

# LEASE

*These Guidance Notes are of a general nature and are not intended to, and cannot, replace the advice of a Legal Practitioner or Registered Conveyancer.*

For an Underlease use Form L2.

All panels must be completed. If insufficient space, use approved annexure sheets. If more than one page is used, each must be numbered consecutively, e.g. 1-10, 2-10; 1/10, 2/10 or 1 of 10, 2 of 10.

**All handwriting must be clear and legible in permanent, dense, rapid drying black or blue ink.**

The Registrar-General *may refuse* to accept for registration any instrument, annexure sheet or additional or inserted sheet that does not comply with the provisions of LTO panel form standards.

## LAND DESCRIPTION

Where the lease is over the whole or portion of the land in a Certificate of Title or Crown Lease and no rights are being created, indicate whether the lease concerns the whole or portion of the land comprised in a CERTIFICATE OF TITLE (CT) and/or CROWN LEASE (CL). If portion only then identify the relevant portion by reference to the appropriate plan.

**WHOLE** - e.g. "Whole of the land in CT Volume \_\_\_\_\_ Folio \_\_\_\_\_ "  
or "Whole of the land in CL Volume \_\_\_\_\_ Folio \_\_\_\_\_ ".

**PORTION** - e.g. "Shop 4 in GRO Plan 123/2000 being portion of the land in CT Volume \_\_\_\_\_ Folio \_\_\_\_\_ ".

Strike through "hereinafter" from the operative clause on page 2.

## WHERE RIGHTS ARE TO BE CREATED CONTEMPORANEOUSLY WITH THE GRANT OF LEASE

In this case simply state "The whole of the land in CT Volume \_\_\_\_\_ Folio \_\_\_\_\_ " etc. The actual land being leased, and rights being created are to be described in the panel immediately under the operative clause.

## ESTATE & INTEREST

Insert "FEE SIMPLE" or "CROWN LESSEE" whichever the case may be.

## LESSOR

Full name and current address to be stated. If the lessor's name has altered, you must lodge an Application to Note Change/Correction of Name prior to the Lease.

## LESSEE

Full name and address to be stated. Mode of holding to be included where appropriate.

## TERM OF LEASE

The term of the lease must have a certain beginning and certain ending.

Right(s) of renewal to be referred to in this panel.

## OPERATIVE CLAUSE

Strike through the inapplicable words concerning the location of the covenants and insert memorandum number if applicable.

## DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

This panel is to be completed only where it is intended that the grant of a lease is also to affect the creation of rights.

## CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

### CONSENTS OF MORTGAGEES

- \* **Refer Section 118 of the *Real Property Act 1886*** - Leases do not bind non-consenting mortgagees or encumbrances

### SECTION 101 AND 131 PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 (PDIA)

Development approval may in certain circumstances be required to lease portion of an allotment.

- \* **Section 101** states – “subject to this Act, no development may be undertaken unless the development is an approved development.”
- \* If the lessor or lessee is the Crown or an instrumentality or agency of the Crown section 131 is applicable.

Compliance with sections 101 and 131 of the PDIA is the responsibility of the Certifier. In applying the certification “The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement” it is taken that the lease does not contravene sections 101 or 131.

## CERTIFICATION

Any inapplicable certification statement(s) must be deleted.

Certification statements must be made by the Certifier, being one of the following:

- A legal practitioner
- A registered conveyancer
- If the applicant is not represented by a legal practitioner or registered conveyancer – the applicant (i.e. self-represented party)
- If a party to an instrument is not represented by a legal practitioner or registered conveyancer – that party (i.e. self-represented party)

All certifications apply where the Certifier is a registered conveyancer or legal practitioner.

The first two listed certifications do not apply where the Certifier is a self-represented party. Self-represented parties are only required to make certifications relating to retaining evidence to support the registry instrument or document and ensuring the registry instrument or document is correct and compliant with relevant legislation and any prescribed requirement.

Note: - An attorney or a body corporate cannot make certification statements.

The Registrar-General's [Verification of Identity](#) and [Verification of Authority](#) requirements must be complied with except where the lessee is self-represented.

Penalties of up to \$10,000 or 2 years imprisonment apply, where a prescribed person provides a false certification under section 273(1) of the *Real Property Act 1886*.

## ANNEXURE

It will be necessary to use an annexure sheet (Form B1) if there is insufficient space in a panel for the text or to complete remaining certifications.

An annexure sheet to an instrument must:

- a. be in the format of Form B1 and identified therein as an annexure to the parent instrument;
- b. be referred to in the appropriate panel in the body of the instrument;
- c. be affixed securely and permanently to the top left-hand corner of the instrument. The annexure and instrument must not be bound;
- d. comply with the requirements in Form B1 Guidance Notes.

**Note:** The lease is subject to any prior registered interests e.g. a permissive caveat, mortgage, lease or encumbrance etc.

FORM L1 (Version 5)