

REGISTRAR-GENERAL'S OFFICE

33

COLONEL LIGHT CENTRE: 25 Pirie Street ADELAIDE.

PANEL FORMS

L1 - LEASES

The information contained in these notes is to be read in conjunction with "GENERAL NOTES RELATING TO PANEL FORMS".

Suitably adapted this form can be used for a lease of a Crown Lease.

NOTES

Instructional notes on the form must be read carefully before attempting to complete the information required in the panels.

CERTIFICATES OF TITLE

See Note 3 on the form.

1. IF WHOLE OF THE LAND - Insert

"The whole of the land comprised in Certificate of Title Register Book Volume Folio.....".

2. IF PORTION OF LAND - Insert

"Portion of the land comprised in Certificate of Title Register Book Volume Folio being more particularly defined - " THEN ADD EITHER

2.1 "as Shop in G.R.O. plan No.... of 19.." OR

2.2 " as allotment ... in deposit/filed Plan No....." OR

2.3 "in the plan attached hereto and therein bounded in red and marked with the letter A"

OR

By such other acceptable, precise definition of the portion to be leased.

ESTATE OF LESSOR

This panel may need to be adapted if leasing a Crown Lease by inserting "As Crown Lessee under and by virtue of perpetual Lease No....."

ENCUMBRANCES

Here insert any subject Mortgages or Encumbrances. Leases over the same piece of land which are still current must also be shown.

LESSOR

Show the full name, address and occupation of the lessor and identify with Register Book as "formerly of" if necessary.

LESSEE

See Note 4. Show full name, address and occupation of the lessee.

TERM OF LEASE

Disclose the term of the lease in this panel ensuring that it has a definite date of commencement and determination.

Take particular notice of note 5 on the form relating to any right of RENEWAL.

Should it be desired to make the term subject to an earlier determination e.g. on the marriage of the lessee, then add (if space is insufficient in this panel) "Subject to earlier determination as provided by covenant" (or "annexure....") as the case may be.

RENT AND PAYMENT

Set out the rental and mode of payment in this panel.

CONSENT

If the land being leased is not an allotment and the term of the lease (including rights of renewal) is over 5 years, then the Director of Planning and Development will in most cases be required to approve. His approval must be shown in this panel.

Any Mortgagee's and encumbrancee's consents are to be included in this panel.

INSERT SHEETS

See note 6 "General notes relating to panel forms".

Obviously most leases will require several pages of covenants. This can be achieved by using the front sheet with the details set out above, and using a cover sheet in the panel style for a lease, while inserting between those sheets the extra sheets in the manner described in the aforementioned note 6.

EXECUTION

Both the lessor and the lessee will execute in the normal manner, but the execution clause need not contain the full names of those parties. Merely substitute "Lessor" or "Lessee" for the same.

Both executions must be witnessed. The execution by a Company is unaltered.

PROOF

The requirements regarding proof of signature have not altered except that as in the execution clause the full names need not be shown.

FORMAT 26

To be completed by the lodging party as instructed by note 1 on the form. If portion only of the land in a certificate of title is being leased, the reference must still be inserted.


(B.J. KILEY)

ACTING REGISTRAR-GENERAL

July, 1980