

APPLICATION FOR OFF-LICENCE OR RENEWAL OF OFF-LICENCE



Form 4, Sections 100 and 127(2), Sale and Supply of Alcohol Act 2012

Send or deliver your application to:

The Secretary
 District Licensing Committee
 Kāpiti Coast District Council
 Private Bag 60601, Paraparaumu 5254
 175 Rimu Road, Paraparaumu 5032
 Telephone (04) 296 4700 Toll Free: 0800 486 486

For Council use
File # _____

Once this application is complete you may make an appointment for a pre-lodgement meeting with a Licensing Inspector at the numbers given above.

Application forms cannot be accepted by the District Licensing Committee (DLC) over the counter until they have been signed off as complete by the Inspector and a fee category has been calculated. Instructions on how to complete this application are attached at the back of the form.

This application is made in accordance with the particulars set out below:		
1. Application Type		
<input checked="" type="checkbox"/> New Off-Licence	<input type="checkbox"/> Renewal of Off-Licence Licence number: _____	<input type="checkbox"/> Renewal of Off-Licence with variation of conditions Licence number: _____
2. Endorsements		
Tick the appropriate box if you want an endorsed licence only		
<input type="checkbox"/> Auctioneer	<input type="checkbox"/> Remote Sales	
3. Details of Applicant		
Full legal name or names to be on licence (if a company, must be a company name): SRM LIMITED		
Whether licence already held for premises concerned: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, and if 'Yes', state kind of licence Temporary Authority		
4. Applicant Status: by reference to section 28 of Sale and Supply of Alcohol Act 2012		
<input type="checkbox"/> Natural person(s)	<input checked="" type="checkbox"/> Private Company SRM LIMITED	
<input type="checkbox"/> Body Corporate	<input type="checkbox"/> Public Company	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (please specify).....	

5. For Applicant that is a Natural Person(s)

Full legal name: Rohit Malhotra

Any aliases (and/or maiden name):

Usual residential address: Number 16

Street: Portmore Place

Suburb: Grenada Village

City: Wellington

Postcode: 6032

Sex: Male

Occupation: Self-employed

Date of birth: 12/02/1990

Place of birth: Agra, India

Telephone:

Mobile: 027319591

Email: rohitrail989@hotmail.com

Preferred mode of contact: Any

6. For Applicant that is a Body Corporate, Authority under which Incorporated**7. For Applicant that is Not a Natural Person(s), Details of Contact Person**

Name:

Designation/Position:

Telephone:

Email:

Mobile:

Preferred mode of contact:

8. Postal Address for Service

Number/Street/PO Box: as above

Suburb:

City:

Postcode:

9. Business Details

Describe principal business, any other businesses

Liquor store

10. Criminal Convictions

Does the applicant(s) have any criminal convictions (other than convictions for offences against provisions of the Land Transport Act 1998 not contained in Part 6, and offences to which the Criminal Records (Clean Slate) Act 2004 applies). Yes No, and if "Yes", then please provide nature of the offence, details of conviction, and penalty imposed.

11. For a Company whether Incorporated under the Companies Act 1993 or Equivalent Foreign Legislation

Full Legal Names of Directors: Shri. Nitin Gadgil
Rohit Malhotra

12. For a Private Company Incorporated under the Companies Act 1993

Authorised capital:	Paid up capital:
Name:	Address: Street number
Street:	Suburb:
City:	Postcode:
Date of birth:	Place of birth:
Designation:	Face value of shares held:

13. For a Partnership

Full legal name of partner:		
Usual residential address: Number	Street:	
Suburb:	City:	Postcode:
Full legal name of partner:		
Usual residential address: Number	Street:	
Suburb:	City:	Postcode:

14. Details of Premises

Address: Number 1	Street: Inakon street	
Suburb: Paraparaumu	City: Wellington	Postcode: 5032
Trading Name: Liquor Lords		
If not Owned by Applicant:		
Tenure: (state whether to be held as leasehold, or under tenancy agreement or licence) Tenancy Agreement		
Full legal name of owner: Ben Thomas		
Address: Number	Street:	
Suburb:	City:	Postcode:
Type: state whether grocery, hotel, retail shop (other than grocery), or tavern Liquor store		
Is the licence conditional on completion of building work: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, and if "Yes", state details: already an existy liquor store		

provider separately

15. Details of Duty Manager(s)/Proposed Manager(s) <i>If more than two certified managers please attach details separately</i>	
Full legal name:	
Number of manager's certificate:	Expiry Date:
Full legal name:	
Number of manager's certificate:	Expiry Date:
16. Business Details	
Is the sale of alcohol intended to be the principal purpose of business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, and advise the intended principal purpose of business (for example: sale of alcohol, sale of food; entertainment; accommodation).	
Is the applicant engaged, or intending to be engaged, in the sale or supply of any goods other than alcohol, non-alcoholic refreshments and food, or in the provision of any services other than those directly related to the sale or supply of alcohol and non-alcoholic refreshments, and food: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - and if "Yes", advise the nature of other goods or services. This is to assess whether other goods and services provided are compatible with the sale of alcohol.	
State the days and hours proposed for sale of alcohol (this is your current licensed hours not trading hours): <p>between 8am to 9pm (Mon - Sunday) as per Temporary Authority approved.</p>	
17. Conditions	
<ul style="list-style-type: none">Write answer below or attach relevant documents that demonstrate compliance.When including attachments please number the hard copies, and in the first column circle 'Yes' box and write the document number on '#.....'	
Describe experience and training of applicant: <p>experience in business managers retail manager, Lic & Manager License knowledge of Sale & Supply Act</p>	Yes / No #..... <input checked="" type="checkbox"/> Yes

<p>Describe the steps proposed to be taken to prevent the sale and supply of alcohol to prohibited people:</p> <p>- check ID's - alcohol not to be served to minors - not served to intoxicated</p>	<p>Yes / No #.....</p>
<p>Describe any other steps the applicant proposes to promote the responsible consumption of alcohol (for instance host responsibility practices):</p> <p>- prevents intoxication - provides & actively promote low alcohol non-alcoholic alternative - do not serve to minors - arranges safe transport options - serves alcohol responsibly or not at all</p>	<p>Yes / No #.....</p>
<p>Describe any other systems (including training systems), and staff in place (or to be in place) for compliance with the Act:</p> <p>- all staff across shifts have Managers certificate & LCQ</p>	<p>Yes / No #.....</p>
<p>Describe any actions that have been taken to ensure the good order and amenity of the locality would not be likely to be:</p> <ul style="list-style-type: none"> reduced, by more than a minimal extent, by granting the licence; or increased, by more than a minimal extent, by the refusal to renew the licence. <p>This is an existing alcohol store undergoing change in ownership hence no change in amenity of the locality</p>	<p>Yes / No #.....</p>
<p>For Licence Renewal Only: Describe any conditions of the licence the applicant seeks to vary or cancel: To be filled in for each condition the applicant seeks to vary or cancel – attach additional pages as necessary</p> <p>Terms of condition at present: similar to Existing Temporary Authority</p>	<p>Yes / No #..... #..... #..... #.....</p>

Action sought: **Variation** **Cancellation**. If Variation, in what respect does the applicant seek to vary the condition?

Full reasons for variation or cancellation:

18. Attachments **Doc attached? Number.**

- When including attachments please number the hard copies, and in the first column circle 'Yes box and write the document number on '#.....'

A statement, or signed declaration, regarding the premises need for an evacuation scheme, as set out in section 100(d) of the Act for new applications, or section 127(e) of the Act for renewals. <i>Refer to Declaration form on page 9.</i>	Yes / No #.....
Please attach certificate to show that proposed use meets the requirements of the Resource Management Act 1991. <i>Not required for renewal unless the business activity or type has changed since the last version.</i>	Yes / No #.....
Copy of Building Compliance Certificate. Please attach certificate to show that the premises meet the requirements of Building Code 2004. <i>Not required for renewal unless structural changes have been undertaken since the last issue or renewal.</i>	Yes / No #.....
Where the premises are a grocery store, the statement of annual sales revenue required by regulation 12 or 13 (as the case requires) of the Sale and Supply of Alcohol Regulations 2013.	Yes / No #.....
Where the premises are a grocery store or supermarket, a scale floor plan must be provided clearly defining the single alcohol area, or sub-area, and layout of the premises including entry/exit and checkouts.	Yes / No #.....
Where the premises are a bottle store or tavern off licence, a plan must be provided showing designations and the principal entrance.	Yes / No #.....
For body corporate applicant, please attach a copy of certificate of incorporation (or equivalent document). <i>Not required for renewal unless there have been changes since the last issue or renewal.</i>	Yes / No #.....
Advise if a Crime Prevention Through Environmental Design (CPTED) assessment has been undertaken or any improvements to the design and layout in accordance with CPTED. <input type="checkbox"/> Yes <input type="checkbox"/> No , and if 'Yes' attach a copy. If 'No', discuss with the Licensing Inspector if you need to complete a CPTED checklist for this application (see <i>HPA and the Ministry of Justice websites for more information</i>).	Yes / No #.....
If premises owned by another party, please attach an owner's statement or copy of lease to show there is no objection from the owner to the issue of licence to this premise. <i>Not required for a renewal unless the lease or ownership arrangements have changed.</i>	Yes / No #.....

19. Further Details where Applicant is a Company

Include full details of each person who holds 20% or more of the shares, or of any particular class of shares, issued by the company.

Name: Rohit Malhotra	Address: 16 Pomere Place	
Suburb: Grenade village	City: Wellyken	
Postcode: 6037	Date of birth: 12/03/1970	
Place of birth: Agra India	Designation: Director /shareholder	
Name: Shruiti Nitie gadgil	Address: 16 Pomere Place	
Suburb: Grenade village	City: Wellyken	
Postcode: 6037	Date of birth: 05/04/1970	
Place of birth: Mumbai, India	Designation: Director /shareholder.	
Name:	Address:	
Suburb:	City:	
Postcode:	Date of birth:	
Place of birth:	Designation:	

Are additional sheets attached? Yes / No - Doc number #.....

