



## AGREEMENT TO LEASE

- BETWEEN** Superloans Property Lower Hutt Limited  
(hereinafter referred to as "the Landlord")
- AND** South African Pantry Limited  
(hereinafter referred to as "the Tenant")
- AND** Johannes Theodorus and Cindy MARAIS.  
(hereinafter referred to as "the guarantor")

**THE** Landlord agrees to grant, and the Tenant agrees to accept a lease in respect of the Retail Shop at 252 High Street, Lower Hutt upon the terms contained in the schedule as follows:

### THE SCHEDULE

**The Premises:** All the property and car parks at 252 High Street, Lower Hutt.  
(as delineated on the attached plan):

**Address:** 252 High Street, Lower Hutt

**Floor:** Ground Floor

**Area:** 210 m2 (more or less)

**Carparks:** 10

### **FURTHER TERMS AND CONDITIONS**

- Commencement** The Lease shall commence on <sup>1st February 2023</sup> ~~1 January 2023~~ for a term of three years and expire on 31 ~~December~~ <sup>January</sup> 2026. *PR.*
- Renewals** The Lease shall provide for one (1) Right of Renewal for a further term of three (3) years. The final expiry date shall be 31 ~~December~~ <sup>January</sup> 2029. *PR.*
- Annual Rental** The rent for the initial term of the Lease shall be \$ 74,000 per annum plus GST. The Tenant shall pay the rental at the rate of \$6,166.67 plus GST calendar monthly in advance and is effective from the ~~1 January 2023~~ <sup>1st February 2023</sup>. *PR.* The Tenant shall pay the rent to the Landlord by automatic bank authority without deduction.
- Rental Reviews** shall be conducted upon the renewal of the Lease on <sup>1 February 2026</sup> ~~1 January 2026~~ and in accordance with the provisions of the Deed of Lease with the first rent review shall be a current market rent review and shall not be less than the gross rental for the preceding rent review lease term. *PR.*

5. **Outgoings:** In addition to the rental agreed above, the Tenant shall be liable for all outgoings as listed below.

The Tenant shall pay 100% of the outgoings as defined or pro-rata as noted from 1 January 2023.

- (a) Rates or levies payable to any local or territorial authority.
- (b) Charges for water, gas, electricity, telecommunications, and other utilities
- (c) Rubbish collection and recycling charges.
- (d) Service contract charges for air conditioning, other building services, and security services.
- (e) Cleaning, maintenance, repair and repainting charges for the interior and street façade of the premises, to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural and roof repairs, repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
- (f) Yard and car parking maintenance and repair charges but excluding charges for repaving or resealing.

6. **Default Interest Rate:** 12 %

7. **No Access Period:** 3 months

8. **Use:** The permitted use of the premises for the Tenant's purposes shall be: -  
Retail sales or imported products from South Africa and the sale of meat produce.

9. **The Tenant** shall have the usual right to assign the Lease or to sublet, subject always to the prior consent of the Landlord, such consent is not to be arbitrarily withheld.

10. **The Landlord** does not warrant the accuracy of any statement made by any servant or agent of the Landlord, whether in relation to the said premises or otherwise. Nor does it warrant the suitability of the said premises for any purpose and the Tenant acknowledges that it enters into this Agreement solely in reliance upon its own judgement.

11. **Legal Documentation:** The Lease to be given by the Landlord and taken by the Tenant shall include the terms and conditions contained and implied in this Agreement. The aforementioned terms and conditions mentioned are expressed in general terms rather than legal terminology for the sake of simplicity and are to be later expressed in legal form in a Deed of Lease to be prepared by the Landlord.

Within twenty (20) working days of receipt from the Landlord's solicitors the Tenant shall execute and return to those solicitors a Deed of Lease.

Each party shall bear their respective costs associated with preparation and execution of this Agreement and the final form of lease. The Deed of Lease shall be in the form of the 2012 Auckland District Law Society (6<sup>th</sup> Edition) Form.

