the communal land and the communal amenities situated thereon:

- (a) The care and maintenance of the communal land and the said communal amenities
- (b) To create a general reserve fund to meet contingent repairs and maintenance of the said communal amenities
- (c) All other expenses arising out of the proper management control maintenance and administration of the communal land and the said communal amenities

All moneys payable under this Clause shall be payable to a person nominated by the registered proprietors from time to time of the communal land or a three quarter majority of the said registered proprietors with instructions to disburse the same for the foregoing purposes.

CBM

I, WILLIAM ROSS MULHOLLAND of Wellington in New Zealand,
Solicitor hereby certify :

1. THAT by Deed dated the 4th day of August 1978
MIDDLETON DEVELOPMENT LIMITED a duly incorporated company
having its registered office at Wellington, in New Zealand,
appointed me its Attorney on the terms and subject to the
conditions set out in the said Deed.

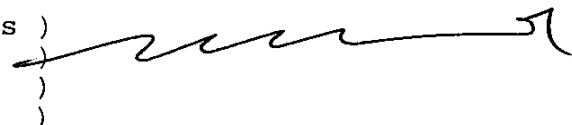
2. THAT a copy of the said Deed has been registered at
the Land Transfer Office at Wellington under No. 258359.1.

3. THAT at the date hereof I have not received any notice
or information of the revocation of that appointment by the
winding up or dissolution of the said corporation or
otherwise.

SIGNED at Wellington this)

28th day of March)

1979 :-)



20. THAT in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a proportionate share of the cost of so doing.

21. THAT the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. THAT the Lessee shall have the right to let the Flat to a reputable and solvent subtenant provided that the Lessee shall ensure that the subtenant enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

23. THAT in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful for but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars (\$10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

24. THAT in the event of this lease being determined or becoming determinable in the manner herein provided then in any such case:—

- (a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and
- (b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and
- (c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;

AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purposes of this Clause 24 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

25. THAT there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. THAT if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, the said building or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its Amendments or any Act in substitution thereof.

27. THAT notwithstanding any provisions contained or implied herein, where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this Lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.

28. THAT in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:—

- (a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If the proposed action is not agreed to within fourteen days after the last date of service of the said notices that matter shall be deemed to be a question to be arbitrated pursuant to Clause 26 hereof.
- (c) The parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

29. THAT notwithstanding the provisions of Clause 28 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as is practicable to the existing colour scheme.

30. THAT without negating the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a Memorandum of Transfer of the Lessee's interest hereunder to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements herein expressed or implied but without releasing the Transferor from any liability which may have arisen hereunder prior to the registration of such Memorandum of Transfer and thenceforth after the registration of any such Memorandum of Transfer the obligations herein expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by such Transferee, and the Lessors shall have no recourse to the Transferee's antecedents in title.

31. THAT wherever used in these presents:—

- (a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.
- (c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.
- (d) Words importing one gender shall include the other gender as the case may require.
- (e) Words importing the singular or plural number shall include the plural or singular number respectively.

RECALL FILE LABEL



F5000006628456

Correct for the purposes of the Land Transfer Act

Solicitor for the Lessee

REGISTERED IN
TRIPLICATE

LEASE

Particulars entered in the Register as shown in the
Schedule of Land herein on the date and at the time
stamped below.

District
Assistant

Land Registrar
of the District of Wellington



Leasehold ☒

Title

Issued

190/1227 A.L.R.

PHILLIPS, SHAYLE-GEORGE & CO.

SOLICITORS

WELLINGTON & PETONE, N.Z.

1.75

THE CAXTON PRESS, CHRISTCHURCH

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MAR 30 1903

District Land Registry
Wellington No.2

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CT 168/855

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