20. Further Details where Applicant is a Partnership

Name:	Address:	
Suburb:	City:	
Postcode:	Date of birth:	
Place of birth:	Date:	Signature:
Name:	Address:	
Suburb:	City:	
Postcode:	Date of birth:	
Place of birth:	Date:	Signature:
Name:	Address:	
Suburb:	City:	
Postcode:	Date of birth:	
Place of birth:	Date:	Signature:

Are additional sheets attached? Yes / No - Doc number #.....

21. Signature of Applicant (this must be signed by applicant not their agent)

I authorise New Zealand Police to disclose any personal information it considers relevant to my application to the Medical Officer of Health and/or the Licensing Inspector for the purpose of assessing my suitability.

Name: Rohit

Date: 20/06/22

Signature: Rohit Malhotra

Dated at location: Wellyton, Nz

Privacy Statement

Information contained in your application and any supporting information will be held by Kapiti Coast District Council to enable your application to be processed under the Sale and Supply of Alcohol Act 2012. This information will be made available to the public on request. The information will be provided to the Kapiti Coast District Licensing Committee, the NZ Police, the Medical Officer of Health and Council's Licensing Inspectors. This information may form part of a public hearing of your application before the Kapiti Coast District Licensing Committee and may be used in the Committee's decision for your application. Decisions will be made publically available.

Council is required to keep a statutory register of all applications and the District Licensing Committee's decisions on them. Council is required to report statistics about applications to the Alcohol Regulatory and Licensing Authority. Any member of the public may request access to this information under the Local Government Official Information and Meetings Act 1987. This information may also be used under the Privacy Act 1993. You have the right to see and correct personal information that Council holds about you.

Method of payment (must be made at time of application)

- I have paid at a Kāpiti Coast District Council Service Centre when I delivered this application.
- I have paid by electronic transfer (Council Bank Account Number: 03-0732-0306101-00) and quoted my name and "alcohol" in the reference fields; and
 - I have included proof of electronic payment with this application.
- I have enclosed a cheque with this form.

How I would like to receive my alcohol licence (please select one only)

- I will collect my alcohol licence – please contact me when it is ready by Phone or Email
- OR
- Please post my alcohol licence to me.

Next Step: Once your application is complete, if you would like to make an appointment for an optional pre-lodgement meeting with the Licensing Inspector then please Telephone (04) 296 4700 or Toll Free: 0800 486 486.

- 1 This form must be accompanied by the prescribed fee.
- 2 This form must be accompanied by the required attachments (refer Points 19 or 20).
- 3 Within 20 working days after filing your application with the District Licensing Committee (or 10 working days if it is an application for renewal), the application must be publically notified. The public notice template will be provided on receipt of your application by the Alcohol Licensing Team.

For Office Use: Application Fee Risk Categories

Very Low

High

Low

Very High

Medium

Application Fee Payable: \$ _____ Signature of Licensing Inspector _____

Name of Licensing Inspector _____ Date: _____

DECLARATION OF EVACUATION SCHEME

To be used with applications for New, or Renewal of, On, Off and Club Alcohol Licences

(Sale and Supply of Alcohol Act 2012 sections 100 & 127)

Licence number:	
For premises known as:	Liquor Lorels
Located at:	1 Inakara Street Paraparaumu, 5032

I, (applicant) ROHIT MALHOTRA (please print)

Herewith state that: *(Please delete whichever does not apply)*

(i) The owner of the building in which the premises are situated provides and maintains an evacuation scheme as required by section 76 of the Fire and Emergency New Zealand Act 2017.

OR

(ii) Because of the buildings current use, the owner is not required to provide and maintain such a scheme.

OR

(iii) Because of the nature of the building, its owner is exempt from the requirement to provide such a scheme.

Signed: Rohit (applicant)

Date: 26/06/22

Please include this declaration with your application for forwarding to NZ Fire Service.

MUST BE CONFIRMED BY AUTHORISED FIRE SAFETY OFFICER

Signed:

Name: (please print)

Date:

Guidance for Completing Off-Licence Application/Renewal Form

Background

The object of the Sale and Supply of Alcohol Act 2012 is that the sale, supply, and consumption of alcohol should be undertaken safely and responsibly; and the harm caused by the excessive or inappropriate consumption of alcohol should be minimised.

It is a legal requirement of the Sale and Supply of Alcohol Act 2012 that you must have a licence before you can sell or supply alcohol.

Before lodging application

Once this application is complete then you must ring and make an appointment for a pre-lodgement meeting with the Licensing Inspector. Please Telephone (04) 296 4700 or Toll Free: 0800 486 486. The application forms cannot be accepted by the DLC over the counter until they have been signed off as complete by the Inspector and a fee category has been calculated.

You should also apply for certificate of compliance with the Resource Management Act and the Building Act from the Kapiti Coast District Council.

Completing your application

Who should complete which fields

Completing your application		Who should complete which fields
1	Type of Application	All applicants to complete.
2	Endorsements	Only complete if you are <u>only</u> seeking a licence for use as an Auctioneer, or for remote sales (the 'sale for delivery', or 'sales from a distance').
3	Details of Applicant	All applicants to complete. If a company takes profits must apply in company name.
4	Applicant Status	All applicants to complete.
5	For Applicant that is Natural Person(s)	Only complete if applicant is a natural person. A natural person is an individual.
6	For Applicant that is Body Corporate	Only complete if applicant is a body corporate.
7	For Applicant that is <u>not</u> a Natural Person(s)	Only complete if applicant is a body corporate, partnership, private company or public company.
8	Postal Address for Service	All applicants to complete.
9	Business Details	What is your principal business? For example supermarket/ bottlestore/grocery store.
10	Criminal Convictions	All applicants to complete.
11	For a Company full legal names of directors	Only complete if applicant is a public or private company.
12	For a Private Company	Only complete if applicant is a private company incorporated under the Companies Act 1983.
13	For a Partnership	Only complete if applicant is a partnership.
14	Details of Premises	All applicants to complete.
15	Details of Duty Manager(s)/Proposed Managers	All applicants to complete. If more than two, please attach separately.
16	Business Details	All applicants to complete.

17	Conditions	All applicants to complete.
18	Attachments	All applicants to complete.
19	Further Details where Applicant is a Company	Only complete if private or public company.
20	Further Details where Applicant is a Partnership	Only complete if a partnership.
21	Signature of Applicant	All applicants to complete.

After your Application is Lodged

Public Notices

You are responsible for giving notice in the Kapiti Observer or Kapiti News within 20 working days of the Council formally accepting your application (or 10 working days if it is an application for renewal) and the Council will sent you a template to complete this, along with further information. Unless notified otherwise by a Licensing Inspector, the notice must be published twice and there must not be less than five days and not more than 10 days between the two dates of publication. The notices must be worded according to Form 7 (and in compliance with regulations 36, 37 and 38 of the Sale and Supply of Alcohol Regulations 2013). A Form 7 notice must also be displayed in a conspicuous place on the premises or conveyance to which this application relates for 10 days from the first newspaper notification.

APPLICATION FOR PLANNING AND BUILDING CERTIFICATES FOR PURPOSES OF THE SALE AND SUPPLY OF ALCOHOL ACT 2012



Options Required			Council Use Only:
<input type="checkbox"/> Planning Certificate	<input type="checkbox"/> Building Certificate	<input checked="" type="checkbox"/> Both	SR no:

Applicants Details			
Mr / Mrs / Ms / Miss / Dr (circle which applies)			
First Name(s): ROHIT		Last Name: MALHOTRA	
Street Address: 16 Portmore Place, Grenada Village, Wellyton, 6037			
Postal Address: (same as above)			
Phone Business:	Home:	Mobile: 0273319591	
Email: rohitrc1987@hotmail.com			

Premises Details	
Name of Building: LIQUOR LORDS	
Premises Location: Level of building: ground	Position within that level: next to supermarket
Address of Proposed Licensed Premises: 1 Inakara Street	
Suburb: Paraparaumu, 5052	
Proposed trading name for the premises: LIQUOR LORDS	
Maximum occupancy limit (if known):	

Please select one of the following	
The building in which the premises intended to be licensed under the Sale and Supply of Alcohol Act 2012 is	
A	<input type="checkbox"/> A new building – i.e. not built yet or, in the process of being completed and subject to Building Consent no:
B	<input type="checkbox"/> An existing building to which alterations are being made and/or the use is being changed and subject to Building Consent no:
C	<input type="checkbox"/> An existing building to which alterations are being made that do not require a building consent.
D <input checked="" type="checkbox"/>	<input type="checkbox"/> An existing building – no change of use or alterations being made: If you selected D please complete the following declaration: I <u>Rohit Malhotra</u> declare that the premises located at <u>1 Inakara Street</u> Kapiti, that has operated as a <u>Liquor Lords</u> will continue to be operated as a <u>Liquor Lords</u> during my tenure. I declare that I do not intend to make alterations to the premises. I understand that if, at a later date, I decide to undertake alterations to the premises I must apply to Kapiti Coast District Council for all appropriate consents.

Owner's Details

Is the applicant the owner of the proposed licensed premises? Yes No If No, please complete the following:

Owner's full name: *Ben Thomas*

Postal Address:

Suburb:

City:

Country:

Business Details: What Type of Alcohol Licence Do You Require? Please Tick

On licence – Sale of alcohol for consumption on premises

Off licence – Sale of alcohol for consumption off premises

Club licence – Sale of alcohol for consumption by club members

What is the general nature of the business to be conducted by the applicant if the license is granted? Tick one of the following:

Tavern/bar

Entertainment Venue

Mail Order

Hotel

Sports club/club

Supermarket

Restaurant/café

Bottle store

Grocery store

Complimentary to other goods sold (i.e. florist, gift baskets)

Is the sale of alcohol intended to the principal purpose of this business?

