

# Registrar's Requirements for paper conveyancing transactions

Draft Version 9





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# Registrars Requirements

## 1. Preliminary

These Registrar's Requirements constitute the Registrar of Titles' requirements for paper Conveyancing Transactions determined by the Registrar pursuant to section 106A of the Transfer of Land Act 1958.

Version 9 of these Registrar's Requirements come into operation on [\[insert date\]](#).

## 2. Definitions and interpretation

### 2.1 Definitions

In these Registrar's Requirements capitalised terms have the meanings set out below:

**ADI (authorised deposit-taking institution)** has the meaning given to it in the *Banking Act 1959* (Cth).

**Approved Building Envelope** has the meaning given to it in the *Building Regulations 2018* (Vic).

**Approved Identity Verifier** means a Person appointed by the Registrar to conduct verification of identity and witness the execution of Instruments and other Documents.

**Approved Insurer** means:

- (a) a general insurer within the meaning of the Insurance Act; or
- (b) a Lloyd's underwriter within the meaning of the Insurance Act and to which section 93 of the Insurance Act continues to have effect; or
- (c) a person to whom a determination is in force under section 7(1) of the Insurance Act that sections 9(1) or 10(1) or 10(2) of the Insurance Act do not apply.

**Australian Credit Licence** has the meaning given to it in the NCCP Act.

**Australian Legal Practitioner** has the meaning given to it in the *Legal Profession Uniform Law (Victoria)*.

**Business Day** has the meaning given to it in the ECNL.

**Caveat** means an Instrument giving notice of a claim to an interest in land that may have the effect of an injunction to stop the registration of an Instrument or other document in the Register.

**Certification Rules** means the rules set out in Schedule 4, as amended from time to time.

**Certifier** means the Subscriber providing the certifications set out in the Certification Rules.

**Client** means a Person who has, or Persons who have, appointed an Australian Legal Practitioner, a Law Practice or a Licensed Conveyancer as their Representative.

**Client Agent** means a Person authorised to act as the Client's agent but does not include a Person acting solely as the Client's Representative.

**Client Authorisation**, as amended from time to time, has the meaning given to it in the TLA.

**Conveyancing Transaction** has the meaning given to it in the ECNL.

**Court** has the meaning given to it in the TLA.





**Credit Representative** has the meaning given to it in the NCCP Act.

**Credit Service** has the meaning given to it in the NCCP Act and extends to a service with respect to credit secured or to be secured by real property whether or not it is regulated by that Act.

**Crown** means the government, a minister of the Crown, a statutory corporation representing the Crown or another entity representing the Crown.

**Department** means the Department of Environment, Land, Water and Planning of the State of Victoria (and its successor under any machinery of government changes as may be implemented) and any reference to the Department shall be read and construed as a reference to the State of Victoria.

**Document** has the meaning given to it in the ECNL.

**Duty Authority** means the Commissioner of State Revenue of Victoria.

**ECNL** means the *Electronic Conveyancing National Law (Victoria)*, as amended from time to time.

**ELN or Electronic Lodgment Network** has the meaning given to it in the ECNL.

**Folio of the Register** has the meaning given to it in the TLA.

**Identifier Declaration** means the declaration set out in Verification of Identity Standard paragraph 4.

**Identity Agent** means a Person appointed in writing by a Subscriber, a mortgagee represented by a Subscriber, or an Other Mortgagee, to act as the agent of the Subscriber or mortgagee, and who:

- (a) the Subscriber or mortgagee reasonably believes is reputable, competent and insured in compliance with Insurance Rule 2; and
- (b) is authorised by the Subscriber or mortgagee to conduct verification of identity on behalf of the Subscriber or mortgagee in accordance with the Verification of Identity Standard.

**Identity Agent Certification** means a certification in substantial compliance with the certification set out in Schedule 2, as amended from time to time.

**Identity Declarant** means a Person providing an Identifier Declaration.

**Identity Verifier** means the Person conducting a verification of identity in accordance with the Verification of Identity Standard.

**Individual** has the meaning given to it in the ECNL.

**Instrument** has the meaning given to it in the TLA.

**Insurance Act** means the *Insurance Act 1973* (Cth).

**Insurance Rules** means the rules set out in Schedule 3, as amended from time to time.

**Law Practice** has the meaning given to it in the *Legal Profession Uniform Law (Victoria)*.

**Licensed Conveyancer** means a Person licensed or registered under the *Conveyancers Act 2006*.


**Licensed Surveyor** has the meaning given to it in the TLA.

**Local Government Organisation** means a local government council (however described) established under any Commonwealth, State or Territory law.

**Lodge** has the meaning given to it in the ECNL.

**MCP** means a memorandum of provisions retained under section 91A of the TLA.

**Mortgage Broker** means an Individual who is:

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- (a) the holder of an Australian Credit Licence; or
  - (b) an employee or director of the holder of an Australian Credit Licence or of a related body corporate of a holder of an Australian Credit Licence engaging in the Credit Service on behalf of that licensee; or
  - (c) a Credit Representative of the holder of an Australian Credit Licence,

who provides a Credit Service which relates to credit secured or to be secured by real property owned or to be owned by the person to whom the Credit Service is provided.

**National Credit Code** has the meaning given to it in section 3 of the NCCP Act.

**NCCP Act** means the *National Consumer Credit Protection Act 2009* (Cth).

**Other Mortgagee** means a mortgagee who is not a Subscriber and does not have a Representative.

**Owners Corporation** has the meaning given to it in the *Subdivision Act 1988*.

**Participation Agreement** has the meaning given to it in the ECNL.

**Party** means each Person who is a party to, or an applicant in, an Instrument or other Document, but does not include a Representative or an agent.

**PDF** means Portable Document Format.

**Person** has the meaning given to it in the ECNL.

**Person Being Identified** means the Person whose identity is being verified.

**Plan** means a plan under the *Subdivision Act 1988*.

**Prescribed Requirement** means any Published requirement of the Registrar.

**Priority Notice** has the meaning given to it in the TLA.

**Publish** means, for any information, to make publicly available in any manner the Registrar considers appropriate, including (without limitation) by means of a website.

**Registrar** has the meaning given to it in the TLA.

**Registrar's Requirements** means these requirements determined under section 106A of the TLA, as amended from time to time.

**Register** has the meaning given to it in the TLA.

**Registry Instrument** means a paper Instrument.

**Representative** means an Australian Legal Practitioner, a Law Practice or a Licensed Conveyancer who acts on behalf of a Client.


**Signer** means a Person authorised by a Subscriber to sign Instruments and other Documents on behalf of the Subscriber.

**SPEAR** means the computerised system for Surveying and Planning through Electronic Applications and Referrals developed by the Department as modified from time to time.

**SPEAR ELN** means that part of SPEAR that is an ELN.

**State Trustees** has the meaning given to it in the *State Trustees (State Owned Company) Act 1994*.

**Statutory Body** means a statutory authority, body or corporation including a State or Territory owned corporation (however described) established under any Commonwealth, State or Territory law.



**Subscriber** means an ADI, an Australian Legal Practitioner, a Law Practice, a Licensed Conveyancer or a Person who has entered into a Participation Agreement to use an ELN.

**Survey** has the meaning given to it in the TLA.

**TLA** means the *Transfer of Land Act 1958*, as amended from time to time.

**VCAT** has the meaning given to it in the *Interpretation of Legislation Act 1984*.

**Verification of Identity Standard** means the standard set out in Schedule 1, as amended from time to time.

## 2.2 Interpretation

In these Registrar's Requirements, unless a contrary intention is evident:

- 2.2.1 A reference to these Registrar's Requirements is a reference to these Registrar's Requirements as amended, varied or substituted from time to time.
- 2.2.2 A reference to any legislation or to any provision of any legislation includes:
  - (a) all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and
  - (b) any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.
- 2.2.3 A word importing:
  - (a) the singular includes the plural; and
  - (b) the plural includes the singular; and
  - (c) a gender includes every other gender.
- 2.2.4 A reference to a party includes that party's administrators, successors and permitted assigns.
- 2.2.5 If any act pursuant to these Registrar's Requirements would otherwise be required to be done on a day which is not a Business Day then that act may be done on the next Business Day, and when an action is required by a party within a specified period of Business Days, the period will be deemed to commence on the Business Day immediately following the day on which the obligation is incurred.
- 2.2.6 Where a word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning.
- 2.2.7 A reference to two or more Persons is a reference to those Persons jointly and severally.
- 2.2.8 A reference to a requirement or schedule is a reference to a requirement of, or a schedule to, these Registrar's Requirements.
- 2.2.9 A reference to a Registrar's Requirement includes a reference to all of its sub-requirements.
- 2.2.10 A reference to dollars is to Australian dollars.
- 2.2.11 Where general words are associated with specific words which define a class, the general words are not limited by reference to that class.
- 2.2.12 The Registrar's Requirement headings are for convenience only and they do not form part of these Registrar's Requirements.
- 2.2.13 The word "or" is not exclusive.

