

# SURRENDER OF LEASE (S)

LEASE NUMBER	DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
N428022	<p><b>AS TO PORTION ONLY (PARTIAL SURRENDER OF LEASE):</b></p> <p>That part of Lot 1 on Diagram 26715 identified with the letter "[to be inserted]" on Deposited Plan [to be inserted]</p>	Whole	1425	934

LESSEE/S – REGISTERED PROPRIETOR OF LEASE (Note 2)

INDIAN PACIFIC LIMITED (ACN 009 178 894) of 42 BISHOPGATE STREET LATHLAIN WA 6100

LESSOR – REGISTERED PROPRIETOR OF LAND (Note 3)

TOWN OF VICTORIA PARK (ABN 77 284 859 739) OF 99 SHEPPERTON ROAD, VICTORIA PARK WA 6100

THE LESSEE as registered proprietor of the above LEASE HEREBY SURRENDERS the said Lease over the land above described.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Year 2024

LESSEE/S SIGN HERE (Note 5)

See page 7 for Lessee's execution

LESSOR/S SIGN HERE (Note 5)

See page 7 for Lessor's execution

IF THE ABOVE LEASE IS SUBJECT TO A MORTGAGE OR CHARGE THIS SURRENDER WILL REQUIRE CONSENT OF THE PROPRIETOR THEREOF

# Background

- A Pursuant to the Lease, the Lessor leased to the Lessee the Premises for the term specified in the Lease.
- B The Lessee has agreed to surrender a portion of the Premises to facilitate the construction of the New Facility.
- C The parties enter into this deed to set out the terms and conditions of the partial surrender of the Lease.

## Agreed terms

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### 1. Definitions

#### 1.1 Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Deed:

**Deed** means this deed as supplemented, amended or varied from time to time;

**Lease** means the lease specified in **Item 1** of the Schedule as amended, assigned, or extended by any other document;

**Lessee** means the party so described on the front page of this Deed;

**Lessor** means the party so described on the front page of this Deed;

**New Facility** means the development of a new facility by the Lessor further to Council resolutions 93/2024 and 94/2024 dated 21 May 2024, including a football administration, operations, function centre and community centre, to be located partly on the Surrendered Portion;

**Party** means the Lessor or the Lessee according to the context;

**Premises** means the premises leased to the Lessee by the Lessor pursuant to the Lease;

**Remaining Portion** means the remaining portion of the Premises, following the surrender of the Surrendered Portion;

**Schedule** means the Schedule to this Deed;

**Surrender Date** means [to be inserted (will be 21 days after the date of the CEO's Notice, or upon such other date as the parties agree in writing)];

**Surrendered Portion** means the portion of the Premises to be surrendered by the Lessee, more particularly described in **Item 2** of the Schedule.

#### 1.2 Same meaning as Lease

Unless the contrary intention appears, words defined in the Lease have the same meaning when used in this Deed.

## 2. Partial Surrender of Lease

### 2.1 Partial Surrender of Lease

As-On and with effect from the Surrender Date, the Lessee will surrenders the Lease and all rights, powers and privileges contained in the Lease with respect to the Surrendered Portion.

### 2.2 Acceptance of Partial Surrender

The Lessor accepts the Lessee's surrender of the Surrendered Portion of the Lease made pursuant to **clause Error! Reference source not found.** of this Deed.

### 2.3 Release of Lessee

The Lessor releases the Lessee from the Lessee's obligations under the Lease in respect of the Surrendered Portion arising on or after the Surrender Date.

### 2.4 Release of Lessor

The Lessee releases the Lessor from the Lessor's obligations under the Lease in respect of the Surrendered Portion arising on or after the Surrender Date.

### 2.5 No obligation to make good Surrendered Portion

The Lessor acknowledges and agrees that the Lessee is not required to make good the Surrendered Portion and the Surrendered Portion will be yielded to the Lessor on an "as is" basis on the Surrender Date.

## 3. Lease continues over Remaining Portion

The Lessee and the Lessor acknowledge and agree that the provisions of the Lease continue to apply to the Remaining Portion.

## 4. General provisions

### 4.1 Costs

The Lessor agrees to pay:

- (a) the Lessee's reasonable legal costs in respect of the review and negotiation of this Deed; and
- (b) all costs associated in registering this Deed at Landgate.

### 4.2 Governing law

This Deed is governed by the law in force in Western Australia.

### 4.3 Giving effect to this Deed

Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document):

- (a) that the other Party may reasonably require to give full effect to this Deed; and
- (b) to satisfy a requirement of the Lease or of this Deed.

#### 4.4 **Operation of this Deed**

- (1) Any right that a person may have under this Deed is in addition to, and does not replace or limit, any other right that the person may have.
- (2) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

#### 4.5 **Amendment**

This Deed can only be amended, supplemented, replaced or novated in writing by agreement between the Parties.

#### 4.6 **Interpretation**

- (1) In this Deed, unless the context otherwise requires:
  - (a) a word or phrase has the same meaning as in the Lease;
  - (b) the singular includes the plural and vice versa;
  - (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
  - (d) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
  - (e) a reference to any party to this Deed or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
  - (f) a reference to any thing (including any right) includes a part of that thing but this is not to be taken as implying that performance of part of an obligation is the performance of the whole.
- (2) If there is any inconsistency between the Lease and this Deed, this Deed prevails.

# Schedule

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## Item 1 Lease

Lease N428022

## Item 2 Surrendered Portion

That portion the Premises ~~to~~-identified with the letter [X] on Deposited Plan [XXXX] and comprising a total area of [217]m<sup>2</sup>.

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## EXECUTION BY LESSOR

**EXECUTED** by **TOWN OF VICTORIA PARK**  
in accordance with section 9.49A(4) of the  
Local Government Act 1995 by its Chief  
Executive Officer who is authorised to execute  
this deed:

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Full Name of Chief Executive Officer (print)

## EXECUTION BY LESSEE

**EXECUTED BY INDIAN PACIFIC LIMITED**  
**(ACN 009 178 894)** pursuant to Section 127  
of the Corporations Act:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Print full name of Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Print full name of Director/Secretary

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where necessary the duplicate Certificate of Title may be produced.

**NOTES**

1. **DESCRIPTION OF LAND IN LEASE**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio number, to be stated.
2. **LESSEE**  
State full name of the Lessee/Lessees (Registered Proprietor of the lease).
3. **LESSOR**  
State full name of the Lessor/Lessors (Registered Proprietor of Land) and the address/addresses to which future notices can be sent.
4. **LESSORS / LESSEES EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.



EXAMINED

OFFICE USE ONLY

**SURRENDER OF LEASE (SL)**

LODGED BY            McLeods Lawyers

ADDRESS            222 Stirling Hwy  
CLAREMONT WA 6010

PHONE No.           9383 3133

EMAIL.                mcleods@mcleods.com.au

REFERENCE No.    TF:VIC 53339

ISSUING BOX No.   346K

PREPARED BY       McLeods Lawyers

ADDRESS            222 Stirling Hwy  
CLAREMONT WA 6010

PHONE No. 9383 3133      EMAIL.    mcleods@mcleods.com.au

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.