Yes No

If No, what is intended to be the principal purpose of the business?

On which days and during which hours does the applicant intend to sell alcohol under the license? (i.e. Monday to Sunday, 7am-3am the following day)

Print name: *Rehiv Malhebra*

Signature: *Rehiv*

Date: *26/06/22*

Additional Information Required (This application must be accompanied by the following information)

A plan which includes nearby streets showing the level of the building and precise location of the proposed licensed premises within that level

The correct fee for applications can be found on the Council website www.kapiticoast.govt.nz, or phone 04 296 4700 or 0800 486 486. These fees cover the first hour of processing time for this application. If additional time is needed it will be charged at our advertised hourly rate.

A written statement from the building's owner consenting to the applicant selling alcohol on the premises.

A current copy of the relevant certificate of title. You can obtain this online from linz.govt.nz or by phoning LINZ on 0800 665 463. This certificate is required because it will demonstrate documented evidence of the ownership and legal description of the land the premises is sited on.

The details listed above must be included with your application for it to be accepted

Please note: You must obtain the planning and building certificates before applying for an alcohol licence.

The information provided in this form and any documents attached to the application will be used for the purposes relating to lodging and processing an application for a alcohol licence under the Sale and Supply of Alcohol 2012.

Please send this application to: Building Consents, Kapiti Coast District Council, Private Bag 60601, Paraparaumu, 5254

6. Details of Conveyance

Type: (eg, ship, railway carriage, bus, etc)

Address of home base: Number _____ Street: _____

Suburb: _____ City: **NIA** Postcode: _____

Trading or other name: _____

7. Further details *If applicant is not the owner, attach building owner approval*

State what right, estate, title or interest the applicant has:

- In any premises (or conveyance) to which the application relates:
Tenant
Final expiring - 31/3/2034
- In any business conducted in the premise (or conveyance) to which the application relates:
New Ownership

8. Further details where applicant is a company or partnership

Date of Incorporation:	Place of Incorporation:
Full Details of each Director / Partner:	
Name: Rohit Malhotra	Designation/position held: Director
Address: 16 Portman Place Grenada Village, Wellington	Date of birth: 22/07/1990
	Place of birth: India
Name: Shruti Gadgil	Designation/position held: Director
Address: 16 Portman Place, Grenada Village, Wellington	Date of birth: 05/04/1990
	Place of birth: India
Name:	Designation/position held:
Address:	Date of birth:
	Place of birth:

9. Does the applicant intend to carry on the sale and supply (or delivery) of alcohol personally?

Yes No

If 'Yes' state your full legal name (not company name) and details below. If 'No' state the name and contact details of the person who will be running the business for you.

Full legal name: **Liquor Lords**

Occupation:

Address: Number _____ Street: _____

Suburb: _____ City: _____ Postcode: _____

APPLICATION FOR TEMPORARY AUTHORITY



Form 16, Section 136, Sale and Supply of Alcohol Act 2012

Send or deliver your application to:

The Secretary
District Licensing Committee
Kāpiti Coast District Council
Private Bag 60601, Paraparaumu 5254
175 Rimu Road, Paraparaumu 5032
Telephone (04) 296 4700 Toll Free: 0800 486 486

For Council use

File #

This application for temporary authority to carry on the sale and supply (or delivery) of alcohol is made in accordance with the details set out below:

1. Details of Applicant (The applicant is the entity that takes the profit from alcohol, generally this is a company, incorporated society or partnership)

Full legal name: **SRM Limited**

Occupation:

Usual residential address: Number **16**

Street **Portmore Place**

Suburb **Grinada Village**

City **Wellington**

Postcode **6037**

Telephone:

Mobile: **027 5319591**

Fax:

Email: **srblackbull@hotmail.com**

Website:

Preferred mode of contact: **Any**

2. Postal address for service (if different from above)

Number/Street/PO Box: **same as above**

Suburb:

City:

Postcode:

3. Details of Licence

Type of licence On-licence Off Licence Licence Number #.....

4. Date applicant officially takes over premises

19 April 2022

5. Details of Premises (if not a Conveyance)

Address: Number **1**

Street: **Ihakara Street**

Suburb:

City: **Paraparaumu Kaiwhi**

Postcode: **5032**

Any name, trading name, or name of building:

LIQUOR LORDS

10. What are the reasons for the application?

Take over of existing liquor shop (called liquor King)
on 19 April 2022.

11. Signature of Applicant (this must be signed by applicant not their agent)

I authorise New Zealand Police to disclose any personal information it considers relevant to my application to the Medical Officer of Health and/or the Licensing Inspector for the purpose of assessing my suitability.

Name: Rohit Malhotra,

Date: 27/06/22

Signature: Rohit

Dated at location: Wellyton

Privacy Statement

Information contained in your application and any supporting information will be held by Kapiti Coast District Council to enable your application to be processed under the Sale and Supply of Alcohol Act 2012. This information will be made available to the public on request. The information will be provided to the Kapiti Coast District Licensing Committee, the NZ Police, the Medical Officer of Health and Council's Licensing Inspectors. This information may form part of a public hearing of your application before the Kapiti Coast District Licensing Committee and may be used in the Committee's decision for your application. Decisions will be made publically available.

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Notes

- 1 This form must be accompanied by the prescribed fee.
- 2 The District Licensing Committee may require notice of the application to be given to any person or persons it may state.

For Office Use: Customer Service Desk Checklist:

Fee has been paid

Attachments checked?

CSO has checked that all identified (Yes/No Ref #) attachments are attached OR

CSO has NOT checked that all identified documents are attached

Signature of CSO _____

Date: 11/11/18

From: [SRM limited](#)
To: [Antoinette Bliss](#)
Subject: Re: Off Licence Application
Date: Tuesday, 28 June 2022 5:36:45 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[Outlook-kizqt1vu.png](#)
[0_Harpreet Singh Certificate-3.pdf](#)
[Scanned Documents.pdf](#)
[NSR-370483-0-25-1 Deed of Assiignment of Lease 19042022.pdf](#)
[Host Responsibility.pdf](#)

Hi Ant,

Please find all attached.

Floor plane is correct, please use the same.

DUTY MANAGERS-

Daniel John Cross

James Alastair David Anderson

Harpreet Singh

Rohit Malhotra

Kind Regards

Rohit Malhotra

M:+64 27 531 9591

W:www.blackbullupperhutt.co.nz



From: Antoinette Bliss <Antoinette.Bliss@kapiticoast.govt.nz>

Sent: Tuesday, 28 June 2022 1:44 pm

To: Rohit Malhotra <srblackbull@hotmail.com>

Subject: Off Licence Application

Good afternoon

Upon further reviewing your application I notice the following information is still missing. It is the responsibility of the applicant to send a complete application for council to send onto agencies. I have attached a better quality floor plan, can you please confirm this is your alcohol licenced area.

- Duty Manager list
- Copy of lease or letter from landlord advising you are able to hold on Off Licence.
- Host responsibility policy, including delivery policy.

Kind regards. Antoinette

Antoinette Bliss
Alcohol Licensing Officer
Te Āpiha Kaiwhiringa Waipiro

Tel 04 296 4695
Mobile 027 5555 695



www.kapiticoast.govt.nz



The material in this email is confidential to the individual or entity named above, and may be protected by legal privilege. If you are not the intended recipient please do not copy, use or disclose any information included in this communication without Kāpiti Coast District Council's prior permission.

MANAGER'S CERTIFICATE

NOTICE OF RENEWAL



Certificate No: 49C/CERT/275/2019
SR No: 431809

Harpreet Singh

Your manager's certificate is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on **11th May 2022**, unless again renewed.

Dated at Wellington, 4th day of June 2019

J Sleep
Secretary
District Licensing Committee
Wellington City Council



Note:

1. This certificate replaces certificate number 007/CERT/531/2016 issued by the Auckland District Licensing Agency/ Committee
2. Undertaking given – refer to Wellington District Licensing Committee Decision No: 49C/2019/NZDLCWN/797

NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE

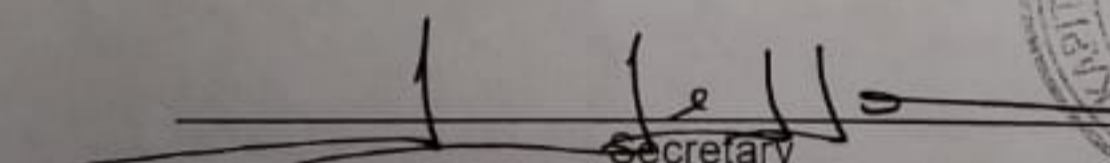
Section 226, Sale and Supply of Alcohol Act 2012

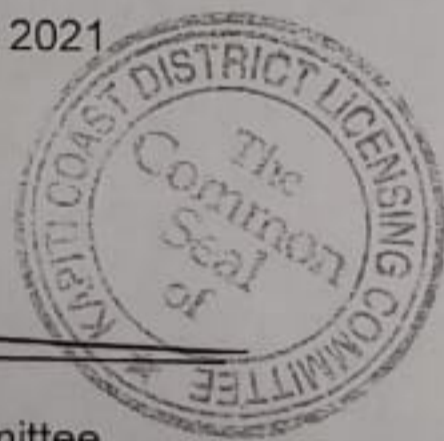
JAMES ALASTAIR DAVID RICHARDSON

Your manager's certificate **45/CERT/562/2017** is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on **6 April 2024** unless again renewed.

