

# STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B)



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OF WESTERN AUSTRALIA (INC.)  
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**Not for retail premises or other premises where the Commercial Tenancy  
(Retail Shops) Agreement Act 1985 applies**

## Particulars of the Lease

This document incorporates The Real Estate Institute of Western Australia (Inc.) 2017,  
General Terms and Conditions of the Lease contained in the document attached.

Before using this document please read the notes at the front of the Real Estate Institute of Western Australia (Inc.)  
2017 General Terms and Conditions of the Lease.

THIS LEASE is made  20   
for the Premises at

**1. Lessor:**

Full Name:

Address:

Telephone: Work  Home

Facsimile  Email

ACN/ABN  Mobile

**2. Lessee:**

Full Name:

Address:

Telephone: Work  Home

Facsimile  Email

Full Name:

Address:

Telephone: Work  Home

Facsimile  Email

(if a corporation) Name:

ACN/ABN

Postal Address:

Address of Registered Office:

Telephone  Mobile:

Facsimile  Email

Contact Name:



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### 3. Guarantor:

Full Name:

Address:

Telephone: Work  Home  Mob:

Facsimile:  Email:

Full Name:

Address:

Telephone: Work  Home  Mob:

Facsimile:  Email:

### 4. Premises:

~~The Land~~

\*That part of the Land and Building situated at and known as

which is depicted as crosshatched or coloured on the annexed plan (if any).

\* Delete the inapplicable

### 5. Land:

Lot  on ~~Diagram/Deposited/Plan~~/Strata Plan  and being the whole of the land in Certificate of Title Volume  Folio

### 6. Term:

months/~~years~~ commencing on the Date of Commencement.

### 7. Date of Commencement:

20

### 8. Further terms:

months/~~years~~ commencing on  20

months/~~years~~ commencing on  20

### 9. Rent:

From the Date of Commencement until varied the Rent is \$  per annum, payable by instalments of \$  per month in advance on the first day of each month. (Rent is exclusive of GST, see clause 30)

### 10. Rent review dates:

#### During the Term:

Method <input type="text"/>	Review Date <input type="text"/>	Method <input type="text"/>	Review Date <input type="text"/>
Method <input type="text"/>	Review Date <input type="text"/>	Method <input type="text"/>	Review Date <input type="text"/>
Method <input type="text"/>	Review Date <input type="text"/>	Method <input type="text"/>	Review Date <input type="text"/>

#### During the Further Term:

Method <input type="text" value="C"/>	Review Date <input type="text" value="10/12/2026"/>	Method <input type="text" value="D"/>	Review Date <input type="text" value="10/12/2027"/>
Method <input type="text" value="D"/>	Review Date <input type="text" value="10/12/2029"/>	Method <input type="text" value="D"/>	Review Date <input type="text" value="10/12/2031"/>
Method <input type="text" value="D"/>	Review Date <input type="text" value="10/12/2033"/>	Method <input type="text"/>	Review Date <input type="text"/>

Insert **A,B,C,D** or **E** for the Method of Rent Review.

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**11. Method of Rent Review:**

Subject to clause 18 the Rent applicable from and including each Rent Review Date specified in Item 10 above is calculated by one of the following methods of rent review:

- A Market Rent Review on that Rent Review Date
- B CPI Rent on that Rent Review Date
- C The Rent applicable immediately before that Rent Review Date increased by  of that Rent.
- D The greater of a Market Rent Review and CPI Rent on that Review Date
- E

**12. Lessor Chattels:**

The Lessors Chattels included in the Lease are:

**13. Rate of Interest:**

15% per annum calculated on a daily basis.

**14. Painting and decorating intervals:**

Within three (3) months before the end of each Term and Further Term granted or at earlier Termination.