2.2.14 Where there is any inconsistency between the description of a Subscriber's obligations in these Registrar's Requirements and in a schedule to these Registrar's Requirements, the Registrar's Requirement will prevail to the extent of the inconsistency.

### 3. Verification of identity and authority

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**

- (a) the verification of identity and authority including any of the following—**
- (i) the standards to which identity and authority are to be verified;**
  - (ii) the classes of person in respect of whom identity and authority are to be verified;**
  - (iii) the classes of document in relation to which verification of identity and authority requirements apply;**
  - (iv) the classes of person who can undertake verification of identity and authority;**
  - (v) any supporting evidence and retention requirements**

#### 3.1 Verification of identity

3.1.1 Registrar's Requirements 3.1.2 to 3.1.7 take effect on 9 November 2015. Registrar's Requirements 3.1.8 and 3.1.9 take effect on 1 December 2015.e

3.1.2 A Subscriber or an Other Mortgagee must take reasonable steps to verify the identity of:

- (a) Clients:** each Client or each of their Client Agents; and
- (b) Mortgagors:**
  - (i) for a mortgage or variation of mortgage, each mortgagor or each of their agents; and
  - (ii) for a mortgage or variation of mortgage, each mortgagor or each of their agents, where a Subscriber represents the mortgagee - however, the Subscriber need not take reasonable steps to verify the identity of each mortgagor or their agent if the Subscriber is reasonably satisfied that the mortgagee it represents has taken reasonable steps to verify the identity of each mortgagor or their agent; and
  - (iii) for a transfer of mortgage, where section 87B(2)(a) of the TLA is not relied on, each mortgagor or each of their agents who signed the mortgage sought to be transferred; and
  - (iv) for a transfer of mortgage, where a Subscriber represents the transferee mortgagee and section 87B(2)(a) of the TLA is not relied on, each mortgagor or each of their agents - however, the Subscriber need not take reasonable steps to verify the identity of each mortgagor or their agent if the transferee mortgagee has already taken reasonable steps to verify the identity of each mortgagor or their agent; and
- (c) Persons to whom certificates of title are provided:**
  - (i) any Client or Client Agent, prior to a Subscriber providing a (duplicate/paper) certificate of title to that Client or Client Agent; and
  - (ii) any existing mortgagor, former mortgagor or their agent, prior to a Subscriber or an Other Mortgagee providing a (duplicate/paper) certificate of title to that existing mortgagor, former mortgagor or their agent – however, the Subscriber need not take reasonable steps to verify the identity of each mortgagor, former mortgagor or their agent if the Subscriber is reasonably satisfied that the mortgagee has taken reasonable steps to verify the identity of each mortgagor, former mortgagor or their agent; and
- (d) Signers:** each of its Signers, prior to the initial allocation of their authority to act as a Signer.

3.1.3 For the purposes of complying with Registrar's Requirements 3.1.2, a Subscriber, or a mortgagee represented by a Subscriber, or an Other Mortgagee, can either:



- (a) apply the Verification of Identity Standard; or
  - (b) verify the identity of a Person in some other way that constitutes the taking of reasonable steps.
- 3.1.4 A Subscriber, or a mortgagee represented by a Subscriber, or an Other Mortgagee must undertake further steps to verify the identity of a Person Being Identified and/or any Identity Declarant where:
- (a) the Subscriber or mortgagee knows or ought reasonably to know that:
    - (i) any identity Document produced by the Person Being Identified and/or any Identity Declarant is not genuine; or
    - (ii) any photograph on an identity Document produced by the Person Being Identified and/or any Identity Declarant is not a reasonable likeness of the Person Being Identified or the Identity Declarant; or
    - (iii) the Person Being Identified and/or any Identity Declarant does not appear to be the Person to which the identity Document(s) relate; or
  - (b) it would otherwise be reasonable to do so.
- 3.1.5 A Subscriber need not re-verify the identity of the Person Being Identified if:
- (a) a Client or Client Agent if the Subscriber is acting on behalf of that Client under a current Client Authorisation and the Subscriber previously complied with Registrar's Requirements 3.1.2 prior to the Subscriber Signing any Instrument or other Document on behalf of the Client under the Client Authorisation; or
  - (b) the Person Being Identified if the Subscriber complied with Registrar's Requirements 3.1.2 within the previous two years and the Subscriber takes reasonable steps to ensure that it is dealing with the Person Being Identified.
- 3.1.6 If the Verification of Identity Standard is used:
- (a) a Subscriber, or a mortgagee represented by a Subscriber, or an Other Mortgagee, may use an Identity Agent; and
  - (b) where an Identity Agent is used, the Subscriber or the mortgagee represented by a Subscriber, or an Other Mortgagee must direct the Identity Agent to use the Verification of Identity Standard; and
  - (c) the Identity Verifier must be:
    - (i) the Subscriber and/or the Subscriber's Identity Agent; or
    - (ii) where a Subscriber represents a mortgagee, that mortgagee and/or that mortgagee's Identity Agent; or
    - (iii) an Other Mortgagee and/or that mortgagee's Identity Agent; and
  - (d) the Subscriber or the mortgagee represented by a Subscriber, or an Other Mortgagee must receive from any Identity Agent:
    - (i) copies of the Documents produced to verify the identity of the Person Being Identified and/or any Identity Declarant signed, dated and endorsed as a true copy of the original by the Identity Agent; and
    - (ii) an Identity Agent Certification.
- 3.1.7 Subject to Registrar's Requirement 3.1.4, compliance with the Verification of Identity Standard by:
- (a) a Subscriber and/or its Identity Agent; or
  - (b) where a Subscriber represents a mortgagee, that mortgagee and/or that mortgagee's Identity Agent; or
  - (c) an Other Mortgagee and/or that mortgagee's Identity Agent,
- will be deemed to constitute the taking of reasonable steps for the purposes of Registrar's Requirements 3.1.2.





- 3.1.8 Subject to Registrar's Requirement 3.1.9, a Party who is required to sign an Instrument(s) and who does not have a Representative must:
- (a) have their identity verified by an Approved Identity Verifier applying the Verification of Identity Standard; and
  - (b) at the same time, have their signing of the Instrument(s) or other Document(s) witnessed by the Approved Identity Verifier.
- 3.1.9 Registrar's Requirement 3.1.8 does not apply where the Party is:
- (a) a Subscriber; or
  - (b) a mortgagor and:
    - (i) the mortgagee is an ADI, or
    - (ii) the mortgagee is a Person who has entered into a Participation Agreement; or
    - (iii) the mortgagee has a Representative acting on behalf of the mortgagee.
- 3.1.10 An officer of a Court signing an Instrument pursuant to an order of the Court or an officer of VCAT signing an Instrument pursuant to an order of VCAT need not have their identity verified under these Registrar's Requirements.
- 3.1.11 An officer of State Trustees signing an instrument when State Trustees:
- (a) has been appointed as an administrator pursuant to an order of VCAT under the *Guardianship and Administration Act 1986* (Vic) or under the *Guardianship and Administration Act 2019* (Vic); or
  - (b) is acting as an attorney under an enduring power of attorney, need not have their identity verified under these Registrar's Requirements.

