

View Instrument Details



Instrument No 12892761.1
Status Registered
Date & Time Lodged 15 January 2024 16:23
Lodged By Milmine, Mickayla Jane
Instrument Type Lease



Affected Records of Title	Land District
1164187	Canterbury
CB16K/610	Canterbury

Annexure Schedule Contains 5 Pages.

Lessor Certifications

I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Angela Jean McKay as Lessor Representative on 22/12/2023 11:42 AM

Lessee Certifications

I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Chris John Robertson as Lessee Representative on 22/12/2023 11:49 AM

*** End of Report ***

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Lease instrument

(Section 91 Land Transfer Act 2017)

Record of Title (unique identifier)	All/part	Area/Description of part
CB16K/610	All	

Lessor

Ashburton District Council
(formerly the Ashburton Borough Council which has vested in the new local authority by virtue of a reorganisation order made under the Local Government Act 2002)

Lessee

Cameron Street Flats Limited

Estate or Interest

Fee simple

Lease Memorandum Number

Not applicable

Term

In accordance with the Memorandum of Lease attached

Rental

In accordance with the Memorandum of Lease attached

Lease and Terms of Lease

In accordance with the Memorandum of Lease attached

MEMORANDUM OF LEASE

The Lessor being a leasing authority within the meaning of the Public Bodies Leases Act 1969 and being registered as the owner of an estate in fee simple subject to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed in all that piece of land situated in the Ashburton District (Canterbury Registry) being

Area	Legal Description	Title Reference
1011m2	Section 491 of the Town of Ashburton	CB16K/610

(the **Land**)

And the Land was subject to Memorandum of Lease Number 6208819.1 which expires by effluxion of time on the 30 day of November 2023.

The Lessee as Lessee of the Land by virtue of Memorandum of Lease has requested the Lessor to grant it a renewed Lease of the Land for a further term of 21 years and a yearly rental of such renewed Lease has been determined in manner provided by "The Municipal Corporations Act 1954" and "the Public Bodies Leases Act 1969".

Therefore, in consideration of the rent reserved and the covenants, conditions and agreements on the part of the Lessee all the Land is to be held by the Lessee as tenant for the term of 21 years from and inclusive of the 1 day of December 2023 (the **Term**) at the yearly rental of \$20,800.00 exclusive of GST (if any) per annum, such rental to be paid by equal quarter yearly instalments in advance on the 1 day of December, the 1 day of March, the 1 day of June and the 1 day of September in every year the first of such payments to be made on the 1 day of December 2023.

Subject to the following covenants conditions and restrictions:

The Lessee covenants with the Lessor as follows:

1. That the Lessee will not at any time or times during the Term without the licence and consent in writing of the Lessor first had and obtained:
 - a) Assign, transfer, sublet or part with the possession of the Land or any part thereof but such consent shall not be withheld from any assignment, transfer or subletting to a respectable and solvent person;
 - b) Remove, stop up or otherwise interfere with any pipes, drains or sewers which now are or may at any time be in or upon the Land.
 - c) Make any excavation in or alter the level of the Land.
 - d) Carry on or cause or permit or suffer to be carried on upon the Land or in any building thereon any dangerous, noisy, noxious, unwholesome or offensive trade.
2. That the Lessee "will insure" provided always that in the event of the Lessee mortgaging or charging the interest of the Lessee it shall be lawful for the Lessee to insure and keep insured all buildings now or hereafter to be erected or built upon the Land in the name of the Mortgagee for the time being and to deliver to such Mortgagee the Policy or Policies evidencing such insurance and every renewal receipt in respect thereof.

3. That the Lessee will pay all rates levied or charged in respect of the Land and shall also pay all taxes and duties imposed in respect of the Land or rental, including any goods and services tax at the rates payable at the time any such payments are due.
4. That the Lessee will every fifth year during the Term paint all the outside woodwork and ironwork of any buildings upon the Land with at least two coats of good oil colour in a proper and workmanlike manner.
5. That the Lessee will from time to time and at all times during the Term repair and keep in good and tenable repair and condition all buildings erections and other improvements which are now or may at any time during the Term be erected upon the Land.
6. That the Lessee will not without the consent of the Lessor in writing first had and obtained remove or suffer to be removed from the Land any buildings, erections or improvements thereon whether the same be affixed to the freehold or not and will at the expiration or sooner determination of the Term in the manner hereinafter mentioned yield and deliver up to the Lessor and the Land with all the said buildings, erections and other improvements in good and tenable repair and condition.
7. That the Lessee will allow the Lessor at any time or times during the Term to enter upon the Land and lay such drain or water pipes or construct such covered sewers the Lessor acting by its Council may think necessary for the public service and for such purposes the officers, servants and workmen of the Lessor shall have full right to enter upon the Land and any buildings thereon at all reasonable hours.
8. That the Lessee will not at any time or times during the Term erect any dwelling house or other building upon the Land unless and until the plans thereof shall have first been submitted to and approved of by the Lessor but such approval shall not be unreasonably withheld.