In the event of conflict between any term of this Agreement and any term in the Deed of Lease, then the provisions of this Agreement shall prevail, and the terms of this Agreement shall not merge with the lease but shall remain in full force and effect.





12. **Dispute Resolution:** Unless otherwise provided in this Agreement, if a party considers that there is a dispute in respect of any matters arising out of, or in connection with this Agreement, then that party shall immediately give notice to the other party setting out details of the dispute. The parties will endeavour in good faith to resolve the dispute between themselves within five (5) working days of the receipt of the notice, failing which the parties will endeavour in good faith with a further ten (10) working days to appoint a mediator and resolve the dispute, timing being of the essence. Neither party will commence legal proceedings against the other except for injunctive relief before following the procedure set out as above.
13. **Agency:** The Landlord acknowledges that this Agreement has been negotiated through the agency of Brendan Clegg AREINZ t/a Cbdrealty.co.nz and agrees to pay Brendan Clegg AREINZ a leasing commission calculated in accordance with the standard scale of professional charges upon the acceptance and execution of this Agreement.
14. **Deposit:** Upon this Agreement becoming unconditional the Tenant shall pay the sum of \$14,183.34 (including GST) to Public Trust o/a New Zealand Real Estate Trust who operate a trust account service on behalf of Brendan Clegg AREINZ. This amount shall be credited as two months rental payable for premises and carparks in advance by the Lessee under the said Lease.
15. **Guarantor:** In consideration of the Landlord entering into this agreement, the Guarantor guarantees to the Landlord the due and punctual payment of gross rental and carpark rental, and the performance by the Tenant of all covenants, terms, conditions and agreements to be performed by the Tenant under this Agreement and the Lease.
17. **Insurance:** The Landlord has advised the property is uninsured.
18. **Special Conditions:**
- 18.1. **Rent Free and Early Occupation for Fit Out.** The Landlord shall grant the Tenant early rent free occupation from the date this Agreement becomes unconditional, and the deposit paid, until ~~31 December 2022~~. <sup>31 January 2023</sup> PR.
- 18.2. **Tenant Fit Out.** The Tenant shall lay SPCF flooring in the area shaded green on the attached Plan and may remove the partition marked in orange on the Plan.
- 18.3. **Landlord's Work.** The Landlord shall ensure the building is always watertight during the term/s of the Lease and repair the ceiling tiles where a water leak and repair have been undertaken. The Landlord shall also give notice to all individuals using/leasing the car parks to vacate the car parks immediately – however the Landlord may continue to use <sup>3</sup> ~~2~~ car parks until the premises are open for trading. PR.
- 18.4. **Insurance.** The Landlord has not insured the building and accordingly Clause 23 Item 14 of ADLS Deed of Lease is to be deleted. In the event of a third party damaging the property the Landlord shall reinstate the property at the Landlord's expense.



**EXECUTION**

**SIGNED for and on behalf of)**

*[Handwritten mark]*

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)  
)  
.....

Paul Ryan - Director  
(Landlord)

**SIGNED for and on behalf of)**

*CINDY MARRAIS*

)  
)  
)  
)  
.....

(Tenant)

**SIGNED for and on behalf of)**

*CINDY MARRAIS*

)  
)  
)  
)  
.....

(Guarantors)

) 34 Menin Road,

) Raumati South.

(Guarantors Address)

**WARNINGS – these warnings do not form part of this contract).**

- 1) This contract is binding on all parties upon signing. All parties should seek legal advice before signing.
- 2) Before signing this contract, the Tenant should ensure that the status of the property under the Resource Management Act 1991 is satisfactory for its intended use.
- 3) The parties should agree upon and record the Landlord's fixtures, fittings and chattels and their condition in the Third Schedule of the Deed of Lease.
- 4) The parties are recommended to note the condition of the premises and any agreed upgrade/refurbishment.