## 3.2 Authority

- 3.2.1 This requirement takes effect on 9 November 2015.
- 3.2.2 For each Conveyancing Transaction a Representative must take reasonable steps to verify that its Client is a legal Person and has the right to enter into the Conveyancing Transaction.
- 3.2.3 A mortgagee, or a Representative of a mortgagee, must, for each mortgage, variation of mortgage or transfer of mortgage, take reasonable steps to verify that the mortgagor is a legal Person and has the right to enter into the mortgage – however, the Representative need not take reasonable steps to verify that the mortgagor is a legal Person and has the right to enter into the mortgage if the Representative is reasonably satisfied that the mortgagee it represents has taken reasonable steps to verify that the mortgagor is a legal Person and has the right to enter into the mortgage.

## 4. Supporting evidence

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**

- (b) the retention of documents supporting or authenticating instruments generally, including periods of retention**

4.1 This requirement takes effect on 9 November 2015.

4.2 A Representative or, where there is no Representative, a Party must retain the evidence supporting an Instrument or other Document for at least seven years from the date of Lodgment of the Instrument or other Document that is registered or recorded including:

- (a) any evidence required by the Duty Authority; and
- (b) any Client Authorisation and any evidence supporting that Client Authorisation; and
- (c) any evidence supporting a Party's right to enter into the Conveyancing Transaction; and
- (d) any evidence supporting verification of identity; and
- (e) any other evidence demonstrating compliance with Prescribed Requirements.

## 5. Certifications

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**

- (c) setting out matters to be certified or relating to the certification of matters for the purposes of conveyancing transactions, including any of the following—**
  - (i) the form of certifications;**
  - (ii) the classes of person who may certify those matters;**
  - (iii) any supporting evidence and retention requirements**

- 5.1 This requirement takes effect on 26 May 2017, except for an Instrument in an approved form not containing certifications signed on or before 31 December 2017.
- 5.2 Only Subscribers can provide certifications.
- 5.3 A Subscriber must provide those of the certifications set out in the Certification Rules as are required when signing an Instrument or other Document.
- 5.4 Certifications cannot be provided on annexure pages.

## 6. Electronic Instruments


**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**

- (d) the classes of instrument that must be lodged using an ELN**

- 6.1 This requirement takes effect as specified in Registrar's Requirements 6.3, 6.4 and 6.5.
- 6.2 All Instruments set out in Registrar's Requirements 6.3, 6.4 and 6.5 must be Lodged using an ELN:
  - (a) as an electronic Instrument; or
  - (b) if an Instrument or any of the Instruments with which it is to be Lodged as specified in Registrar's Requirements 6.3, 6.4 and 6.5 cannot be created as an electronic Instrument, as a PDF Document supporting a generic residual document known as 'Record - Notice -Transfer of Land Act - Section 104'.
- 6.3 Subject to Registrar's Requirements 6.5(e), (f) and (g), where the mortgagee is an ADI:
  - (a) a discharge of mortgage signed on or after 1 August 2016, except when the discharge of mortgage is to be Lodged with any transfer of land or mortgage for the same folio(s) of the Register; and
  - (b) a mortgage to which the National Credit Code applies signed on or after 1 August 2016, except when the mortgage is to be Lodged with any discharge of mortgage or transfer of land for the same folio(s) of the Register; and
  - (c) a discharge of mortgage signed on or after 1 August 2017, except when the discharge of mortgage is to be Lodged with any transfer of land or mortgage to a mortgagee who is not an ADI for the same folio(s) of the Register; and



- (d) any mortgage signed on or after 1 August 2017, except when the mortgage is to be Lodged with any discharge of mortgage from a mortgagee who is not an ADI or transfer of land for the same folio(s) of the Register; and
  - (e) a discharge of mortgage signed on or after 1 December 2017, except when the discharge of mortgage is to be Lodged with any transfer of land or mortgage to an Other Mortgagee for the same folio(s) of the Register; and
  - (f) any mortgage signed on or after 1 December 2017, except when the mortgage is to be Lodged with any discharge of mortgage from an Other Mortgagee or transfer of land for the same folio(s) of the Register.
- 6.4 Subject to Registrar's Requirements 6.5(e), (f) and (g), where the mortgagee is a not an ADI but is a Subscriber or has a Representative:
- (a) a discharge of mortgage signed on or after 1 December 2017, except when the discharge of mortgage is to be Lodged with any transfer of land or mortgage to an Other Mortgagee for the same folio(s) of the Register; and
  - (b) any mortgage signed on or after 1 December 2017, except when the mortgage is to be Lodged with any discharge of mortgage from an Other Mortgagee or transfer of land for the same folio(s) of the Register.
- 6.5 Where the Party is a Subscriber or has a Representative:
- (a) subject to Registrar's Requirement 6.5(e), (f) and (g), a caveat signed on or after 1 December 2017, except when the caveat is to be Lodged with any other Instrument for the same folio(s) of the Register; and
  - (b) subject to Registrar's Requirement 6.5(e), (f) and (g), a withdrawal of caveat signed on or after 1 December 2017, except when the withdrawal of caveat is to be Lodged with any discharge of mortgage from an Other Mortgagee or transfer of land or mortgage from an Other Mortgagee for the same folio(s) of the Register; and
  - (c) subject to Registrar's Requirement 6.5(e), (f) and (g), a transfer of land signed on or after 1 March 2018, except when the transfer is to be Lodged with any other Instrument for the same folio(s) of the Register; and
  - (d) subject to Registrar's Requirement 6.5(e), (f) and (g), an application by a survivor under section 50 of the TLA signed on or after 1 March 2018, except when the application is to be Lodged with any other Instrument for the same folio(s) of the Register; and
  - (e) any Instrument or combination of Instruments capable of being Lodged electronically on 1 October 2018, signed on or after 1 October 2018, except when the combination of Instruments for the same folio(s) of the Register includes one or more:
    - (i) discharge of mortgage from an Other Mortgagee; or
    - (ii) mortgage to an Other Mortgagee; or
    - (iii) transfer of land and the transferor(s) and/or the transferee(s) is not a Subscriber and does not have a Representative; or
    - (iv) withdrawal of caveat and the caveator is not a Subscriber and does not have a Representative; and
  - (f) any Instrument or combination of Instruments capable of being Lodged electronically on 1 August 2019, signed on or after 1 August 2019, except when the combination of Instruments for the same folio(s) of the Register includes one or more:
    - (i) discharge of mortgage from an Other Mortgagee; or
    - (ii) mortgage to an Other Mortgagee; or
    - (iii) transfer of land and the transferor(s) and/or the transferee(s) is not a Subscriber and does not have a Representative; or
    - (iv) withdrawal of caveat and the caveator is not a Subscriber and does not have a Representative; and

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- (g) any Instrument or combination of Instruments capable of being Lodged electronically on 1 October 2019, signed on or after 1 October 2019, except when the combination of Instruments for the same folio(s) of the Register includes one or more:
- (i) discharge of mortgage from an Other Mortgagee; or
  - (ii) mortgage to an Other Mortgagee; or
  - (iii) transfer of land and the transferor(s) and/or the transferee(s) is not a Subscriber and does not have a Representative; or
  - (iv) withdrawal of caveat and the caveator is not a Subscriber and does not have a Representative; and
- (h) any Instrument or combination of Instruments capable of being Lodged electronically, signed on or after [insert date Version 9 takes effect] except when the combination of Instruments for the same folio(s) of the Register includes one or more:
- (i) discharge of mortgage from an Other Mortgagee; or
  - (ii) mortgage to an Other Mortgagee; or
  - (iii) transfer of land and the transferor(s) and/or the transferee(s) is not a Subscriber and does not have a Representative; or
  - (iv) withdrawal of caveat and the caveator is not a Subscriber and does not have a Representative.

6.6 Registrar's Requirements 6.2, 6.3, 6.4 and 6.5 do not apply:

- (a) if an ELN is not available and has not been available for one clear Business Day; or
- (b) to a Conveyancing Transaction that affects a folio of the Register that cannot be dealt with in an ELN; or
- (c) if a particular Instrument:
  - (i) cannot be created in an ELN; or
  - (ii) can be created in an ELN but cannot be Lodged using an ELN; or
- (d) subject to 6.6(e), until 31 January 2024, to the SPEAR ELN;
- (e) until [insert date Version 9 takes effect], to a Person who is a Subscriber to the SPEAR ELN in relation to an electronic Instrument capable of Lodgment using the SPEAR ELN.

