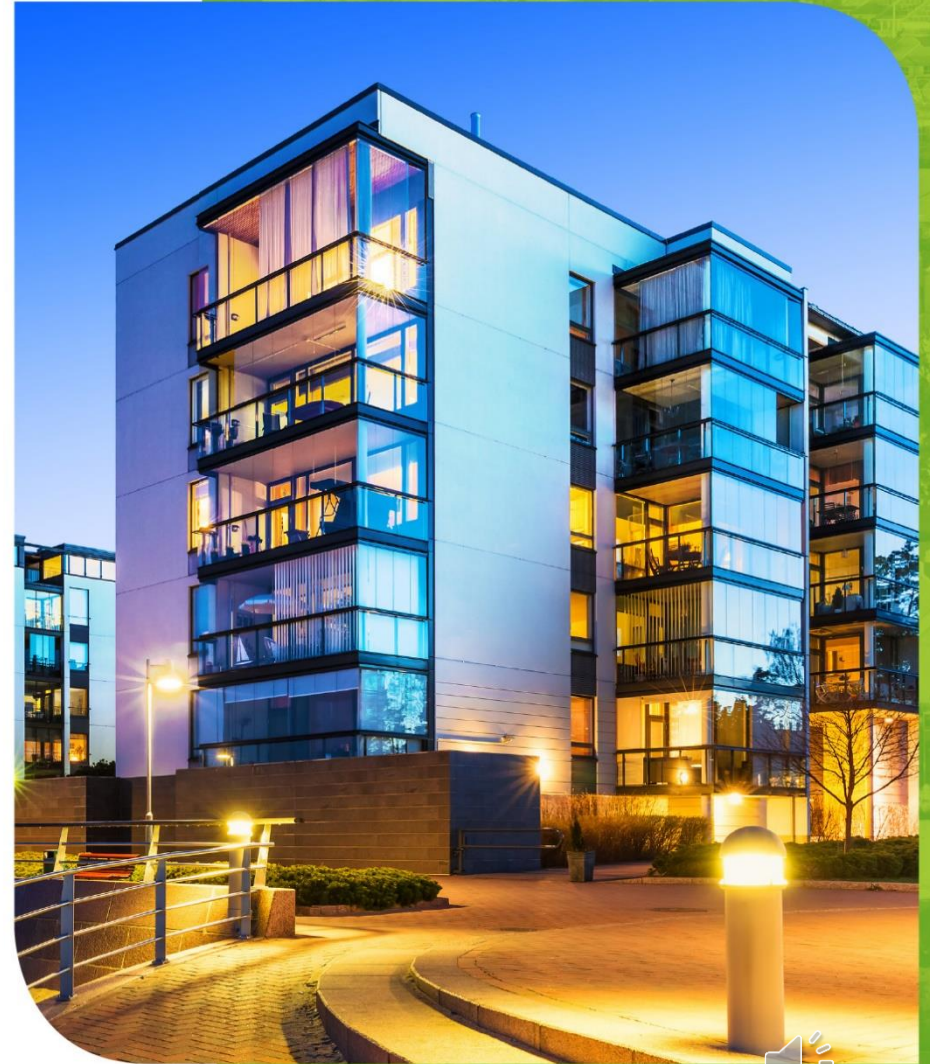




Industry Education Webinar:

Leases and Underleases



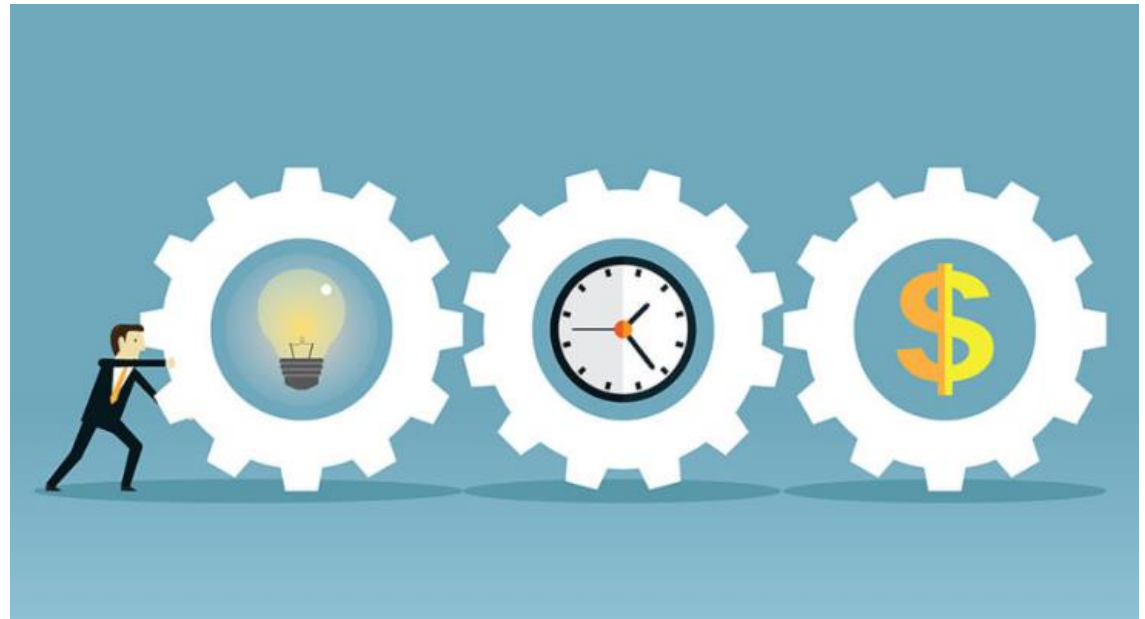


# Industry Education Program

Land Services SA is committed to providing an excellent Customer Experience. One way we continue to deliver value to the Industry is through our Industry Education Program, where we produce a range of helpful educational materials, hold regular webinars and Industry Events.

## Why are we doing this?

- ✓ Assist in educating the industry by providing regular training updates
- ✓ Assist in reducing requisitions across your business, saving you time and money
- ✓ Supporting you to deliver excellent service to your clients





# About our Land Services Team

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**Natasha Stupel** is a Registration Training, Audit and Workflow Officer with Land Services SA. She has over 30 years' of experience in numerous areas of the Lands Titles Office.

Current areas of focus are registration of electronic dealings and training new Registration Officers.



## CONTENTS

- Mandatory Electronic Lodgement
- Lease Land Description – no rights being Created
- Lease Land Description – rights being Created
- Lease – Estate and Interest Panel
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- Lease and Underlease – Party Panels
- Lease and Underlease – Term
- Lease and Underlease – Operative Clause
- Lease and Underlease – Consents
- Lease and Underlease – Date and Certifications





# Leases and Underleases – Mandatory Electronic Lodgement

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Current Exemptions for the electronic lodgement of Leases are:

- There are multiple Lessees being represented by different Subscribers
- Lessor has changed their name
- It is a Lease by Mortgagee under Section 137 of the *Real Property Act 1886*.

Current Exemptions for the electronic lodgement of Underleases are:

- Underlessor has changed their name





# Lease Land Description – No rights being created

---

## LEASE OF THE WHOLE OF LAND IN CT(S)

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### LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 5000 FOLIO 500

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## LEASE OF PORTION OF LAND IN CT(S) - (no rights being created)

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### LAND DESCRIPTION

PORTION OF THE LAND IN CT VOLUME 5000 FOLIO 500 BEING TENANCY 2 IN GP 42/2000

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## Lease Land Description – No rights being created (continued)

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The portion being leased must be uniquely identified in a Plan already deposited with this office, or a plan accepted as an attachment in a prior registered Lease.

Acceptable portion descriptions are:

- Full Allotment in Filed or Deposited Plan
- Full Piece in an Allotment
- Full Section
- A uniquely identified portion in a Plan deposited for Lease purposes (GRO or FP)
- A uniquely identified portion in a plan accepted as an attachment in a prior registered Lease







# Lease Land Description – rights being created

---

**1 LAND DESCRIPTION**

THE WHOLE OF THE LAND IN CT VOLUME 6124 FOLIO 852

---

---

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

PORTION OF THE LAND IN CT VOLUME 6124 FOLIO 852 BEING (THE PORTION OF THE LAND MARKED "SHOP 3" AND "D DOORWAY" IN FX53667) THE RIGHT IN COMMON WITH ALL OTHERS RIGHTFULLY ENTITLED TO THE USE OF THE AREAS MARKED YARD Q, CORRIDOR AND TOILET IN FX53667 BEING PORTION OF THE LAND IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6124 FOLIO 852

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## LEASE – Estate and Interest Panel

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**ESTATE & INTEREST**

**FEE SIMPLE or CROWN LESSEE**

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- ❖ When dealing with a Crown Lease Minister's Consent is required





# Underlease – Land Description

Registered Lease

LEASE BEING UNDERLEASED:

13938556

or

Unregistered Lease

LEASE DATED (insert date) BETWEEN (insert name(s) of head lessor) AS LESSOR AND (insert name(s) of head lessee) AND LODGED CONTEMPORANEOUSLY HEREWITH