ER. Agreement this the 15 / day 10th  
of NOVEMBER 2022.  
December

**BETWEEN**  
Superloans Property Lower Hutt Limited  
**(LANDLORD)**

**AND**  
South African Pantry Limited

**(TENANT)**

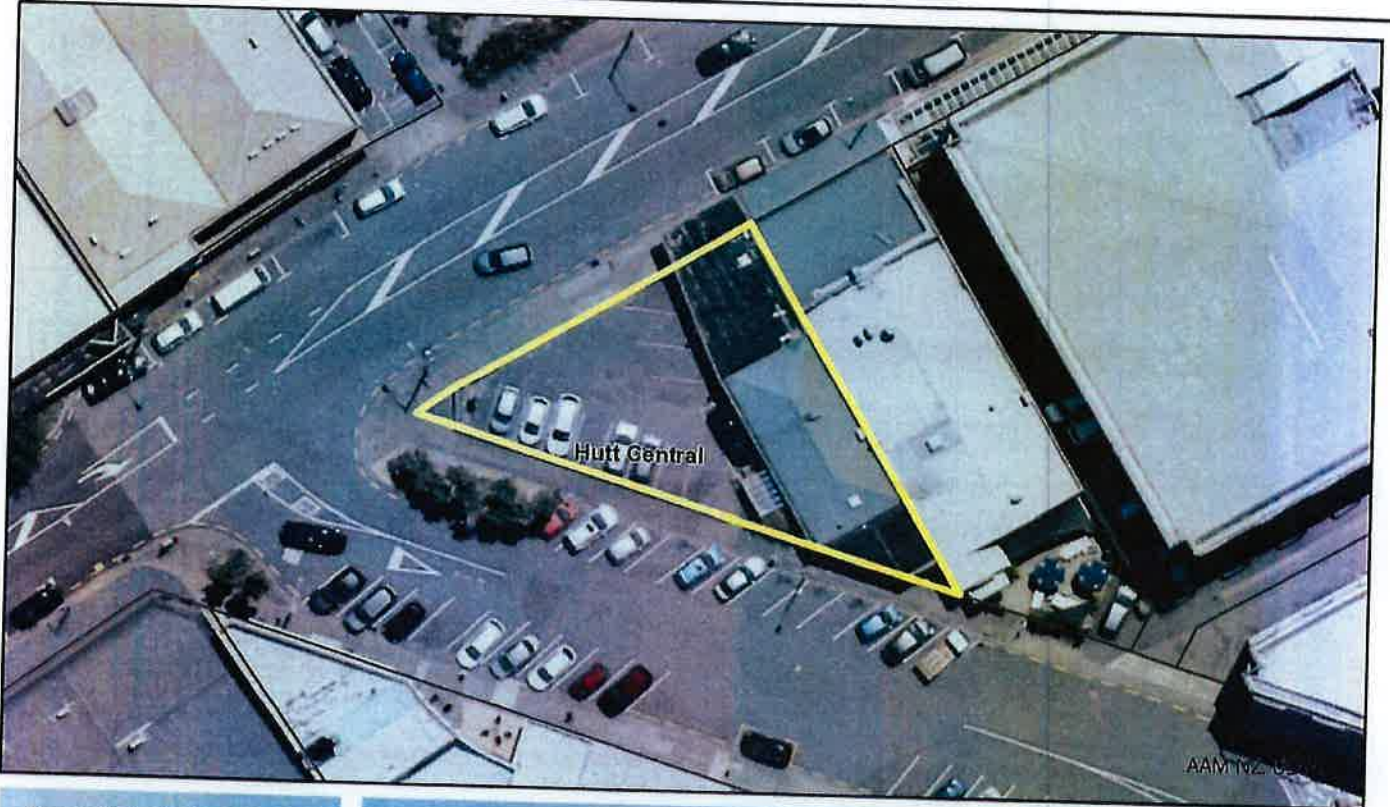
**AGREEMENT TO LEASE**

Landlord's Lawyers:  
Company Name: ~~Supr~~ Gillespie Young Watson.  
PO Box: Forsyth Barr Tower, Queensgate, Level 5/45 Knights Road.  
City: Lower Hutt 5040.  
Attention: Sam Walker.  
Telephone: 04 570 4173.  
Fax/Email: srwalker@gywlaw.co.nz