Dated at Paraparaumu on **20th** April 2021


Secretary
Kapiti Coast District Licensing Committee



Note: This certificate replaces certificate number 45/CERT/562/2017 issued on 22 April 2018 at Paraparaumu by the Kapiti Coast District Licensing Committee

NOTICE OF RENEWAL OF MANAGER'S CERTIFICATE

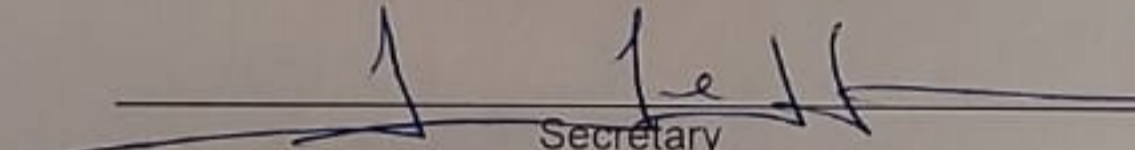
Section 226, Sale and Supply of Alcohol Act 2012

DANIEL JOHN CROSS

Your manager's certificate **45/CERT/883/2020** is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of managers' certificates, this certificate expires on **1 December 2024** unless again renewed.

Dated at Paraparaumu on 7 December 2021


Secretary
Kapiti Coast District Licensing Committee



Note: This certificate replaces certificate number 45/CERT/883/2020 issued on 1 December 2020 at Paraparaumu by the Kapiti Coast District Licensing Committee



LIQUOR LORDS

Host Responsibility Policy

The Management and Staff of Liquor Lords Kapiti our social responsibilities seriously.

We undertake to ensure the following as a responsible business in this community:

- We are trained in the Sale and Supply of Alcohol Act (SASAA) 2012
- We are aware of our responsibilities under the SASAA 2012
- We are trained in assessing intoxication
- We will not serve intoxicated persons
- We will not serve minors
- We are obligated to ask for acceptable identification. The legal alcohol purchase age is 18 years of age. We will request identification from anyone that looks younger than 25
- Only three forms of photo identifications accepted –
 1. **Current NZ Photographic Driver's License**
 2. **HANZ 18+ Identification Card**
 3. **Current Original Passport (NZ or Overseas).**
- It is our responsibility to ensure, wherever possible, that alcohol is not on-supplied to prohibited persons
- We sell and actively promote a range of non-alcoholic and low alcohol options
- We will not sell loose RTD's cans to help reduce instant consumption outside or near the vicinity of our premises to help maintain a safe and friendly environment
- Water will be freely available during tastings
- We will actively promote safe and responsible drinking messages
- We will display and/or provide Alcohol Drug Helpline resources
- We will not promote alcohol in an irresponsible manner.
- Drinks delivers orders between the hours of 8am and 9pm. Drinks does not deliver on Good Friday, Easter Sunday, Christmas Day, and Anzac Day before 1pm and subject to any other regional restrictions and applicable health and safety requirements.

DEED OF ASSIGNMENT OF LEASE

GENERAL address of the premises:
1 Ihakara Street, Paraparaumu

DATE: 19 April 2022

ASSIGNOR: Lion Liquor Retail Limited (company number 102294)

ASSIGNEE: SRM Limited (company number 6005332)

SHAREHOLDER(S) and DIRECTOR(S):
(of Assignor)

GUARANTOR: Shrutu Nitin Gadgil of Wellington, Director and Rohit Malhotra of Wellington, Director
(of Assignee) Rohit Malhotra, Shrutu Nitin Gadgil and M & G Trustees 2022 Limited as trustees of the M & G Family Trust

LANDLORD: Benjamin Grant Thomas, Jo-Ann Ruth Thomas and Robyn Francis Bell

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR guarantees as set out in the Third Schedule.

~~THE ASSIGNOR and the Shareholder(s) and Director(s) (jointly) and the Assignee agree as set out in the Fourth Schedule.~~

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

(Handwritten initials)
SG RM

SIGNED by the Assignor
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Assignor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Signature of Assignor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Assignee
in the presence of:

Vaunesh Singh
Witness Signature

Vaunesh Singh
Witness Name

Engineer
Witness Occupation

319 Pine Street
Witness Address

Mt. Vernon a Wellington

Rohit
Signature of Assignee

Signature of Assignee

ROHIT MALHOTRA

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Shruti Nalin Gadgil
Signature of Assignee

Signature of Assignee

SHRUTI NILIN GADGIL

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Landlord
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Signature of Landlord

Print Full Name

Signature of Landlord

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Note: If signing by a company or as an Attorney – please refer to the notes on page 3

SG RM

SIGNED by the Guarantor
In the presence of:

Jayesh Patel
Witness Signature

Varnesh Singh
Witness Name

Engineer FCC
Witness Occupation

2/19 Pine Street
Witness Address Mt. Victoria
Welly-6011

Rohit

Signature of Guarantor

ROHIT MALHOTRA

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity

Gudges

Signature of Guarantor

SHRUTI NITIN GADGIL

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Shareholder(s) and Director(s)
In the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Shareholder/Director

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity

Signature of Shareholder/Director

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity

* If this agreement is signed under:

- (i) a Power of Attorney – please attach a Certificate of non-revocation (ADLS form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a Certificate of non-revocation and non-suspension of the enduring power of attorney (ADLS form code: 4997WFP).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993, to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
 - (b) if there is only one director of the company, that director signs and the signature must be witnessed.
- Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

SG RM

SIGNED for and on behalf of)
M & G TRUSTEES 2022 LIMITED)
as Trustee of the Guarantor M & G)
FAMILY TRUST by two of its)
Directors)

Nick Samuel nocensor,
Lawyer
Armstrong Barton
Whanganui

Director

Director

SIGNED by)
SHRUTI NITIN GADGIL as Trustee)
of the Guarantor M & G FAMILY)
TRUST in the presence of:)

James Siche
Witness Signature

Shruti Nitin Gadgil
SHRUTI NITIN GADGIL

Varunesh Siche
Print Name

Engineer
Occupation

Wellington
Town/City of Residence

SIGNED by ROHIT MALHOTRA as)
Trustee of the Guarantor M & G)
FAMILY TRUST in the presence of:)

James Siche
Witness Signature

Rohit
ROHIT MALHOTRA

Varunesh Siche
Print Name

Engineer
Occupation

Wellington
Town/City of Residence

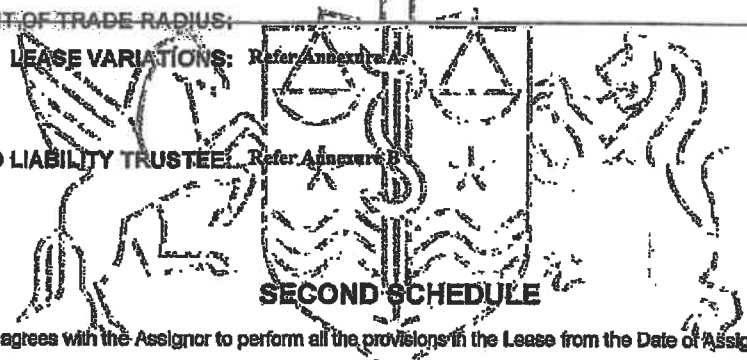
SG KM

FIRST SCHEDULE

1. **PREMISES:** That part of the Landlord's property situated at 1 Ihakara Street, Paraparaumu, as is more particularly described in the Lease.
- ~~2. **CAR PARKS:**~~
3. **DATE OF LEASE:** 5 October 1994
4. **RIGHTS OF RENEWAL:** 2 rights of 3 years each and one right of 3 years and 4 months (as varied pursuant to this deed).
5. **FINAL EXPIRY DATE:** 31 March 2034 (if all rights of renewal are exercised)
6. **ANNUAL RENT:**

	Premises	\$61,081.90	plus GST per annum
(Subject to review if applicable)	Car Parks	0	plus GST per annum
	TOTAL	\$61,081.90	plus GST per annum
7. **EXPIRY DATE OF CURRENT TERM:** 30 November 2024
8. **BUSINESS USE:** As described in the Lease.

9. **DATE OF ASSIGNMENT:** ~~28 March 2022~~ 19 April 2022 ✓ SG RM
- ~~10. **RESTRAINT OF TRADE PERIOD:**~~
- ~~11. **RESTRAINT OF TRADE RADIUS:**~~
12. **LEASE VARIATIONS:** Refer Annexure A
13. **LIMITED LIABILITY TRUSTEE:** Refer Annexure B



SECOND SCHEDULE

1. THE Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.
2. THE Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
3. THE Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment.
4. THE Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment.
- ~~5. THE Assignor acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not alter the liability of the Assignor under the Lease.~~
6. IF any person enters into this Deed as trustee of a trust, then:
 - (1) That person warrants that:
 - (a) that person has power to enter into this Deed under the terms of the trust; and
 - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
 - (d) all of the persons who are trustees of the trust have approved entry into this Deed.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
7. Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 6.


 SG RM

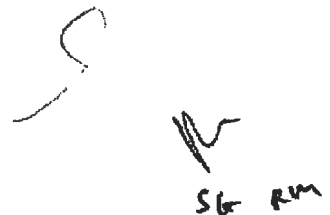
THIRD SCHEDULE

1. **FROM** the Date of Assignment the Guarantor:
 - (1) Guarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
 - (2) Indemnifies the Assignor, any guarantor of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
2. THE Guarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any indulgence granting of time waiver or forbearance to sue or any other thing whereby the Guarantor would be released as a surety in any way releases the Guarantor from liability under the Lease.

FOURTH SCHEDULE

~~THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignee that the Assignor and the Shareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.~~

Réfer Annexure B



ANNEXURE A - VARIATION

1. VARIATION

1.1 The parties have agreed to vary the Lease to provide the Tenant with two (2) further additional further terms of the Lease and to allow for further market rent reviews. Accordingly and with effect from the Date of Assignment, the Lease is varied as follows:

(a) The following items of the First Schedule are to be deleted and replaced:

"Further Terms: Two (2) rights of three (3) years each, followed by one (1) right of three (3) years and four (4) months.

Final Expiry Date: 31 March 2034."

