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Strata Lease

*Strata Titles Act 1985* Section 52

*Strata Titles (General) Regulations 2019* Schedule 3

Scheme Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Land:

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| --- | --- | --- | --- |
| **Description[[1]](#footnote-2)** | **Extent** | **Volume** | **Folio** |
|  |  |  |  |

Owner(s) [[2]](#footnote-3): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The owner(s) of the Land authorise(s) the Registrar of Titles to include this Strata Lease as a Scheme Document in the owner(s) Application to register strata titles scheme (for a Leasehold Scheme). The owner(s) acknowledge that on registration of this Strata Lease all of the lots in the scheme listed overleaf will be encumbered for a term expiring on the expiry day for the scheme specified in the Scheme Notice.

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| **EXECUTION**[[3]](#footnote-4) |
| Date of Execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
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| [Insert corporation clause here, if applicable] | |
| Signature of Owner | Signature of Owner |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Full Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Full Name |
|  |  |
| In the presence of: | In the presence of: |
| Witness Signature | Witness Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Full Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Full Name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Occupation | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Occupation |

Strata Lease

*Strata Titles Act 1985* Section 52

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**Division 1 — General**

1. **Preliminary**

This strata lease applies to the following lots in leasehold scheme number[[4]](#footnote-5) \_\_\_\_\_\_\_\_\_\_\_\_\_:

Lots numbered[[5]](#footnote-6) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Terms used**

In this strata lease:

***Act*** means the *Strata Titles Act 1985*;

***leasehold scheme*** means the leasehold scheme described in clause 1;

***lessee*** means the owner (as defined in section 3(1) of the Act) for the time being of the lot;

***lessor*** means the owner (as defined in section 3(1) of the Act) for the time being of the leasehold scheme;

***lot*** means a lot to which this strata lease applies (as specified in clause 1).

1. **Lease of the lot**

The lessor leases the lot to the lessee for the term of this strata lease.

1. **Term of strata lease**

This strata lease —

1. commences when the lot is created on the registration of the leasehold scheme or an amendment of the leasehold scheme; and
2. expires on the expiry day for the leasehold scheme as set out in the scheme notice registered for the scheme as a scheme document.
3. **Covenants or conditions of strata lease**
4. This lease is subject to the covenants or conditions set out in Division 2, which forms part of this lease.
5. If there is any inconsistency between the covenants or conditions set out in this strata lease, and the covenants or conditions that are allowed to be contained in this lease under section 52(1)(a) of the Act, the covenants or conditions that are allowed to be contained in this lease under section 52(1)(a) of the Act prevail to the extent of the inconsistency.
6. **Special provision for conditional tenure land**
7. If the *Land Administration Act 1997* section 75(3B) applies to the leasehold scheme, this strata lease is also subject to the condition referred to in section 75(3B)(b) of that Act.
8. This clause is a fundamental covenant or condition.
9. **Services of notices under strata lease**
10. Notices required to be served on the lessor under this strata lease must be served in accordance with section 216(3) of the Act.
11. Notices required to be served on the lessee under this strata lease must be served in accordance with section 216(4) of the Act.

**Division 2 — Covenants or conditions**

1. **Term used: designated event**

In this Division —

***designated event***, in relation to the strata lease, means the occurrence of one of the following events whichever occurs first) —

1. the leasehold scheme expires;
2. the leasehold scheme is terminated;
3. the lessee surrenders the lot to the lessor;
4. the lessor is entitled to re-enter the lot under section 40(4)(a)(ii)(III) of the Act;
5. the lessor is authorised to re-enter the lot by order of the Tribunal under section 54(3)(d) of the Act.
6. **Compliance with legislation**
7. The lessor must comply with the Act.
8. The lessee must comply with the Act.
9. Subclause (2) is a fundamental covenant or condition.
10. **Compliance with scheme by-laws**

Both the lessor and the lessee must comply with the scheme by-laws for the leasehold scheme.

1. **Requirement to maintain lot**
2. The lessee must maintain and repair the lot and keep it in a state of good condition.
3. Reasonable wear and tear, and damage by fire, storm, tempest or act of God are excepted.
4. **Requirement to notify lessor of structural damage**

The lessee must serve notice on the lessor of any structural damage to the lot within 30 days of becoming aware of the damage.

1. **Payment of rates and charges**
2. In this clause —

***government charge*** means —

1. a rate or service charge under the *Local Government Act 1995*; or
2. any other tax, rate or charge imposed by a written law that —
   1. under a written law, is a charge on the lot; or
   2. under a written law, is recoverable from the owner of land for the time being if land is transferred.

***utility charge*** means a rate or charge for a utility service that, under a written law, is a charge on the lot.

1. The lessee must ensure that —
   1. any government charge payable in respect of the lot is paid; and
   2. any utility charge payable for services provided to the lot is paid; and
   3. any government charge or utility charge the payment of which has been deferred or which is outstanding is paid before or immediately after a designated event occurs.
2. Any accrued interest on a government charge or utility charge forms part of the charge and must also be paid.
3. **Discharge of mortgages and removal of caveats**

The lessee must ensure that —

1. any mortgage of the lot is discharged before or immediately after a designated event occurs; and
2. any caveat lodged against the lot is removed before or immediately after a designated event occurs.
3. **Change in ownership details**

If the lot is transferred, the lessee must serve notice in writing on the lessor of the following within 14 days after the transfer occurs —

1. the name of the lessee;
2. the address for service of the lessee.
3. **Lease by lessee must be consistent with strata lease**
4. The lessee must ensure that any lease of the lot is not inconsistent with this strata lease.
5. If this strata lease is amended, the lessee must ensure that any lease of the lot is amended to the extent necessary to ensure that it is not inconsistent with this strata lease.
6. **Inspection of lot**
7. The lessor may enter the lot to inspect the lot only —
   1. with the consent of the lessee; or
   2. if the lessee does not consent, under the authority of an order of the Tribunal that authorises the lessor to enter the lot to inspect the lot.
8. The lessor may apply for an order referred to in subclause (1)(b) only if —
   1. the lessor has evidence that the lessee has failed to maintain and repair the lot and keep it in a state of good condition, or failed to notify the lessor of structural damage to the lot, as required by this strata lease; and
   2. the inspection is necessary to ascertain the state of repair of the lot.
9. **Lessee to deliver vacant possession when leasehold scheme expires**

The lessee must deliver vacant possession of the lot to the lessor when the leasehold scheme expires or if it is terminated.

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| Lodged by:[[6]](#footnote-7) | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | Instruct if any documents are to issue to other than Lodging Party  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Address: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Phone Number: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Fax Number: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Reference Number: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Issuing Box Number: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | |  |  |
| Prepared by: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |
| Address: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Phone Number: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Fax Number: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Reference Number: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | |  |  |
| Titles, Leases, Evidence, Declarations etc. lodged herewith  1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  3. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  4. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  5. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |  | **OFFICE USE ONLY**  Landgate Officer  Number of Items Received: \_\_\_\_\_    Landgate Officer Initial: \_\_\_\_\_\_ |

1. List details of the parent land. [↑](#footnote-ref-2)
2. Specify all the owners of the parent land. [↑](#footnote-ref-3)
3. See Land Titles Policy & Procedure Guide “SIG-01 Signing of Documents” (and associated guides) in relation to execution requirements. [↑](#footnote-ref-4)
4. Insert scheme number. [↑](#footnote-ref-5)
5. Insert lot numbers. [↑](#footnote-ref-6)
6. Lodging Party Name may differ from Applicant Name. [↑](#footnote-ref-7)