## 7. Lodging parties

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**

- (e) the classes of person who must lodge specified classes of instrument**

7.1 This requirement takes effect on 1 March 2016.

7.2 A discharging mortgagee or its Representative must Lodge a discharge of mortgage signed on or after 1 March 2016, except where the discharge of mortgage is to be Lodged with any transfer of land or mortgage for the same folio(s) of the Register.

## 8. Client Authorisations

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**

- 1. (f) client authorisations, including any of the following—**
  - (i) the form of a client authorisation;**
  - (ii) the classes of instrument to which a client authorisation applies;**
  - (iii) any supporting evidence and retention requirements**

8.1 This requirement takes effect on 26 May 2017, except for an Instrument in an approved form not containing certifications signed on or before 31 December 2017.

8.2 Where a Client is a Party to an Instrument or other Document, and is required to sign that Instrument or other Document, the Client's Representative must sign that Instrument or other Document on behalf of the Client.

8.3 A Representative must:

- (a) for any Client Authorisation it enters into, use a form in substantial compliance with the form set out in Schedule 5 as at the date of signing the form; and
- (b) except for Caveats, Priority Notices, extensions of Priority Notices and withdrawals of Priority Notices, for which a Client Authorisation is optional, enter into a Client Authorisation with its Client before the Representative signs any Instrument or other Document; and
- (c) comply with the Client Authorisation and act in accordance with its terms; and
- (d) take reasonable steps to verify the authority of each Person entering into a Client Authorisation on behalf of a Client to both bind the Client to the Client Authorisation and to the Conveyancing Transaction(s) the subject of the Client Authorisation; and
- (e) take reasonable steps to ensure that the Client Authorisation is signed by the Representative's Client or their Client Agent; and
- (f) for Caveats, Priority Notices, extensions of Priority Notices and withdrawals of Priority Notices, for which a Client Authorisation is not obtained, take reasonable steps to verify the authority of each Person providing instructions on behalf of a Client to bind the Client to the Caveat, Priority Notice, extension of Priority Notice or withdrawal of Priority Notice.

## 9. Certifications under section 74(1A)

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**


- (g) the classes of mortgagee able to certify the matters specified under section 74(1A)**

**74(1A) The Registrar may register a mortgage if the mortgagee has—**

- (a) signed the mortgage; and**
- (b) certified that—**
  - (i) the mortgagee holds a mortgage granted by the mortgagor; and**
  - (ii) the mortgage held by the mortgagee is in the same terms as the mortgage lodged for registration.**

9.1 This requirement takes effect on 26 May 2017, except for an Instrument in an approved form not containing certifications signed on or before 31 December 2017.



- 
- 9.2 The classes of mortgagee able to certify the matters specified under section 74(1A) of the TLA are:
- (a) a Subscriber; or
  - (b) a mortgagee who has a Representative acting on behalf of the mortgagee.
- 9.3 Where a mortgagee satisfies Registrar's Requirement 9.2, that mortgagee or, where the mortgagee is represented, its Representative must:
- (a) sign any mortgage in which the mortgagee is a Party; and
  - (b) ensure that the mortgagor grants a mortgage on the same terms as the mortgage signed by, or on behalf of, the mortgagee; and
  - (c) ensure that the mortgagee or the mortgagee's Representative holds the mortgage granted by the mortgagor; and
  - (d) provide certification 5 of the Certification Rules; and
  - (e) for a transfer of mortgage, ensure that the transferee mortgagee or the transferee mortgagee's Representative holds the mortgage granted by the mortgagor.
- 9.4 Certifications cannot be provided on annexure pages.

## 10. Paper quality and size

<b>106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions</b>
---

- 10.1 This requirement takes effect on 30 September 2015, as amended on 23 March 2017 and as further amended on 14 December 2017.
- 10.2 Any paper Instrument Lodged with the Registrar must be:
- (a) printed on:
    - (i) white;
    - (ii) A4 size paper;
    - (iii) with a minimum weight of 80 grams per square metre; and
  - (b) have clear margins of not less than 10 millimetres and not more than 15 millimetres on all borders.
- 10.3 A paper Document must be printed single-sided and both paper Documents and PDF Documents must:
- (a) (Deleted)
  - (b) be in black text on a white background; and
  - (c) except for a national mortgage form, an Instrument in an approved form not containing certifications signed on or before 31 December 2017 and any other Instrument in a form acceptable to the Registrar signed on or before 31 December 2017, have:
    - (i) a heading of font Arial 14 point in bold
    - (ii) sub-headings of font Arial 11 point in bold
    - (iii) have body text of font Arial 11 point; and
    - (iv) a privacy collection statement of font Arial 10 point; and
    - (v) a form code of font Arial 14 point; and
  - (d) be in portrait orientation; and



(e) have all pages numbered and the total number of pages specified.

10.4 Handwriting must be:

- (a) in block letters; and
- (b) clear and legible; and
- (c) in black ink or blue ink.

10.5 Signatures must be in black ink or blue ink.

10.6 Erasures, correction products, over-typing or over-printing must not be used on Instruments.

## 11. Applications to the Registrar to act

<b>106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions</b>
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11.1 This requirement takes effect on 30 September 2015.

11.2 If a Person requests the Registrar to do an act or perform a duty that Person must apply to the Registrar.

11.3 If no form of application is prescribed by any regulations made under the TLA or any other legislation, or is approved by the Registrar, the applicant must apply to the Registrar in writing:

- (a) stating what the Registrar is requested to do and the relevant section of the TLA or any other legislation; and
- (b) describing the land by reference to a folio of the Register and, if only part of the land is affected, define that part; and
- (c) stating the name and address of the applicant; and
- (d) setting out the registered number of any Instrument or plan affected by the application; and
- (e) setting out any other particulars that are required by the relevant section of the TLA or any other legislation; and
- (f) signed by the applicant or the applicant's Representative.

## 12. Creations of restrictive covenants in transfers and restrictions in Plans

<b>106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions</b>
---

12.1 This requirement takes effect on 14 December 2017.

12.2 The details of any restrictive covenant to be created in a transfer:

- (a) for which any contract of sale is signed on or after 1 July 2018; or
  - (b) when there is no contract of sale, the transfer is signed on or after 1 July 2018;
- must be contained in a MCP or MCPs and referred to in the transfer by the MCP number(s).

12.3 The details of any restriction to be created in a Plan first signed by the Licensed Surveyor on or after 1 July 2018 must be:

- (a) contained in a MCP or MCPs and referred to in the Plan by the MCP number(s); or
- (b) by reference to a planning permit; and/or
- (c) be a short-form restriction limited to a single sheet of a Plan.



- 12.4 Subject to Registrar's Requirement 12.5, any creation of restrictive covenant in a transfer and restriction in a Plan must contain the wording, and comply with the requirements, set out in Schedule 6.
- 12.5 Any Plan first signed by the Licensed Surveyor on or before 31 January 2024 may contain the wording, and comply with the requirements, set out in Schedule 6 of Version 8 of the Registrar's Requirements.

### 13. Submission of Plans, Surveys and Owners Corporation Information using SPEAR

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions**

- 13.1 This requirement takes effect on 11 July 2019.
- 13.2 Subject to Registrar's Requirement 13.3, all:
- (a) Plans; and
  - (b) Surveys supporting an application under the TLA or any other Act,
- to be Lodged with the Registrar, first signed by the Licensed Surveyor on or after 1 January 2020, must be submitted in SPEAR.
- 13.3 Registrar's Requirement 13.2 does not apply to Plans and Surveys that cannot be submitted in SPEAR.
- 13.4 All Owners Corporation information for a Plan first signed by the Licensed Surveyor on or after 1 January 2020 must be submitted with the Plan by the Licensed Surveyor using the Excel spreadsheet available in SPEAR.