Tenant's Solicitors:  
Company Name: THE LAW CONNECTIONS  
PO Box: 2079  
City: WELLINGTON  
Attention: TRACEY PERMAN  
Telephone: 04 299 3192  
Fax/Email: tracey@lawconnect.co.nz

Brendan Clegg AREINZ MPS t/a  
CBDrealty.co.nz, (Licenced Under REAA 2008)  
Level 13, 17 Manners Street,  
P O Box 22268  
**WELLINGTON 6441**

Telephone: 021 801858  
Salesperson: Murray Rodgers  
Email: [mrogers@cbdrealty.co.nz](mailto:mrogers@cbdrealty.co.nz)  
Manager: Murray Rodgers.



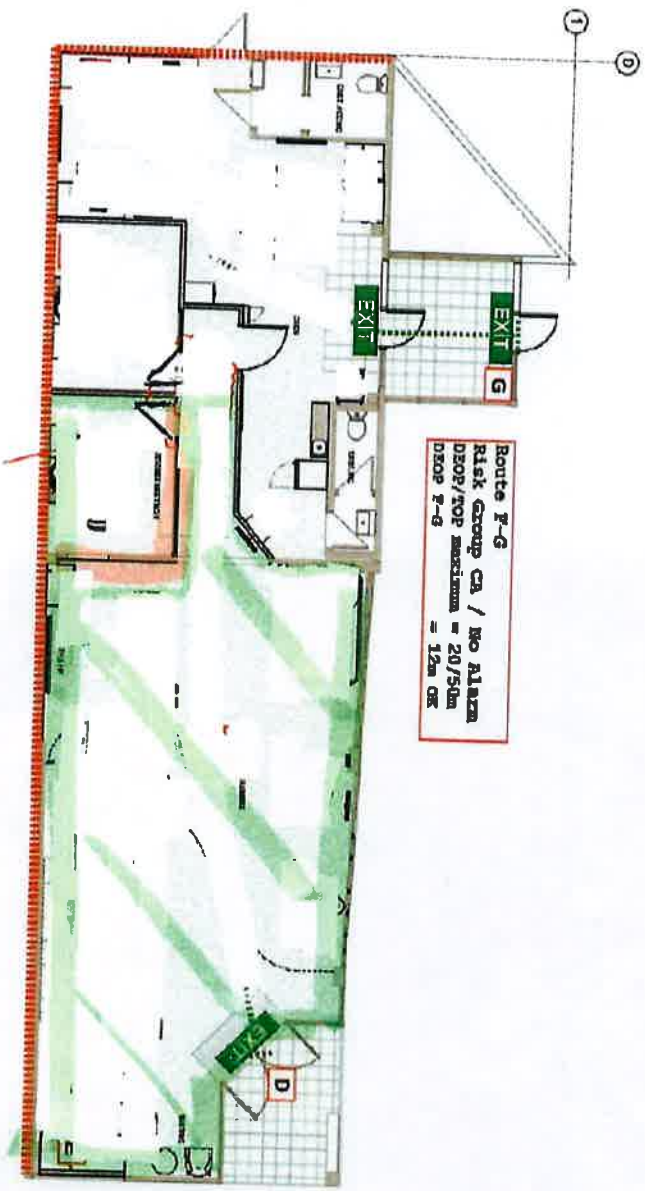
PROPERTY DETAILS	RATING YEAR	PAST	CURRENT	EFFECTIVE 1 JULY 2023
<b>Property Address</b> 252 High Street HUTT CENTRAL	Rates - City Council	\$8,694.28	\$9,373.63	Not Available
<b>Legal Description</b> LOT 12 BLK II DP 1306 CT 33D/307	Rates - Regional Council	\$1,234.75	\$1,409.24	Not Available
<b>Record of Title</b> 33D/307	Total Rates Charge	\$9,929.03	\$10,782.87	Not Available
<b>Total Property Area (sq.m)</b> 524	Recycling Charge		Not Available	
<b>Property Improvements</b> BLDG OI	Rubbish Charge		Not Available	
<b>Valuation Number</b> 1605323400	Green Waste Charge		Not Available	
<b>Property Rating Status</b> Current	Differential Rating Category	Not Available	Commercial Central	Not Available
<b>Valuation Category</b> CR	Capital Value	\$720,000.0	\$950,000.0	Not Available
<b>Valuation Category Desc.</b> Commercial - Retail space	Land Value	\$720,000.0	\$950,000.0	Not Available
	Water Units	1	1	0
	Wastewater Units (Full)	1	1	0
	Wastewater Units (Half)	1	1	0
	Separately occupied parts	1	1	
	GWRC Insulation Rate		Not Available	