AND it is mutually agreed and declared as follows:

9. If the Lessee shall be desirous of taking a renewed lease of the Land for a further term of years not being less than seven nor more than twenty one years from the expiration of the Term granted and of such desire shall prior to the expiration of the said last mentioned term give to the Lessor four calendar months previous notice in writing and shall pay the said rent hereby reserved and observe and perform the covenants herein contained whether expressed or implied and on the part of the Lessee to be observed and performed up to the expiration of the Term granted the Lessor shall upon the request of the Lessee and upon the Lessee executing an acceptance of such lease execute to the Lessee a renewed lease of the Land for such further term of years as aforesaid at a yearly rental to be determined by three independent and competent valuers to be appointed in writing one by the Lessor, one by the Lessee and the third by the two valuers so appointed the decision of the said valuers or any two of them to be binding upon both the Lessor and the Lessee and under and subject to the same covenants and provisions as are herein contained whether expressed or implied including this present provision the said lease to be prepared and registered by the Lessor's Solicitors at the expense of the Lessee.
10. If the Lessee shall not avail itself of the option of obtaining a renewed lease of the Land granted to it then and in such case the following provisions shall apply:

- a) Three calendar months prior to the expiration of the Term granted two separate valuations shall be made by independent and competent persons to be appointed in writing one by the Lessor and one by the Lessee and such two independent and competent persons before commencing to make the valuations shall together appoint a third independent person who shall be an umpire between them.
 - b) The decision of the two valuers, appointed by the Lessor and the Lessee respectively, if they agree or in such respects as they agree or of the umpire if the two valuers do not agree or in such respects as they do not agree shall be binding on all parties.
 - c) One of such valuations to be made of all the buildings then on and affixed to the Land and of any other improvements on the Land and the other of the fair annual value of the Land without any buildings or other improvements.
 - d) Before the expiration of the Term granted a new lease of the Land for the further term of 21 years and containing the same covenants and provisions as are herein contained including this present provision shall be put up to public auction at the upset price of the annual value of the Land only without regarding the value of any buildings or improvements thereon subject to a condition that in the event of any person other than the Lessee becoming entitled to the new lease then such person shall before being let into possession of the Land pay to the Lessee the value of the said buildings and other improvements as fixed by the said valuation.
 - e) If neither a stranger nor the Lessee shall purchase such new lease at auction as aforesaid the Lessee shall upon the expiration of the Term hereby granted cease to have any interest whatsoever in the said buildings and other improvements or any part thereof respectively or be entitled to receive any compensation or payment for or in respect thereof.
11. If either the Lessor or the Lessee shall for seven days refuse or neglect to appoint a valuer as aforesaid after having been required so to do by the other of them or shall appoint a valuator who shall for seven days after his appointment refuse or neglect to join in appointing a third valuer as aforesaid then and in every such case the aforesaid valuation shall be made by the valuer appointed by such other of them and shall be binding on all parties.
12. If the rent hereby reserved or any part thereof shall be in arrears for the space of twenty one days after any of the days hereinbefore appointed for payment of the same although no formal demand for payment shall have been made or in case default shall be made in the fulfilment of any covenant or condition herein expressed or implied and on the part of the Lessee to be kept, performed or observed then and in either of the said cases it shall be lawful for the Lessor thereupon or at any time thereafter and notwithstanding any delay or previous omission on its part in taking advantage of any such default into and upon any part of the Land in the name of the whole to re-enter and the same to have again repossess and enjoy as in its first or former estate PROVIDED ALWAYS that the exercise of such power of re-entry shall not prejudice or affect the right of the Lessor to enforce payment of any moneys payable to it by virtue of this lease or to maintain any action, suit or other proceeding against the Lessee for any damage which the Lessor may sustain by reason of any such breach of covenant or agreement.

13. In the case of such re-entry the Lessor shall be entitled to recover from the Lessee in an action of debt the rent accruing between the date of the last payment of such rent and that of making such re-entry.
14. That the covenants and provisions implied in the leases by "The Land Transfer Act 2017" or any Act amending the same shall be negative or modified in respect of this lease in so far as the same are or may be inconsistent with the terms of these presents.
15. That the term "Lessee" contained in this Lease shall if not inconsistent with the context extend to and include the executors, administrators and permitted assigns of the Lessee.

The Lessee hereby requests the Registrar (pursuant to s95 of the Land Transfer Act 2017) to state in the memorial of the new lease that it is a renewal of the prior Lease, and that the new Lease is subject to all encumbrances, liens and interests (if any) to which the prior Lease was subject at the time of the registration of the new Lease or at the time of the expiry or surrender of the prior Lease whichever is earlier.

The Lessee does accept this Lease of the Land to be held by it as tenant and subject to the conditions, restrictions and covenants set out in this Instrument and insofar as they are not negated or modified herein, to the conditions restrictions and covenants set forth in the prior lease or leases.