### 14. Variations of easement

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions**

- 14.1 This requirement takes effect on [insert date Version 9 takes effect].
- 14.2 Any Instrument to be Lodged to vary an easement must not:
- (a) be a transfer or assignment of an easement; or
  - (b) include an alteration of:
    - (i) the length of the term of the easement; or
    - (ii) the land affected by the easement; or
    - (iii) the parties to the easement; or
    - (iv) the nature or purpose of the easement.

### 15. Removals of Instruments

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions**

- 15.1 This requirement takes effect on [insert date Version 9 takes effect].



- 15.1.1 An Instrument must not be Lodged to remove a registered or recorded Instrument affecting all or part of the land in a folio of the Register unless the registered or recorded Instrument is to be removed from the whole of a parcel of land that can be dealt with without being subdivided under section 8A of the *Sale of Land Act 1958* (Vic).

Note: This means that a registered or recorded Instrument cannot be removed from part of the land it affects unless it is being removed from a whole folio of the Register or the whole of a separately transferable parcel, for example, a lot in a multi-lot folio or a Crown allotment.

## 16. Recording of an Approved Building Envelope

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions**

- 16.1 This requirement takes effect on 1 August 2024.
- 16.2 Subject to Registrar's Requirement 16.3, an Instrument must not be Lodged to record an Approved Building Envelope unless the Instrument is to record an agreement under section 173 of the *Planning and Environment Act 1987* (Vic) in which the Approved Building Envelope is specified.
- 16.3 Registrar's Requirements 16.2 does not apply to an Approved Building Envelope for a Plan first signed by the Licensed Surveyor on or before 31 July 2024.

## 17. Signing of withdrawals of caveat by the caveator's legal personal representative

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions**

- 17.1 This requirement takes effect on [insert date Version 9 takes effect].
- 17.2 If a caveator is deceased, any withdrawal of caveat Instrument to be Lodged must be signed by the legal personal representative of the deceased caveator.

## 18. Leases and sub-leases

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions**

- 18.1 This requirement takes effect on [insert date Version 9 takes effect].
- 18.2 An Instrument of lease to be Lodged under section 66 of the TLA or an Instrument of sub-lease to be Lodged under section 71 of the TLA must not be accompanied by a paper Document or a PDF Document which is, or is a copy of, a separately signed lease or sub-lease.

## 19. Mortgages and MCPs containing provisions to be included in mortgages

**106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions**



- 19.1 This requirement takes effect on 1 February 2024.
- 19.2 Subject to Registrar's Requirement 19.3, an Instrument of mortgage to be Lodged under sections 74(1) or 74(1A) of the TLA must not include provisions (terms, conditions, clauses, covenants however described) that relate to other documents such as loan agreements and guarantees, or repeat terms from the loan agreement or guarantee.
- 19.3 Registrar's Requirements 19.2 does not apply to a mortgage granted by the mortgagor on or before 31 January 2024 and for which an Instrument of mortgage is to be lodged under section 74(1A) of the TLA.



# Schedule 1 – Verification of Identity Standard

## 1 Definitions

In this Verification of Identity Standard capitalised terms have the meanings set out below:

**ADI (authorised deposit-taking institution)** has the meaning given to it in the *Banking Act 1959* (Cth).

**Adult** has the meaning given to it in the ECNL.

**Application Law** has the meaning given to it in the ECNL.

**Australian Legal Practitioner** has the meaning given to it in the relevant legislation of the Jurisdiction in which the land the subject of the Conveyancing Transaction is situated and in South Australia is a legal practitioner for the purposes of the *Legal Practitioners Act 1981* (SA).

**Australian Passport** means a passport issued by the Australian Commonwealth government.

**Bank Manager** means a Person appointed to be in charge of the head office or any branch office of an ADI carrying on business in Australia under the *Banking Act 1959* (Cth).

**Category** means the categories of identification Documents set out in the table in this Verification of Identity Standard paragraph 3, as amended from time to time.

**Commonwealth** has the meaning given to it in the ECNL.

**Community Leader** means, in relation to an Aboriginal or Torres Strait Islander community:

- (a) a Person who is recognised by the members of the community to be a community elder; or
- (b) if there is an Aboriginal council that represents the community, an elected member of the council; or
- (c) a member, or a member of staff, of a Torres Strait Regional Authority established under the *Aboriginal and Torres Strait Islander Act 2005* (Cth); or
- (d) a member of the board, or a member of staff, of Indigenous Business Australia established under the *Aboriginal and Torres Strait Islander Act 2005* (Cth); or
- (e) a member of the board, or a member of staff, of an Indigenous Land Corporation established under the *Aboriginal and Torres Strait Islander Act 2005* (Cth); or
- (f) a member, or a member of staff, of an Aboriginal Land Council established under the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth).

**Conveyancing Transaction** has the meaning given to it in the ECNL.

**Court Officer** means a judge, master, magistrate, registrar, clerk or the chief executive officer of any court in Australia.

**Doctor** means a Person who is registered under any Commonwealth, State or Territory law as a practitioner in the medical profession.

**Document** has the meaning given to it in the ECNL.

**ECNL** means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the Application Law, as amended from time to time.


**Identifier Declaration** means the declaration set out in Verification of Identity Standard paragraph 4.

**Identity Declarant** means a Person providing an Identifier Declaration.

**Identity Verifier** means the Person conducting the verification of identity in accordance with this Verification of Identity Standard.

**Individual** has the meaning given to it in the ECNL.

**Land Council Officeholder** means a chairperson or deputy chairperson (however described) of an Australian land council or land and sea council established under any Commonwealth, State or Territory law.



**Licensed Conveyancer** means a Person licensed or registered under the relevant legislation of the Jurisdiction in which the land the subject of the Conveyancing Transaction is situated and in Western Australia is a real estate settlement agent for the purposes of the *Settlement Agents Act 1981* (WA).

**Local Government Officeholder** means a chief executive officer or deputy chief executive officer (however described) of a Local Government Organisation.

**Local Government Organisation** means a local government council (however described) established under any Commonwealth, State or Territory law.

**Nurse** means a Person registered under any Commonwealth, State or Territory law as a practitioner in the nursing and midwifery profession.

**Officer** means an Officer of a corporation as defined in the Corporations Act or an Officer of an entity as defined in the Corporations Act or a Person who makes, or participates in making, decisions that affect the whole, or a substantial part, of a government entity of the Commonwealth, a State or Territory, a Local Government Organisation or a Statutory Body.

**Person** has the meaning given to it in the ECNL.

**Person Being Identified** means the Person whose identity is being verified.

**Photo Card** is a card issued by the Commonwealth or any State or Territory showing a photograph of the holder and enabling the holder to evidence their age and/or their identity.

**Police Officer** means a member of a police service of the Commonwealth, State or Territory.

**Public Servant** means an employee or Officer of the Commonwealth, a State or a Territory.

**Record** has the meaning given to it in the ECNL.

**Relative** means a Person's spouse or domestic partner or a child, grandchild, sibling, parent or grandparent of the Person or of the Person's spouse or domestic partner.

**State** means New South Wales, Queensland, South Australia, Tasmania, Victoria and Western Australia.

**Statutory Declaration** has the meaning given to it in the ECNL.

**Territory** means the Australian Capital Territory and the Northern Territory of Australia.

**Verification of Identity Standard** means this verification of identity standard, as amended from time to time.

## 2 Face-to-face regime

2.1 The verification of identity must be conducted during a face-to-face in-person interview between the Identity Verifier and the Person Being Identified.

2.2 Where Documents containing photographs are produced by the Person Being Identified, the Identity Verifier must be satisfied that the Person Being Identified is a reasonable likeness (for example the shape of his or her mouth, nose, eyes and the position of his or her cheek bones) to the Person depicted in those photographs.

## 3 Categories of identification Documents and evidence retention

3.1 At the face-to-face in-person interview described in paragraph 2.1, the Identity Verifier must ensure that the Person Being Identified produces original Documents in one of the Categories in the following table, starting with Category 1.

3.2 The Identity Verifier must be reasonably satisfied that a prior Category cannot be met before using a subsequent Category.