**15. Public Liability Insurance:**

\$20 million unless stated otherwise

**16. Nature of Business and Permitted use:**

The Permitted Use of the business is

**17. Outgoings Payable by the Lessee:**

	THE LESSOR AGREES TO PAY (DENOTE WITH X)	THE LESSEE AGREES TO PAY (DENOTE WITH X)
(a) Water Drainage and Sewerage Rates		X
(b) Local Authority Rates including fire services levy		X
(c) Land Tax and MRIT		X
(d) Interest Charges on Outstanding Rates and Taxes		X
(e) Water Consumed Beyond Allowance		X
(f) Fire Services		X
(g) Cleaning, Including Window and Rubbish Removal		X
(h) Grounds Repairs and Maintenance		X
(i) Building Repairs and Maintenance of a Non-Structural Nature		X
(j) Building Insurance		X
(k) Plate Glass Insurance		X
(l) Public Liability Insurance (to a minimum of \$20 million).		X
(m) Property Management Fees		X
(n) Common Area, Lighting and Power		X
(o) Security		X
(p) Toilet Requisites		X
(q) Hot Water Systems Running and Repairs and Maintenance		X
(r) Electricity and Gas and Telephone Services Consumed in the leased Premises		X
(s) Air-conditioning Running and Repairs and Maintenance		X
(t) Escalator & Lift: Running and Repairs and Maintenance		N/A
(u) Strata Company Levy		X
(v) Pest Control		X
(w)		
(x)		
(y)		

**18. Security Bond:** \$

**19. Bank Guarantee amount:** \$

**20. Special Clauses:**

The Lessor and Lessee agree to 3 more Further 2 year Terms beginning 10/12/2029, 10/12/2031 & 10/12/2033  
 Public liability insurance is to be in place when the Lessee starts operations in the premises and to supply Agent a copy  
 Clause 14 to be amended to within 3 months of vacating premises  
 Clause 19 - Option is to be paired for the 1st Further term to:  
 (a) The Lessee at lease one (1) month prior to the expiry of the Term gives the Lessor notice to renew the Term for a Further Term; and  
 (b) no Event of Default has occurred which has not been remedied or waived; and  
 (c) the Guarantor executes a guarantee and indemnity in the same terms as the guarantee and Indemnity in repost of the Further Term.  
 The Further terms will remain as per the Lease is written

# STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B)

## ACCEPTANCE

### SIGNED BY THE LESSOR OR THE LESSOR'S AGENT (individual)

SIGNED by  (FULL NAME)

Signature

in the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

### (Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSOR PURSUANT )  
TO ITS CONSTITUTION AND THE CORPORATIONS ACT )  
)  
)  
)

Sole / Director

Full Name of Director

### SIGNED BY THE LESSOR OR THE LESSOR'S AGENT (individual)

SIGNED by  (FULL NAME)

Signature

in the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

### (Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSOR PURSUANT )  
TO ITS CONSTITUTION AND THE CORPORATIONS ACT )  
)  
)  
)

Director / Secretary

Full Name of Director / Secretary



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# STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B)

## ACCEPTANCE

### SIGNED BY THE LESSEE

(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Tyre Recycling Perth Pty Ltd

Full Name of Corporation

ACN 678 078 325

ACN/ABN

EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT

)  
)  
)  
)  
)



ole / Director

Amit Kapoor

Full Name of Director

### SIGNED BY THE LESSEE

(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT

)  
)  
)  
)  
)

Director / Secretary

Full Name of Director / Secretary



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# STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B)

## ACCEPTANCE

### SIGNED BY THE GUARANTOR

(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT )  
)  
)  
)  
)

Sole / Director

Full Name of Director

### SIGNED BY THE GUARANTOR

(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT )  
)  
)  
)  
)

Director / Secretary

Full Name of Director / Secretary

A true copy of this document has been received by each of the signatories hereto - together with a copy of the Real Estate Institute of Western Australia (Inc.) 2017 General Terms and Conditions of the Lease in the attached document.

### COPYRIGHT

The copyright of this lease is the property of the Real Estate Institute of Western Australia (Inc) and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the Institute. 07/17