1

LAND DESCRIPTION

WHOLE OF THE LAND IN CERTIFICATE(S) OF TITLE VOLUME

FOLIO

or

PORTION OF THE LAND IN CERTIFICATE OF TITLE VOLUME

FOLIO

being A in F257936

2



(define portion being underleased here)

WHOLE / PART (State whether WHOLE or PART of land in lease)

|

WHOLE

Whole of land in Lease is being Underleased

or

PART

Portion of land in Lease is being Underleased

3





# Lease and Underlease – Party Panels

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## LEASE

**LESSOR**·(Full·name·and·address)¶

¶

α

**LESSEE**·(Full·name, address·and·mode·of·holding)¶

¶

¶

## UNDERLEASE

**UNDERLESSOR**·(Full·name·and·address)¶

¶

α

**UNDERLESSEE**·(Full·name, address·and·mode·of·holding)¶

¶

¶





# Lease and Underlease - Term

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## LEASE

---

**TERM**

COMMENCING ON 01/01/2023

AND

EXPIRING ON 31/12/2027

Together with two rights of renewal each for a term of five years pursuant to clause 23.1

---

## UNDERLEASE

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**TERM OF UNDERLEASE**

COMMENCING ON 01/01/2023.....

AND

EXPIRING ON 30/12/2027

Together with two rights of renewal each for a term of five years pursuant to clause 24.2

---



# Lease and Underlease – Rent and manner of payment and covenants panels

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## **RENT AND MANNER OF PAYMENT** (or other consideration)

\$26,000.00 PER ANNUM (EXCLUSIVE OF GST) PAYABLE IN ADVANCE BY EQUAL CALENDAR MONTHLY INSTALMENTS OF \$2,166.67 (EXCLUSIVE OF GST) ON THE 1ST DAY OF EACH AND EVERY MONTH (EXCEPT WHERE SUCH PAYMENT IS IN RESPECT OF A PORTION OF A MONTH IN WHICH CASE SUCH INSTALMENT IS AN APPROPRIATE PROPORTION OF THE CALENDAR MONTHLY INSTALMENT), SUCH RENT BEING SUBJECT TO ADJUSTMENT PURSUANT TO CLAUSE 4.10

---

**IT IS COVENANTED BY AND BETWEEN THE LESSOR (or Underlessor) AND THE LESSEE (or Underlessee) as listed herein:**

(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

Pages 3 to 48

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Page \_\_\_\_\_ of \_\_\_\_\_





# Lease and Underlease – Operative Clause

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## LEASE

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**OPERATIVE CLAUSE** *\*Delete the inapplicable¶*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed *\*herein/ \*in Standard Terms and Conditions No. [redacted]* and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).¶

---

## UNDERLEASE

---

**OPERATIVE CLAUSE** *\*Delete the inapplicable¶*

The Underlessor UNDERLEASES TO THE UNDERLESSEE the LEASE described as regards the land described and the UNDERLESSEE ACCEPTS THIS UNDERLEASE of the LEASE for the term and at the rent stipulated, subject to the covenants and conditions expressed *\*herein/ \*in Memorandum No. [redacted]* and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).¶

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# Lease and Underlease - Consents

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## LEASE

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### CONSENTS OF MORTGAGEES

ABC Bank Ltd. ACN 011 222 333 as mortgagee under Mortgage No. 12345678 hereby consents to the within Lease

Execution|

## UNDERLEASE

---

CONSENTS¶

Not Applicable¶

¶





DATED.....

**CERTIFICATION** *\*Delete the inapplicable*

---

**Lessor(s)**

\*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

\*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.

Signed By:

|

<Name of certifying party>

<Capacity of certifying party>

for: <Company name>

on behalf of the Lessor

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**Lessee(s)**

\*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

\*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.

Signed By:

<Name of certifying party>

<Capacity of certifying party>

for: <Company name>

on behalf of the Lessee



# LEASE AND UNDERLEASE – Date and Certifications



# Industry Education Hub



Land Services SA partner with the SA Government and relevant Industry Bodies to deliver a range of Educational Materials to support property industry professionals. This webpage is dedicated to the publication of Industry Education Materials to assist conveyancing and survey professionals.

**Hot Tip:**  
**Keep updated on**  
**LSSA's webinars and**  
**video's**

Industry Education Series	+
eConveyancing	+
Digital Plan Lodgement	+
SAILIS Video Tutorials	+
Land Services SA Fact Sheets	+



# Questions