3.3 The Identity Verifier must:

- (a) sight the originals of all Documents from Categories 1, 2, 3, 4, 5 or 6 produced by the Person Being Identified; and
- (b) retain copies of all Documents produced by the Person Being Identified and any Identity Declarant.

3.4 The Documents produced must be current, except for an expired Australian Passport which has not been cancelled and was current within the preceding two years.

Category	Minimum Document Requirements
	<b>For Persons who are Australian citizens or residents</b>
1	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard <u>plus</u> Australian drivers licence or Photo Card <u>plus</u> change of name or marriage certificate if necessary
2	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard <u>plus</u> full birth certificate or citizenship certificate or descent certificate <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card <u>plus</u> change of name or marriage certificate if necessary
3	Australian drivers licence or Photo Card <u>plus</u> full birth certificate or citizenship certificate or descent certificate <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card <u>plus</u> change of name or marriage certificate if necessary
4	(a) Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard <u>plus</u> another form of government issued photographic identity Document <u>plus</u> change of name or marriage certificate if necessary  (b) Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard <u>plus</u> full birth certificate <u>plus</u> another form of government issued identity Document <u>plus</u> change of name or marriage certificate if necessary
5	(a) Identifier Declaration <u>plus</u> full birth certificate or citizenship certificate or descent certificate <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card <u>plus</u> change of name or marriage certificate if necessary.  (b) Identifier Declaration by a Person specified in Verification of Identity Standard paragraph 4.4(e) <u>plus</u> Medicare or Centrelink or Department of Veterans' Affairs card <u>plus</u> change of name or marriage certificate if necessary.



	<i>Note: Refer to Verification of Identity Standard paragraph 4.</i>
	<b>For Persons who are not Australian citizens or residents</b>
<b>6</b>	<p>(a) Foreign passport <u>plus</u> another form of government issued photographic identity Document <u>plus</u> change of name or marriage certificate if necessary</p> <p>(b) Foreign passport <u>plus</u> full birth certificate <u>plus</u> another form of government issued identity Document <u>plus</u> change of name or marriage certificate if necessary.</p>

## 4 The Identifier Declaration

4.1 Where the requirements of:

- (a) Categories 1 to 4 cannot be met, Category 5(a) may be used; and
- (b) Category 5(a) cannot be met, Category 5(b) may be used,

including the provision of an Identifier Declaration in accordance with this paragraph.

4.2 The Identity Verifier must ensure that both the Person Being Identified and the Identity Declarant attend the same face-to-face in-person interview described in paragraph 2.1.


4.3 The Identity Verifier must verify the identity of the Identity Declarant in accordance with this Verification of Identity Standard except that the Identity Verifier cannot utilise Category 5.

4.4 The Identity Verifier must undertake reasonable enquiries to satisfy themselves that the Identity Declarant is:

- (a) an Adult; and
- (b) an Individual who has known the Person Being Identified for more than one year; and
- (c) not a Relative of the Person Being Identified; and
- (d) not a party to the Conveyancing Transaction(s) the Person Being Identified has entered into or is entering into; and
- (e) where Category 5(b) is used, an Australian Legal Practitioner, a Bank Manager, Community Leader, Court Officer, Doctor, Land Council Officeholder, Licensed Conveyancer, Local Government Officeholder, Nurse, Police Officer or Public Servant.

4.5 The Identity Verifier must ensure that the Identity Declarant provides a Statutory Declaration detailing the following:

- (a) the Identity Declarant's name and address; and
- (b) the Identity Declarant's occupation; and
- (c) the Identity Declarant's date of birth; and
- (d) the nature of the Identity Declarant's relationship with the Person Being Identified; and
- (e) that the Identity Declarant is not a Relative of the Person Being Identified; and
- (f) that the Identity Declarant is not a party to the Conveyancing Transaction(s) the Person Being Identified has entered into or is entering into; and
- (g) the length of time that the Identity Declarant has known the Person Being Identified; and

- 
- (h) that to the Identity Declarant's knowledge, information and belief the Person Being Identified is who they purport to be; and
  - (i) where Category 5(b) is used, that the Identity Declarant is an Australian Legal Practitioner, a Bank Manager, Community Leader, Court Officer, Doctor, Land Council Officeholder, Licensed Conveyancer, Local Government Officeholder, Nurse, Police Officer or Public Servant.

## 5 Body corporate

The Identity Verifier must:

- (a) confirm the existence and identity of the body corporate by conducting a search of the Records of the Australian Securities and Investments Commission or other regulatory body with whom the body corporate is required to be registered; and
- (b) take reasonable steps to establish who is authorised to sign or witness the affixing of the seal on behalf of the body corporate; and
- (c) verify the identity of the Individual or Individuals signing or witnessing the affixing of the seal on behalf of the body corporate in accordance with the Verification of Identity Standard.

[Note: *body corporate* includes an incorporated association.]

## 6 Individual as attorney

The Identity Verifier must:

- (a) confirm from the [registered] power of attorney the details of the attorney and the donor; and
- (b) take reasonable steps to establish that the Conveyancing Transaction(s) is authorised by the power of attorney; and
- (c) verify the identity of the attorney in accordance with the Verification of Identity Standard.

## 7 Body corporate as attorney

The Identity Verifier must:

- (a) confirm from the [registered] power of attorney the details of the attorney and the donor; and
- (b) take reasonable steps to establish that the Conveyancing Transaction(s) is authorised by the power of attorney; and
- (c) comply with Verification of Identity Standard paragraph 5.

[Note: *body corporate* includes an incorporated association.]

## 8 (Deleted)

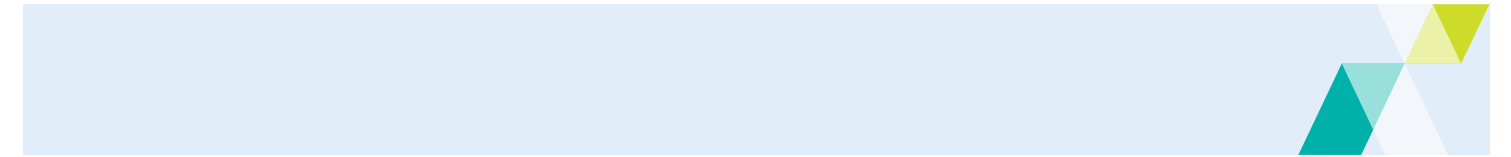
## 9 (Deleted)

## 10 Further checks

The Identity Verifier must undertake further steps to verify the identity of the Person Being Identified and/or the Identity Declarant where:

- (a) the Identity Verifier knows or ought reasonably to know that:
  - (i) any identity Document produced by the Person Being Identified and/or the Identity Declarant is not genuine; or



- 
- (ii) any photograph on an identity Document produced by the Person Being Identified and/or the Identity Declarant is not a reasonable likeness of the Person Being Identified or the Identity Declarant; or
  - (iii) the Person Being Identified and/or the Identity Declarant does not appear to be the Person to which the identity Document(s) relate; or
- (b) it would otherwise be reasonable to do so.



# Schedule 2 – Identity Agent Certification

"I, [full name of the Person undertaking the verification of identity], of [full name of Identity Agent] of [address of the Identity Agent] being a [occupation of the Identity Agent] and having been appointed in writing and directed to use the Verification of Identity Standard by [Subscriber name] hereby certify that:

- (a) the identification relates to [full name of the Person Being Identified or the Identity Declarant]; and
- (b) the identification was carried out on [date]; and
- (c) the original identification Documents as listed below were produced to me and copies of these Documents signed, dated and endorsed by me as true copies are attached to this certification; and
- (d) the verification of identity was conducted in accordance with the Verification of Identity Standard; and
- (e) I witnessed [full name of the Person Being Identified] execute the completed Client Authorisation or grant the mortgage<sup>\*"</sup>

.....  
Date:

.....  
Signature of Identity Agent

List of identification Documents produced (see (c) above):

Description of identity Documents produced and endorsed
e.g. Australian Passport

\* Delete where Identity Agent not requested to witness or is not legally entitled to witness the document.