(b) The following items of the First Schedule are to be amended by adding the following dates:

"Renewal Dates: 30 November 2024, 30 November 2027 and 30 November 2030.

Rent Review Dates: 1 December 2023, 1 December 2025, 1 December 2027, 1 December 2029, 1 December 2031, 1 December 2033."

~~(c) Clause 2.1 of the Second Schedule is to be amended as follows:~~

~~(i) by deleting the words "SUBJECT to clause 2.1A," from the first sentence; and~~

~~(ii) amending the dates as they appear in the parenthesis to include "1 December 2027, 1 December 2029, 1 December 2031 and 1 December 2033."~~



st RM

ANNEXURE B – ASSIGNMENT

1. FURTHER RENEWALS

The parties acknowledge that as at the Date of Assignment there are three (3) remaining rights of renewal, such that if all those terms were exercised, the term of the Lease would finally expire on 31 March 2034, being the Final Expiry Date (as varied by this deed).

2. CONTINUANCE

Except as expressly modified by this deed, the terms expressed or Implied in the Lease will continue in full force and effect after the execution of this deed.

3. RELEASE OF ASSIGNOR

Notwithstanding any provision of the Lease or Section 241 of the Property Law Act 2007, the Landlord unconditionally and irrevocably releases and discharges the Assignor from all obligations and liabilities of the Assignor under the Lease as from the Date of Assignment. For the avoidance of doubt, the Assignor shall not be required to provide the Landlord with any guarantee or other security in respect of the assignment contemplated by this deed.

4. COUNTERPARTS

This deed may be executed in any number of counterparts (including without limitation, counterparts signed as an original, a copy, a facsimile copy or pdf). Once the parties have executed the counterparts, and each party has received a copy of the counterpart (in any form described above) signed by the other party, each counterpart shall be deemed to be as valid and binding on the other party as if it had been executed by all the parties. The parties agree that either party may sign this deed by electronic means. If a party signs this deed by electronic means, that party represents and warrants to the other party that the form of electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

5. COSTS

The Assignor shall pay the Landlord's legal fees incurred in respect of the preparation and execution of this deed and the assignment and variation.

6. LANDLORD TRUSTEE LIMITATION OF LIABILITY

6.1 Notwithstanding the execution of this deed by the Landlord, the Assignee acknowledges that:



- (a) **BENJAMIN GRANT THOMAS, JO-ANN RUTH THOMAS and ROBYN FRANCIS BELL** do not covenant in an individual private capacity, but covenant solely in their capacity as trustees of the **JR & BG THOMAS TRUST** established by a deed dated 30 August 1995 (Trust) with intent to bind, in the capacity of those trustees, themselves and any other person or persons for the time being acting as trustee or trustees of the Trust in addition to or in substitution for them; and
- (b) The liability and obligation under this deed of **BENJAMIN GRANT THOMAS, JO-ANN RUTH THOMAS and ROBYN FRANCIS BELL** and any person or persons for the time being acting as an independent trustee or trustees of the Trust will, at all times and for all purposes be construed solely as a liability or obligation limited to the extent of the assets of the Trust which for the time being are or, but for their wilful neglect or default, would be in the hands of or under the control of the trustees of the Trust in the ordinary course of its administration.


5/6 RM

7. GUARANTOR TRUSTEE LIMITATION OF LIABILITY

7.1 Notwithstanding the execution of this deed by the trustees of the M & G Family Trust, the Landlord acknowledges that in respect of the guarantee from the M & G Family Trust:

- (a) The directors of **M & G TRUSTEES 2022 LIMITED** do not covenant in an individual private capacity, but covenant in their capacity as trustees of the **M & G FAMILY TRUST** established by a deed dated 31 January 2022 (**Guarantor Trust**) with intent to bind, in the capacity of those trustees, themselves and any other person or persons for the time being acting as trustee or trustees of the Guarantor Trust in addition to or in substitution for them; and
- (b) The liability and obligation under this deed of M & G Trustees 2022 Limited and any person or persons for the time being acting as an independent trustee or trustees of the Guarantor Trust will, at all times and for all purposes be construed solely as a liability or obligation limited to the extent of the assets of the Guarantor Trust which for the time being are or, but for their wilful neglect or default, would be in the hands of or under the control of the trustees of the Guarantor Trust in the ordinary course of its administration.



SLA RM

Dated _____

Between
Lion Liquor Retail Limited (company number
102294)

Assignor

and
SRM Limited (company number 6005332)

Assignee

and _____

Shareholder(s)

and _____

Director(s)

and
Shruti Nitin Gadgil of Wellington, Director and Rohit
Malhotra of Wellington, Director

Rohit Malhotra, Shruti Nitin Gadgil and M & G
Trustees 2022 Limited as trustees of the M & G
Family Trust

Guarantor

and
Benjamin Grant Thomas, Jo-Ann Ruth Thomas and
Robyn Francis Bell

Landlord

DEED OF ASSIGNMENT OF LEASE

General address of the premises:

1 Ihakara Street, Paraparaumu

SG RM

DEED OF ASSIGNMENT/OF LEASE

GENERAL address of the premises:
1 Ihakara Street, Paraparaumu

DATE: 7th April 2022

ASSIGNOR: **Lion Liquor Retail Limited (company number 102294)**

ASSIGNEE: **SRM Limited (company number 6005332)**

SHAREHOLDER(S) and DIRECTOR(S):
 (of Assignor)

GUARANTOR: **Shruti Nitin Gadgil of Wellington, Director and Rohit Malhotra of Wellington, Director**
 (of Assignee) **Rohit Malhotra, Shruti Nitin Gadgil and M & G Trustees 2022 Limited as trustees of the M & G Family Trust**

LANDLORD: **Benjamin Grant Thomas, Jo-Ann Ruth Thomas and Robyn Francis Bell**

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR guarantees as set out in the Third Schedule.

~~**THE ASSIGNOR** and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule.~~

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

SIGNED by the Assignor
in the presence of:

Signature of Assignor
guy blaikie

Mike Hari

Witness Signature
Mike Hari

Witness Name
Operations Leader

Witness Occupation
45 Taikata Rd

Witness Address

Print Full Name
~~Director / Trustee / Authorised Signatory / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Signature of Assignor
Craig Baldie

Print Full Name
~~Director / Trustee / Authorised Signatory / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Assignee
in the presence of:

Signature of Assignee

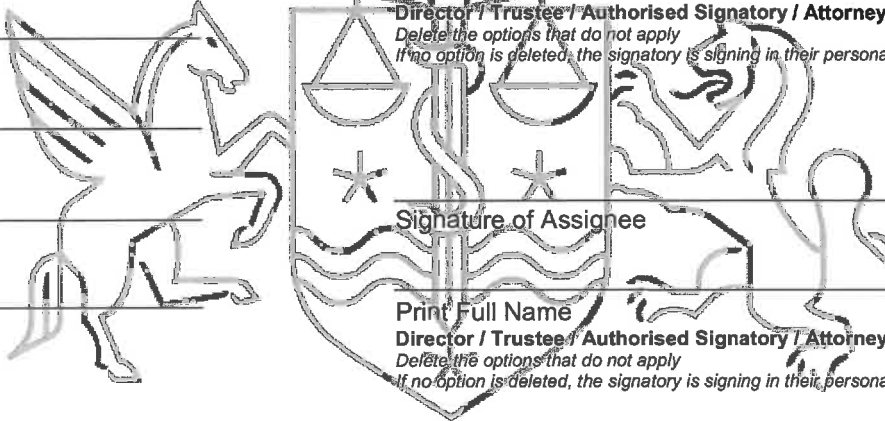
Print Full Name
~~Director / Trustee / Authorised Signatory / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Witness Signature

Witness Name

Witness Occupation

Witness Address



Signature of Assignee

Print Full Name
~~Director / Trustee / Authorised Signatory / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Landlord
in the presence of:

Signature of Landlord

Print Full Name
~~Director / Trustee / Authorised Signatory / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

Print Full Name

Signature of Landlord

Print Full Name
~~Director / Trustee / Authorised Signatory / Attorney*~~
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Note: If signing by a company or as an Attorney – please refer to the notes on page 3

SIGNED by the Guarantor
in the presence of:

Signature of Guarantor

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Witness Signature

Witness Name

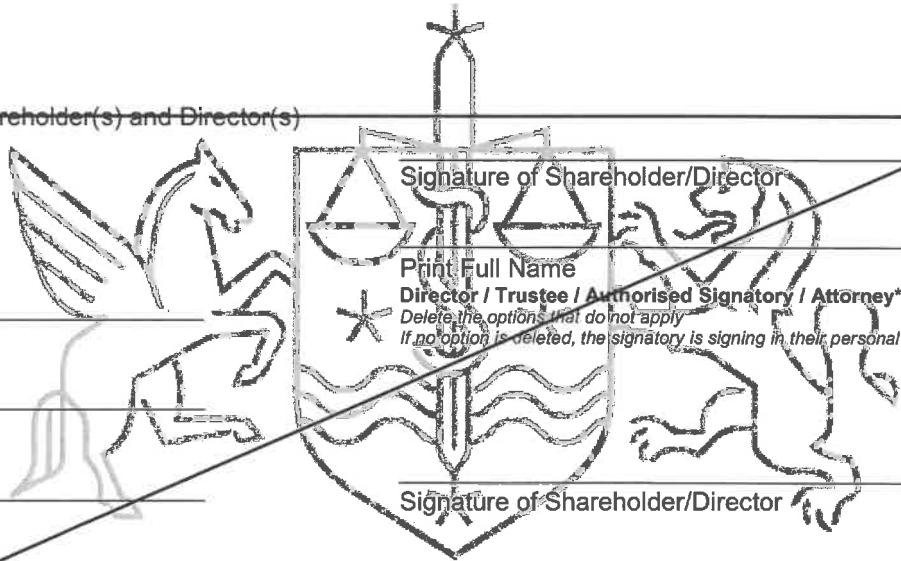
Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

~~SIGNED by the Shareholder(s) and Director(s)
in the presence of:~~



~~_____
Signature of Shareholder/Director~~

~~_____
Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity~~

~~_____
Witness Signature~~

~~_____
Witness Name~~

~~_____
Witness Occupation~~

~~_____
Witness Address~~

~~_____
Signature of Shareholder/Director~~

~~_____
Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity~~

* If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (ADLS form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (ADLS form code: 4997WFP).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993, to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
- (b) if there is only one director of the company, that director signs and the signature must be witnessed.

Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

SIGNED for and on behalf of)
M & G TRUSTEES 2022 LIMITED)
as Trustee of the Guarantor **M & G**)
FAMILY TRUST by two of its)
Directors)

Director

Director

SIGNED by)
SHRUTI NITIN GADGIL as Trustee)
of the Guarantor **M & G FAMILY**)
TRUST in the presence of:

SHRUTI NITIN GADGIL

Witness Signature

Print Name

Occupation

Town/City of Residence

SIGNED by **ROHIT MALHOTRA** as)
Trustee of the Guarantor **M & G**)
FAMILY TRUST in the presence of:)

ROHIT MALHOTRA

Witness Signature

Print Name

Occupation

Town/City of Residence

FIRST SCHEDULE

1. **PREMISES:** That part of the Landlord's property situated at 1 Ihakara Street, Paraparaumu, as is more particularly described in the Lease.
- ~~2. **CAR PARKS:**~~
3. **DATE OF LEASE:** 5 October 1994
4. **Remaining RIGHTS OF RENEWAL:** 2 rights of 3 years each and one right of 3 years and 4 months (as varied pursuant to this deed).
5. **FINAL EXPIRY DATE:** 31 March 2034 (if all rights of renewal are exercised)
6. **ANNUAL RENT:**
- | | | |
|-----------------------------------|-------------------------------|--------------------|
| Premises | \$61,081.90 | plus GST per annum |
| (Subject to review if applicable) | Car Parks \$ _____ | plus GST per annum |
| | TOTAL | \$61,081.90 |
| | | plus GST per annum |
7. **EXPIRY DATE OF CURRENT TERM:** 30 November 2024
8. **BUSINESS USE:** As described in the Lease.

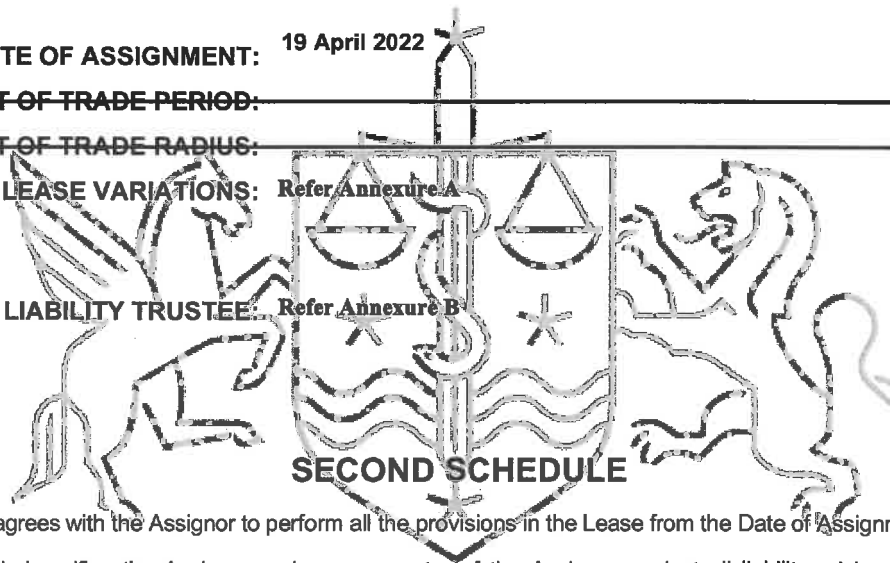
9. **DATE OF ASSIGNMENT:** 19 April 2022

~~10. **RESTRAINT OF TRADE PERIOD:**~~

~~11. **RESTRAINT OF TRADE RADIUS:**~~

12. **LEASE VARIATIONS:** Refer Annexure A

13. **LIMITED LIABILITY TRUSTEE:** Refer Annexure B



1. **THE Assignee** agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.
2. **THE Assignee** indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
3. **THE Assignor** warrants that all the provisions of the Lease have been performed up to the Date of Assignment.
4. **THE Assignee** agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment.
- ~~5. **THE Assignor** acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not alter the liability of the Assignor under the Lease.~~
6. **IF** any person enters into this Deed as trustee of a trust, then:
- (1) That person warrants that:
- that person has power to enter into this Deed under the terms of the trust; and
 - that person has properly signed this Deed in accordance with the terms of the trust; and
 - that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
 - all of the persons who are trustees of the trust have approved entry into this Deed.
- (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
7. Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 6.

THIRD SCHEDULE

1. **FROM** the Date of Assignment the Guarantor:
 - (1) Guarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
 - (2) Indemnifies the Assignor, any guarantor of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
2. **THE** Guarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any indulgence granting of time waiver or forbearance to sue or any other thing whereby the Guarantor would be released as a surety in any way releases the Guarantor from liability under the Lease.

FOURTH SCHEDULE

~~THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignee that the Assignor and the Shareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.~~

Refer Annexure B



ANNEXURE A – VARIATION

1. VARIATION

1.1 The parties have agreed to vary the Lease to provide the Tenant with two (2) further additional further terms of the Lease and to allow for further market rent reviews. Accordingly and with effect from the Date of Assignment, the Lease is varied as follows:

(a) **The following items of the First Schedule are to be deleted and replaced:**

“Further Terms: Two (2) rights of three (3) years each, followed by one (1) right of three (3) years and four (4) months.

Final Expiry Date: 31 March 2034.”

(b) **The following items of the First Schedule are to be amended by adding the following dates:**

“Renewal Dates: 30 November 2024, 30 November 2027 and 30 November 2030.

Rent Review Dates: 1 December 2023, 1 December 2025, 1 December 2027, 1 December 2029, 1 December 2031, 1 December 2033.”

ANNEXURE B – ASSIGNMENT

1. FURTHER RENEWALS

The parties acknowledge that as at the Date of Assignment there are three (3) remaining rights of renewal, such that if all those terms were exercised, the term of the Lease would finally expire on 31 March 2034, being the Final Expiry Date (as varied by this deed).

2. CONTINUANCE

Except as expressly modified by this deed, the terms expressed or implied in the Lease will continue in full force and effect after the execution of this deed.

3. RELEASE OF ASSIGNOR

Notwithstanding any provision of the Lease or Section 241 of the Property Law Act 2007, the Landlord unconditionally and irrevocably releases and discharges the Assignor from all obligations and liabilities of the Assignor under the Lease as from the Date of Assignment. For the avoidance of doubt, the Assignor shall not be required to provide the Landlord with any guarantee or other security in respect of the assignment contemplated by this deed.

4. COUNTERPARTS

This deed may be executed in any number of counterparts (including without limitation, counterparts signed as an original, a copy, a facsimile copy or pdf). Once the parties have executed the counterparts, and each party has received a copy of the counterpart (in any form described above) signed by the other party, each counterpart shall be deemed to be as valid and binding on the other party as if it had been executed by all the parties. The parties agree that either party may sign this deed by electronic means. If a party signs this deed by electronic means, that party represents and warrants to the other party that the form of electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

5. COSTS

The Assignor shall pay the Landlord's legal fees incurred in respect of the preparation and execution of this deed and the assignment and variation.

6. LANDLORD TRUSTEE LIMITATION OF LIABILITY

6.1 Notwithstanding the execution of this deed by the Landlord, the Assignee acknowledges that:

(a) **BENJAMIN GRANT THOMAS, JO-ANN RUTH THOMAS and ROBYN FRANCIS BELL** do not covenant in an individual private capacity, but covenant solely in their capacity as trustees of the **JR & BG THOMAS TRUST** established by a deed dated 30 August 1995 (**Trust**) with intent to bind, in the capacity of those trustees, themselves and any other person or persons for the time being acting as trustee or trustees of the Trust in addition to or in substitution for them; and

(b) The liability and obligation under this deed of **BENJAMIN GRANT THOMAS, JO-ANN RUTH THOMAS and ROBYN FRANCIS BELL** and any person or persons for the time being acting as an independent trustee or trustees of the Trust will, at all times and for all purposes be construed solely as a liability or obligation limited to the extent of the assets of the Trust which for the time being are or, but for their wilful neglect or default, would be in the hands of or under the control of the trustees of the Trust in the ordinary course of its administration.

7. **GUARANTOR TRUSTEE LIMITATION OF LIABILITY**

7.1 Notwithstanding the execution of this deed by the trustees of the M & G Family Trust, the Landlord acknowledges that in respect of the guarantee from the M & G Family Trust:

- (a) The directors of **M & G TRUSTEES 2022 LIMITED** do not covenant in an individual private capacity, but covenant in their capacity as trustees of the **M & G FAMILY TRUST** established by a deed dated 31 January 2022 (**Guarantor Trust**) with intent to bind, in the capacity of those trustees, themselves and any other person or persons for the time being acting as trustee or trustees of the Guarantor Trust in addition to or in substitution for them; and
- (b) The liability and obligation under this deed of M & G Trustees 2022 Limited and any person or persons for the time being acting as an independent trustee or trustees of the Guarantor Trust will, at all times and for all purposes be construed solely as a liability or obligation limited to the extent of the assets of the Guarantor Trust which for the time being are or, but for their wilful neglect or default, would be in the hands of or under the control of the trustees of the Guarantor Trust in the ordinary course of its administration.

