

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

U	L	No:
S	L	No:

Commissioner of Taxes use only

(NOTE 1)

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

SUBLEASE

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease.

(NOTES 2 - 3)

ESTATE AND INTEREST

Lease being subleased:
Number:

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit

(NOTE 5)

INTEREST BEING SUBLEASED

(NOTE 6)

MARKET RENT UNDER THE SUB-LEASE

	GST AMOUNT
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(NOTE 7)

OTHER CONSIDERATION
(Include Nil or Nominal Rent)

	GST AMOUNT
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OWNER OF THE LEASE

(NOTE 8)

TENANT

(NOTE 9)

TENANCY

Joint Tenants/Tenants in Common (Shareholding)

(NOTE 10)

TERM OF SUBLEASE

Commencing:	Expiring:	Right of Renewal:

(NOTE 11)

CONSENTS

(NOTE 12)

.....
SIGNED by the Owner
on (Date)

In the presence of:
.....
Qualified Witness:
.....
.....

.....
SIGNED by the Tenant
on (Date)

In the presence of:
.....
Qualified Witness:
.....
.....

(NOTE 13)

CONSENT OF INTEREST HOLDERS

Instrument type:	Instrument type:
Instrument No:	Instrument No:
Name of Parties:	Name of Parties:
I the registered proprietor of the interest shown above consent to the registration of this instrument.	I the registered proprietor of the interest shown above consent to the registration of this instrument.
Signed:	Signed:
(Date):	(Date):
In the presence of:	In the presence of:
Name of Qualified Witness:	Name of Qualified Witness:
Address or Telephone No.:	Address or Telephone No.:

COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

- To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
- The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall/shall not apply. (delete one)
- To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Practitioners Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

A witness to an instrument executed by an individual must first:

- take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
- have the individual execute the document in the presence of the witness;
- not be a party to the instrument; and
- if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.