## Schedule 3 – Insurance Rules

1 [not used]

### 2 Identity Agent insurance

2.1 Each Identity Agent must maintain professional indemnity insurance:

- (a) which specifically names the Identity Agent as being insured; and
- (b) with an Approved Insurer; and
- (c) for an insured amount of at least \$1,500,000 per claim (including legal Costs); and
- (d) having an excess per claim of no greater than \$20,000; and
- (e) having an annual aggregate amount of not less than \$20,000,000; and
- (f) which includes coverage for verification of identity for the purposes of these Registrar's Requirements; and
- (g) the terms of which do not limit compliance with Insurance Rules 2.1(a) to (f).

2.2 Each Identity Agent must maintain fidelity insurance:

- (a) which specifically names the Identity Agent as being insured; and
- (b) with an Approved Insurer; and
- (c) for an insured amount of at least \$1,500,000 per claim (including legal Costs); and
- (d) having an excess per claim of no greater than \$20,000; and
- (e) having an annual aggregate amount of not less than \$20,000,000; and
- (f) which provides coverage for third party claims arising from dishonest and fraudulent acts; and
- (g) which includes coverage for verification of identity for the purposes of these Registrar's Requirements; and
- (h) the terms of which do not limit compliance with Insurance Rules 2.2(a) to (g).

2.3 If an Identity Agent does not comply with Insurance Rules 2.1 and 2.2, the Identity Agent must maintain professional indemnity insurance:

- (a) which specifically names the Identity Agent as being insured; and
- (b) with an Approved Insurer; and
- (c) for an insured amount of at least \$1,500,000 per claim (including legal Costs); and
- (d) having an excess per claim of no greater than \$20,000; and
- (e) having an annual aggregate amount of not less than \$20,000,000; and
- (f) which provides coverage for third party claims arising from dishonest and fraudulent acts; and
- (g) which includes coverage for verification of identity for the purposes of these Registrar's Requirements; and
- (h) the terms of which do not limit compliance with Insurance Rules 2.3(a) to (g).

2.4 An Identity Agent may maintain fidelity insurance held through a mutual fund by paying a levy or contribution rather than an annual insurance premium. The insurance must otherwise comply with Insurance Rule 2.2.

### 3 Self-insuring Identity Agents

Despite Insurance Rule 2, the following Persons need not take out any insurance to become or remain an Identity Agent:

- (a) an ADI; or
- (b) the Crown in right of the Commonwealth, a State or a Territory; or



- (c) a Local Government Organisation or a Statutory Body:
  - (i) creating, dealing with, or making an application with respect to, an estate or interest in its land; or
  - (ii) purchasing, acquiring, or making an application with respect to, an estate or interest in land; or
  - (iii) Lodging Caveats, withdrawals of Caveats, Priority Notices, extensions of Priority Notices and withdrawals of Priority Notices; or
  - (iv) using administrative notices required to manage certificates of title.

#### **4 Deemed compliance with these Insurance Rules**

4.1 The following are deemed to comply with Insurance Rule 2:

- (a) an Australian Legal Practitioner or a Law Practice who holds or is covered by professional indemnity insurance which indemnifies the Australian Legal Practitioner or Law Practice for claims arising from the conduct of Conveyancing Transactions and either holds or is covered by fidelity insurance or contributes to, or on whose behalf a contribution is made to, or is covered by a fidelity fund operated pursuant to legislative requirements which includes coverage for claims arising from the conduct of Conveyancing Transactions; and
- (b) a Licensed Conveyancer who holds or is covered by professional indemnity insurance which includes coverage for claims arising from the conduct of Conveyancing Transactions and either holds or is covered by fidelity insurance or contributes to, or on whose behalf a contribution is made to, or is covered by a fidelity fund operated pursuant to legislative requirements which includes coverage for claims arising from the conduct of Conveyancing Transactions.

4.2 A Mortgage Broker, when acting as agent of a mortgagee for the purposes of verifying the identity of a mortgagor, is deemed to comply with Insurance Rule 2 if:

- (a) pursuant to legislative requirements, either it holds or is covered by:
  - (i) professional indemnity insurance and fidelity insurance, or
  - (ii) professional indemnity insurance which provides cover for third party claims arising from dishonest and fraudulent acts, and
- (b) that insurance covers the verification of identity.

#### **5 Compliance**

An Identity Agent must comply with any requirements set by its insurer.

#### **6 Proof of insurance**

An Identity Agent must provide evidence of insurance to the Registrar as required by the Registrar.

## Schedule 4 – Certification Rules

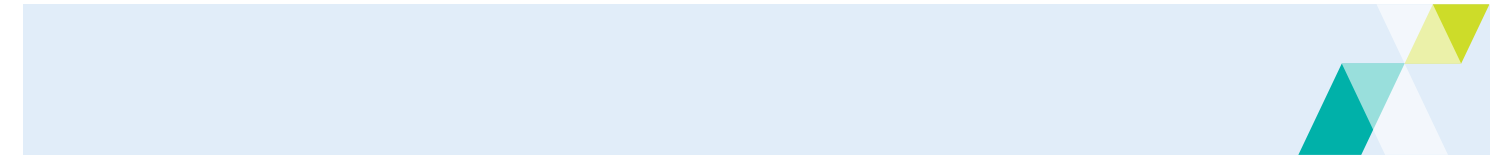
### Either:

- 1 The Certifier has taken reasonable steps to verify the identity of the [transferor/transferee/mortgagor/mortgagee/caveator/applicant/covenantor/covenantee/encumbrancer/encumbrancee/grantor/grantee/lienor/lessor/lessee/receiving party/relinquishing party/Donor] or his, her or its administrator or attorney.
- 2 The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3 The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4 The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
- 5 The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents, :
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
- 6 The Certifier has:
  - (a) retrieved; and
  - (b) either securely destroyed or made invalid,the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.
- 7 (Not used)

### Or:

- 1 The Certifier has taken reasonable steps to verify the identity of the [transferor/transferee/mortgagor/mortgagee/caveator/applicant/covenantor/covenantee/encumbrancer/encumbrancee/grantor/grantee/lienor/lessor/lessee/receiving party/relinquishing party] or his, her or its administrator or attorney.
- 2 The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3 The Certifier has retained the evidence supporting this Registry Instrument or Document.



- 
- 4 The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
  - 5 The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,
    - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
    - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
  - 6 The Certifier has:
    - (a) retrieved; and
    - (b) either securely destroyed or made invalid,the (duplicate) certificate(s) of title for the folio(s) of the Register listed in this Registry Instrument or Document.

# Schedule 5 – Client Authorisation

## CLIENT AUTHORISATION

Version 6

When this form is signed, the Representative is authorised to act for the Client in a Conveyancing Transaction(s).

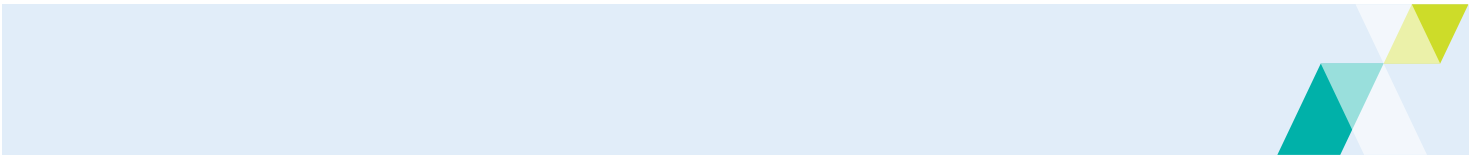
**Privacy Collection Statement:** The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes and for the other purposes set out in clause 4.1 of this form.