Dated _____

Between
Lion Liquor Retail Limited (company number 102294)

and
SRM Limited (company number 6005332)

and _____ **Assignee**

and _____ **Shareholder(s)**

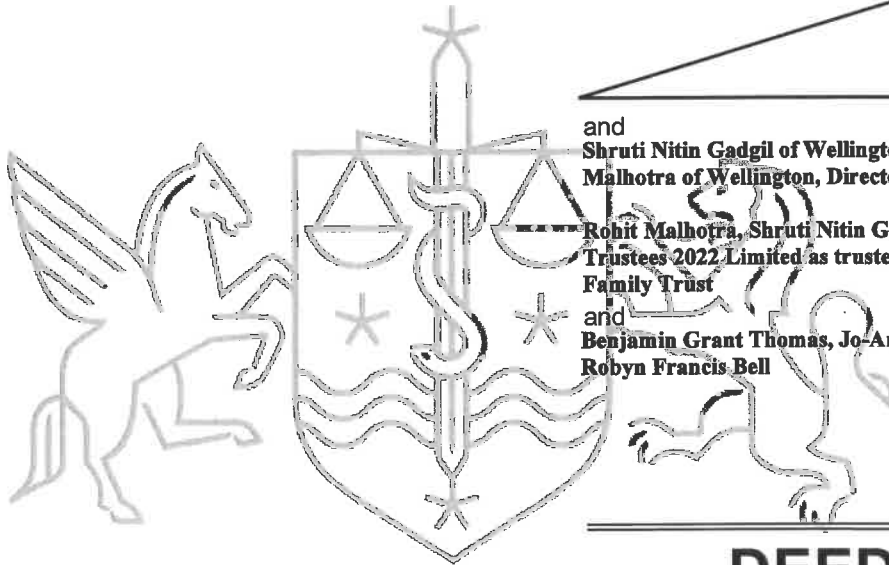
and _____ **Director(s)**

and
Shruti Nitin Gadgil of Wellington, Director and Rohit Malhotra of Wellington, Director

Rohit Malhotra, Shruti Nitin Gadgil and M & G Trustees 2022 Limited as trustees of the M & G Family Trust

and
Benjamin Grant Thomas, Jo-Ann Ruth Thomas and Robyn Francis Bell

Landlord



**DEED OF
ASSIGNMENT
OF LEASE**

**General address of the premises:
1 Ihakara Street, Paraparaumu**

DEED OF ASSIGNMENT/OF LEASE

GENERAL address of the premises:
1 Ihakara Street, Paraparaumu

DATE:

ASSIGNOR: Lion Liquor Retail Limited (company number 102294)

ASSIGNEE: SRM Limited (company number 6005332)

SHAREHOLDER(S) and DIRECTOR(S):
(of Assignor)

GUARANTOR: Shruti Nitin Gadgil of Wellington, Director and Rohit Malhotra of Wellington, Director
(of Assignee) Rohit Malhotra, Shruti Nitin Gadgil and M & G Trustees 2022 Limited as trustees of the M & G Family Trust

LANDLORD: Benjamin Grant Thomas, Jo-Ann Ruth Thomas and Robyn Francis Bell

THE ASSIGNOR assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

THE ASSIGNOR, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

THE GUARANTOR guarantees as set out in the Third Schedule.

~~**THE ASSIGNOR** and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule.~~

THE ASSIGNOR, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

THE LANDLORD consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

THE LANDLORD acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

WHENEVER words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

BT
B G

SIGNED by the Assignor
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Assignor

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Signature of Assignor

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Assignee
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Assignee

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Signature of Assignee

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Landlord
in the presence of:

M J Offner

Witness Signature

Maryanne Offner

Witness Name

Registered Nurse

Witness Occupation

52b Nagsburning Rd

Witness Address

Devonport

B. C. M. L.

Signature of Landlord

Benjamin Grant Thomas

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

Signature of Landlord
Jo Ann Ruth Thomas

Print Full Name

Signature of Landlord
Robyn Francis Bell

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*
Delete the options that do not apply
If no option is deleted, the signatory is signing in their personal capacity

RF
B.

Note: If signing by a company or as an Attorney – please refer to the notes on page 3

SIGNED by the Assignor
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Assignor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity

Signature of Assignor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Assignee
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Assignee

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity

Signature of Assignee

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity

SIGNED by the Landlord
in the presence of:

[Signature]
Witness Signature

Sandra Ruby Sigley
Witness Name

Project Administrator
Witness Occupation

93 Gullion Street, Hove, Brighton BN1 2DA
Witness Address

Signature of Landlord

Benjamin Grant Thomas

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity

Signature of Landlord

Jolana Ruth Thomas

Print Full Name

Signature of Landlord

Bell
ROBYN FRANCIS BELL

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity

Note: If signing by a company or as an Attorney – please refer to the notes on page 3

BT
[Handwritten initials]

SIGNED by the Guarantor
in the presence of:

Signature of Guarantor

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
*Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity*

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
*Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity*

~~SIGNED~~ by the Shareholder(s) and Director(s)
in the presence of:

Signature of Shareholder/Director

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
*Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity*

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Shareholder/Director

Print Full Name
Director / Trustee / Authorised Signatory / Attorney*
*Delete the options that do not apply.
If no option is deleted, the signatory is signing in their personal capacity*

* If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (ADLS form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (ADLS form code: 4997WFP).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993, to ensure it is binding as a deed. In general, this means:

- (a) If there are two or more directors of the company, two directors must sign and no witnessing is necessary;
 - (b) If there is only one director of the company, that director signs and the signature must be witnessed.
- Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

SIGNED for and on behalf of)
M & G TRUSTEES 2022 LIMITED)
as Trustee of the Guarantor **M & G**)
FAMILY TRUST by two of its)
Directors)

Director

Director

SIGNED by)
SHRUTI NITIN GADGIL as Trustee)
of the Guarantor **M & G FAMILY**)
TRUST in the presence of:)

SHRUTI NITIN GADGIL

Witness Signature

Print Name

Occupation

Town/City of Residence

SIGNED by **ROHIT MALHOTRA** as)
Trustee of the Guarantor **M & G**)
FAMILY TRUST in the presence of:)

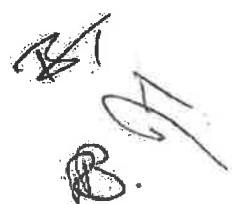
ROHIT MALHOTRA

Witness Signature

Print Name

Occupation

Town/City of Residence



FIRST SCHEDULE

1. **PREMISES:** That part of the Landlord's property situated at 1 Ihakara Street, Paraparaumu, as is more particularly described in the Lease.
- ~~2. **GAR PARKS:**~~
3. **DATE OF LEASE:** 5 October 1994
4. **Remaining RIGHTS OF RENEWAL:** 2 rights of 3 years each and one right of 3 years and 4 months (as varied pursuant to this deed).
5. **FINAL EXPIRY DATE:** 31 March 2034 (If all rights of renewal are exercised)
6. **ANNUAL RENT:**

	Premises	\$61,081.90	plus GST per annum
(Subject to review if applicable)	Gar Parks	\$	plus GST per annum
	TOTAL	\$61,081.90	plus GST per annum
7. **EXPIRY DATE OF CURRENT TERM:** 30 November 2024
8. **BUSINESS USE:** As described in the Lease.
9. **DATE OF ASSIGNMENT:** ~~30 March 2022~~ 19 April 2022
- ~~10. **RESTRAINT OF TRADE PERIOD:**~~
- ~~11. **RESTRAINT OF TRADE RADIUS:**~~
12. **LEASE VARIATIONS:** Refer Annexure A
13. **LIMITED LIABILITY TRUSTEE:** Refer Annexure B

SECOND SCHEDULE

1. **THE Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.**
2. **THE Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.**
3. **THE Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment.**
4. **THE Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment.**
- ~~5. **THE Assignor acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not alter the liability of the Assignor under the Lease.**~~
6. **IF any person enters into this Deed as trustee of a trust, then:**
 - (1) That person warrants that:
 - (a) that person has power to enter into this Deed under the terms of the trust; and
 - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
 - (d) all of the persons who are trustees of the trust have approved entry into this Deed.
 - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
7. **Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 6.**

Handwritten initials: B1, B, G

THIRD SCHEDULE

1. FROM the Date of Assignment the Guarantor:

- (1) Guarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
- (2) Indemnifies the Assignor, any guarantor of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.

2. THE Guarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any indulgence granting of time waiver or forbearance to sue or any other thing whereby the Guarantor would be released as a surety in any way releases the Guarantor from liability under the Lease.

FOURTH SCHEDULE

THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignee that the Assignor and the Shareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.

Refer Annexure B



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B

ANNEXURE A – VARIATION

1. VARIATION

1.1 The parties have agreed to vary the Lease to provide the Tenant with two (2) further additional further terms of the Lease and to allow for further market rent reviews. Accordingly and with effect from the Date of Assignment, the Lease is varied as follows:

(a) **The following items of the First Schedule are to be deleted and replaced:**

"Further Terms: Two (2) rights of three (3) years each, followed by one (1) right of three (3) years and four (4) months.

Final Expiry Date: 31 March 2034."

(b) **The following items of the First Schedule are to be amended by adding the following dates:**

"Renewal Dates: 30 November 2024, 30 November 2027 and 30 November 2030.

Rent Review Dates: 1 December 2023, 1 December 2025, 1 December 2027, 1 December 2029, 1 December 2031, 1 December 2033."

~~(c) **Clause 2.1 of the Second Schedule is to be amended as follows:**~~

~~(i) by deleting the words "SUBJECT to clause 2.1A," from the first sentence;
and~~

~~(ii) amending the dates as they appear in the parenthesis to include "1 December 2027, 1 December 2029, 1 December 2031 and 1 December 2033."~~

TBT
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07

ANNEXURE B - ASSIGNMENT

1. FURTHER RENEWALS

The parties acknowledge that as at the Date of Assignment there are three (3) remaining rights of renewal, such that if all those terms were exercised, the term of the Lease would finally expire on 31 March 2034, being the Final Expiry Date (as varied by this deed).