IMPORTANT NOTICE: Ratesbook information is provided under Section 28 of the Local Government (Rating) Act 2002 as an online representation of a Public Register. Although the graphical information displayed in the GIS Viewer application has been prepared with care and in good faith, the GIS Viewer is an information service and is designed to be illustrative only. The Council cannot guarantee the accuracy or completeness of the graphical information and accepts no liability for any loss suffered as a result of reliance on the information. Cadastral information sourced from LINZ. CROWN COPYRIGHT RESERVED. Aerial photography was flown in January 2021 by AAM NZ Limited for Hutt City Council and GWRC and provided under the Creative Commons Attribution 4.0 International license (<https://creativecommons.org/licenses/by/4.0/>). Landsat 8 images are USGS Products. Data available from the U.S. Geological Survey

# PLANS



ASB CONSULTANTS  
 100/101, The Arcade, 100 Market Street, Auckland, New Zealand  
 Phone: +64 9 308 6900  
 Fax: +64 9 308 6901  
 Email: info@asb.co.nz



**Route F-G**  
 Risk Group CA / No Alarm  
 DRDP/TOP maximum = 20/50m  
 DRDP F-G = 12m OK

**Route A-B-C-D**  
 Risk Group CA / No Alarm  
 DRDP/TOP maximum = 20/50m  
 DRDP R-B-C-D = 44+7 = 19m OK

**Route E-C-D**  
 Risk Group CA / No Alarm  
 DRDP/TOP maximum = 20/50m  
 DRDP E-C-D = 11+7 = 18m OK

**FE-SK-01 / R0**  
**FIRE ENGINEERING REQUIREMENTS**

**DETAILED DESIGN**

Prepared by: [Signature]

Checked by: [Signature]

Approved by: [Signature]

Date: 08/12/20

Project No: 001/20



Agreement this the \_\_\_\_\_ day

of \_\_\_\_\_ 2022.

**BETWEEN**

Superloans Property Lower Hutt Limited

**(LANDLORD)**

**AND**

South African Pantry Limited

**(TENANT)**

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**AGREEMENT TO LEASE**

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Landlord's Lawyers.

Company Name:

PO Box :

City:

Attention:

Telephone

Fax/Email

Tenant's Solicitors:

Company Name

PO Box

City

Attention:

Telephone

Fax/Email

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Brendan Clegg AREINZ MPS t/a  
CBDrealty.co.nz, (Licenced Under REAA 2008)  
Level 13, 17 Manners Street,  
P O Box 22268  
WELLINGTON 6441

Telephone: 021 801858  
Salesperson: Murray Rodgers  
Email: [mrogers@cbdrealty.co.nz](mailto:mrogers@cbdrealty.co.nz)  
Manager: Murray Rodgers.

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The logo for Bayleys, featuring the word "BAYLEYS" in a bold, white, sans-serif font, centered within a dark blue rectangular box with a thin white border.

## **DISCLOSURE STATEMENT**

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.