2. CONTINUANCE

Except as expressly modified by this deed, the terms expressed or implied in the Lease will continue in full force and effect after the execution of this deed.

3. RELEASE OF ASSIGNOR

Notwithstanding any provision of the Lease or Section 241 of the Property Law Act 2007, the Landlord unconditionally and irrevocably releases and discharges the Assignor from all obligations and liabilities of the Assignor under the Lease as from the Date of Assignment. For the avoidance of doubt, the Assignor shall not be required to provide the Landlord with any guarantee or other security in respect of the assignment contemplated by this deed.

4. COUNTERPARTS

This deed may be executed in any number of counterparts (including without limitation, counterparts signed as an original, a copy, a facsimile copy or pdf). Once the parties have executed the counterparts, and each party has received a copy of the counterpart (in any form described above) signed by the other party, each counterpart shall be deemed to be as valid and binding on the other party as if it had been executed by all the parties. The parties agree that either party may sign this deed by electronic means. If a party signs this deed by electronic means, that party represents and warrants to the other party that the form of electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

5. COSTS

The Assignor shall pay the Landlord's legal fees incurred in respect of the preparation and execution of this deed and the assignment and variation.

6. LANDLORD TRUSTEE LIMITATION OF LIABILITY

6.1 Notwithstanding the execution of this deed by the Landlord, the Assignee acknowledges that:

(a) **BENJAMIN GRANT THOMAS, JO-ANN RUTH THOMAS and ROBYN FRANCIS BELL** do not covenant in an individual private capacity, but covenant solely in their capacity as trustees of the **JR & BG THOMAS TRUST** established by a deed dated 30 August 1995 (Trust) with intent to bind, in the capacity of those trustees, themselves and any other person or persons for the time being acting as trustee or trustees of the Trust in addition to or in substitution for them; and

(b) The liability and obligation under this deed of **BENJAMIN GRANT THOMAS, JO-ANN RUTH THOMAS and ROBYN FRANCIS BELL** and any person or persons for the time being acting as an independent trustee or trustees of the Trust will, at all times and for all purposes be construed solely as a liability or obligation limited to the extent of the assets of the Trust which for the time being are or, but for their wilful neglect or default, would be in the hands of or under the control of the trustees of the Trust in the ordinary course of its administration.

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B. 15

7. **GUARANTOR TRUSTEE LIMITATION OF LIABILITY**

7.1 Notwithstanding the execution of this deed by the trustees of the M & G Family Trust, the Landlord acknowledges that in respect of the guarantee from the M & G Family Trust:

- (a) The directors of **M & G TRUSTEES 2022 LIMITED** do not covenant in an individual private capacity, but covenant in their capacity as trustees of the **M & G FAMILY TRUST** established by a deed dated 31 January 2022 (**Guarantor Trust**) with intent to bind, in the capacity of those trustees, themselves and any other person or persons for the time being acting as trustee or trustees of the Guarantor Trust in addition to or in substitution for them; and
- (b) The liability and obligation under this deed of M & G Trustees 2022 Limited and any person or persons for the time being acting as an independent trustee or trustees of the Guarantor Trust will, at all times and for all purposes be construed solely as a liability or obligation limited to the extent of the assets of the Guarantor Trust which for the time being are or, but for their wilful neglect or default, would be in the hands of or under the control of the trustees of the Guarantor Trust in the ordinary course of its administration.

TST
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B.

Dated _____

Between
Lion Liquor Retail Limited (company number
102294)

and
SRM Limited (company number 6005332)

and _____ Assignee

and _____ Shareholder(s)

and _____ Director(s)

and
Shruti Nitin Gadgil of Wellington, Director and Rohit
Malhotra of Wellington, Director

Rohit Malhotra, Shruti Nitin Gadgil and M & G
Trustees 2022 Limited as trustees of the M & G
Family Trust

and
Benjamin Grant Thomas, Jo-Ann Ruth Thomas and
Robyn Francis Bell

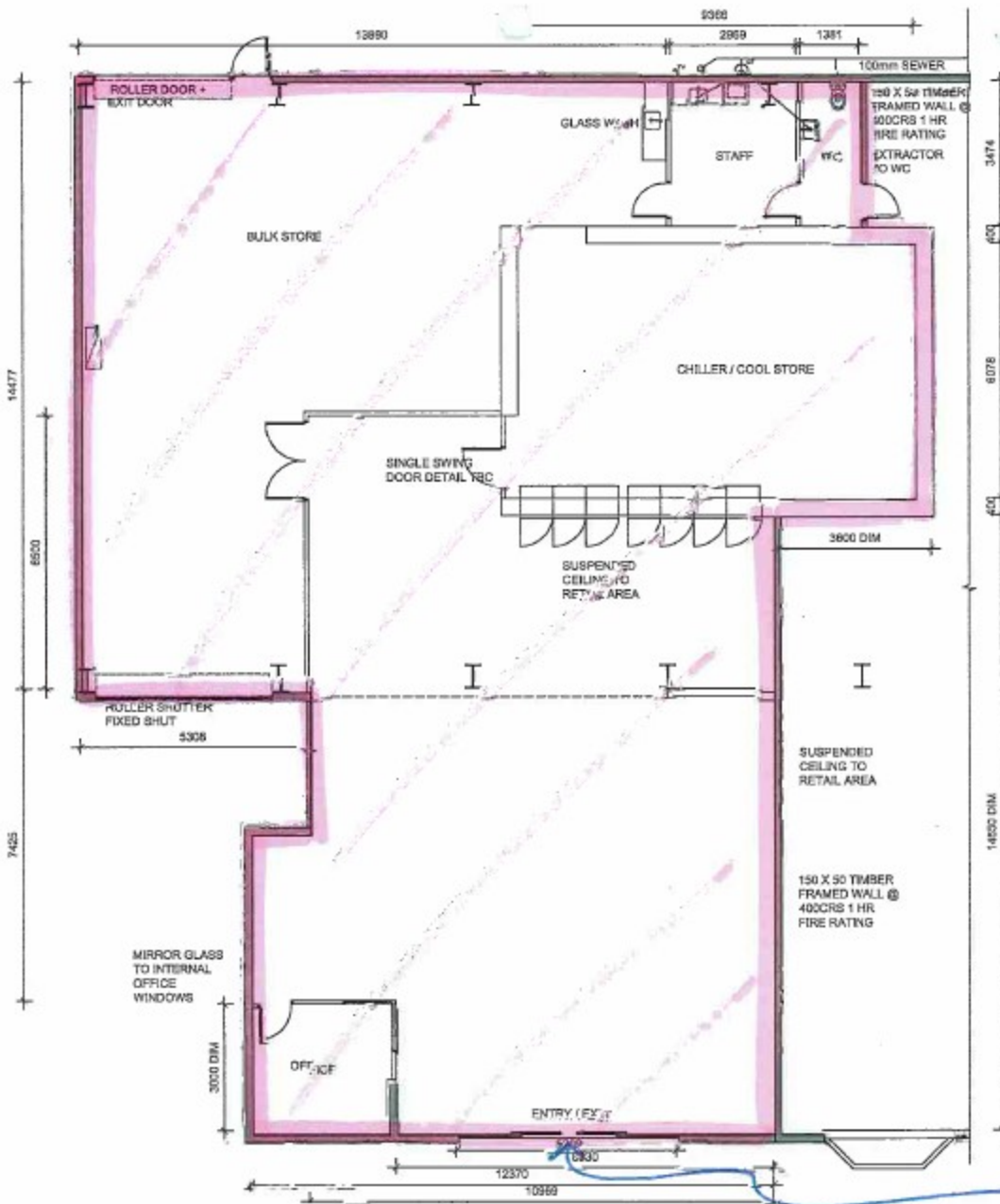
Landlord

DEED OF ASSIGNMENT OF LEASE

General address of the premises:

1 Ihakara Street, Paraparaumu

EST
[Handwritten signature]



 Supervised
Licensed
Area

SITE MEASURE REQUIRED
ALL DIMENSIONS ESTIMATE ONLY FROM
SCALED COPY
SOME DIMENSIONS INDICATED WITH (DIM)
TAKEN FROM PLAN

Principal
entrance

This drawing is to be used in conjunction with all relevant conditions, specific instructions drawings and specifications.
No one is to be held liable for any errors or omissions.
Any alterations to this drawing should be shown on a separate sheet of paper.
All dimensions are to be taken as indicated unless otherwise stated.
Any survey information is to be taken as shown on the drawing unless otherwise stated.

- 3 08.04.14 Issued for Information
- 2 31.03.14 Issued for Information
- 1 14.03.14 Issued for Information



Project:
EXTG STORE REFURB

At:
KAPITI ROAD
PARAPARAUMU

For:
LIQUOR KING KAPITI

Drawing Title:
EXISTING PLAN

Drawn: LR	Date: 14.03.14
Project name: LK	Project No: P40813
Scale A1: *	Scale A2: 1:100
SHEET: *	REV: 3



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Te Kaunihera o
Te Awa Kairangi ki Uta
Upper Hutt City Council

NOTICE OF RENEWAL OF MANAGER'S RENEWAL CERTIFICATE

Section 224 of the Sale and Supply of Alcohol Act 2012

To: **Rohit Malhotra**

Your Manager's Certificate 47/CERT/9475/2020 is renewed.

Subject to the requirements of the Act relating to the payment of fees, and to the provisions of the Act relating to the suspension and cancellation of Managers' Certificates, this certificate expires on 25th February 2024, unless again renewed.

DATED at Upper Hutt this 25th day of January 2021

Wayne Guppy
Chair
Upper Hutt District Licensing Committee

Peter Kelly
Secretary
Upper Hutt District Licensing Committee