Representative Reference: \_\_\_\_\_

CLIENT DETAILS	CLIENT 1	CLIENT 2
NAME	_____	_____
ACN/ARBN	_____	_____
ADDRESS	_____	_____

TRANSACTION DETAILS	AUTHORITY TYPE	<input type="checkbox"/> SPECIFIC AUTHORITY <small>(set out conveyancing transaction details below)</small>		<input type="checkbox"/> STANDING AUTHORITY <small>ends on revocation or expiration date: ___/___/___                      (tick relevant conveyancing transaction(s) below)</small>		<input type="checkbox"/> BATCH AUTHORITY <small>(attach details of conveyancing transaction(s))</small>	
		CONVEYANCING TRANSACTION(S) 1			CONVEYANCING TRANSACTION(S) 2		
PROPERTY ADDRESS	_____	_____		_____		_____	
LAND TITLE REFERENCE(S) <small>(and/or property description)</small>	_____	_____		_____		_____	
CONVEYANCING TRANSACTION(S)	<input type="checkbox"/> TRANSFER <input type="checkbox"/> PRIORITY/NOTICE  <input type="checkbox"/> OTHER (set out below or attach details)	<input type="checkbox"/> MORTGAGE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE	<input type="checkbox"/> CAVEAT <input type="checkbox"/> WITHDRAWAL OF CAVEAT	<input type="checkbox"/> TRANSFER <input type="checkbox"/> PRIORITY/NOTICE  <input type="checkbox"/> OTHER (set out below or attach details)	<input type="checkbox"/> MORTGAGE <input type="checkbox"/> DISCHARGE/RELEASE OF MORTGAGE	<input type="checkbox"/> CAVEAT <input type="checkbox"/> WITHDRAWAL OF CAVEAT	<input type="checkbox"/> OTHER (set out below or attach details)
ADDITIONAL INSTRUCTIONS	_____	_____		_____		_____	

CLIENT AUTHORISATION AND SIGNING	CLIENT 1 / CLIENT AGENT 1	CLIENT 2 / CLIENT AGENT 2
	<p><b>I CERTIFY</b> that:</p> <p>(a) I am the Client or Client Agent; and</p> <p>(b) I have the legal authority to instruct the Representative in relation to the Conveyancing Transaction(s); and</p> <p>(c) if I am acting as a Client Agent that I have no notice of the revocation of my authority to act on behalf of the Client.</p> <p><b>I AUTHORISE</b> the Representative to act on my behalf, or where I am a Client Agent to act on behalf of the Client, in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:</p> <p>(a) sign documents on my behalf as required for the Conveyancing Transaction(s); and</p> <p>(b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and</p> <p>(c) authorise any financial settlement involved in the Conveyancing Transaction(s); and</p> <p>(d) do anything else necessary to complete the Conveyancing Transaction(s).</p>	<p>DATE / / _____</p> <p>CLIENT/CLIENT AGENT NAME _____</p> <p>CAPACITY _____</p> <p style="text-align: center;">SIGN HERE</p>



REPRESENTATIVE DETAILS AND SIGNING	If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)		If applicable AUSTRALIAN CONSULAR OFFICE WITNESS or IDENTITY AGENT (if not a Representative Agent)		
	NAME	DATE	NAME	DATE	
	REPRESENTATIVE		REPRESENTATIVE AGENT (if applicable)		
NAME	_____		_____		
ACN/ARBN	_____		_____		
ADDRESS	_____		_____		
<p><b>I/We CERTIFY</b> that reasonable steps have been taken to ensure that this Client Authorisation was signed by each of the persons named above as Client or Client Agent.</p> <p>SIGNATURE OF REPRESENTATIVE <b>OR</b> REPRESENTATIVE AGENT IF APPLICABLE:</p>					
	_____	DATE / /	SIGN HERE	_____	
	SIGNATORY NAME: CAPACITY:			SIGNATORY NAME: CAPACITY:	
	_____	DATE / /	SIGN HERE	_____	

**Terms of this Client Authorisation**

**1. What is Authorised**

The Client authorises the Representative to act on behalf of the Client in accordance with the terms of this Client Authorisation and any Participation Rules and any Prescribed Requirement to:

- (a) sign documents on the Client's behalf as required for the Conveyancing Transaction(s); and
- (b) submit or authorise submission of documents for lodgment with the relevant Land Registry; and
- (c) authorise any financial settlement involved in the Conveyancing Transaction(s); and
- (d) do anything else necessary to complete the Conveyancing Transaction(s).

The Client acknowledges that the Client is bound by any documents required in connection with a Conveyancing Transaction that the Representative signs on the Client's behalf in accordance with this Client Authorisation.

**2. Mortgagees**

Where:

- (a) the Representative represents the Client in the Client's capacity as mortgagee; and
- (b) the Client represents to the Representative that the Client has taken reasonable steps to verify the identity of the mortgagor,

the Client indemnifies the Representative for any loss resulting from the Client's failure to take reasonable steps to verify the identity of the mortgagor.

**3. Revocation**

This Client Authorisation may be revoked by either the Client or the Representative giving notice in writing to the other that they wish to end this Client Authorisation.



#### 4. Privacy and Client information

4.1 The Client acknowledges that information relating to the Client that is required to complete or process the Conveyancing Transaction(s), including the Client's Personal Information, may be collected, stored and used by, and disclosed to, stored and used by:

- (a) the Duty Authority;
- (b) the ELNO;
- (c) the Land Registry;
- (d) the Registrar;
- (e) the Representative;
- (f) Subscribers; and
- (g) third parties (who may be located overseas),

involved in the completion or processing of the Conveyancing Transaction(s) for the purpose of completing and processing the Conveyancing Transaction(s) or as required by law, including for the purpose of a Compliance Examination.

4.2 The Client consents to the collection, disclosure, storage and use of information relating to the Client as acknowledged under clause 4.1.

4.3 For further information about the collection, disclosure, storage and use of your Personal Information, refer to the privacy policy of the persons listed in clause 4.1(a) to (g).

#### 4. Applicable law

This Client Authorisation is governed by the law in force in the Jurisdiction in which the Property is situated. The Client and the Representative submit to the non-exclusive jurisdiction of the courts of that place.

#### 5. Meaning of words used in this Client Authorisation

In this Client Authorisation, capitalised terms have the meaning set out below:

**Australian Consular Office Witness** means a person listed in section 3 of the *Consular Fees Act 1955* (Cth).

**Batch Authority** means an authority for the Representative to act for the Client in a batch of Conveyancing Transactions details of which are attached to this Client Authorisation.

**Capacity** means the role of the signatory (for example an attorney or a director of a company).

**Client** means the person or persons named in this Client Authorisation.


**Client Agent** means a person authorised to act as the Client's agent but does not include the Representative acting solely in this role.

**Compliance Examination** has the meaning given to it in the ECNL.

**Conveyancing Transaction** has the meaning given to it in the ECNL.

**Duty Authority** means the State Revenue Office of the Jurisdiction in which the property is situated.

**ECNL** means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the application law, as amended from time to time.



**ELNO** means Electronic Lodgment Network Operator.

**Identity Agent** means a person appointed in writing by either a Representative, or a mortgagee represented by a Representative, to act as the agent of the Representative or mortgagee, and who:

- (a) the Representative or mortgagee reasonably believes is reputable, competent and appropriately insured; and
- (b) is authorised by the Representative or mortgagee to conduct verification of identity on behalf of the Representative or mortgagee in accordance with the Verification of Identity Standard.

**Jurisdiction** means an Australian State or Territory.

**Land Registry** means the agency of a State or Territory responsible for maintaining the Jurisdiction's titles register and, where the responsibility has been delegated, it includes the delegate.

**Participation Rules** means the rules relating to use of the electronic lodgment network determined by the Registrar from time to time.

**Personal Information** has the meaning given to it in the *Privacy Act 1988* (Cth).

**Prescribed Requirement** means any published requirement of the Registrar that Representatives are required to comply with.

**Registrar** means the Recorder of Titles in Tasmania; the Registrar-General in Australian Capital Territory, New South Wales, Northern Territory and South Australia; and the Registrar of Titles in Queensland, Victoria and Western Australia.

**Representative** is the Australian legal practitioner, law practice or licensed conveyancer named in this Client Authorisation who acts on behalf of the Client and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

**Representative Agent** means a person appointed in writing by a Representative to act as the agent of the Representative including to sign the Client Authorisation. For the avoidance of doubt this can include an Identity Agent if so authorised.

**Specific Authority** means an authority for the Representative to act for the Client in completing the Conveyancing Transactions described in this Client Authorisation.

**Standing Authority** means an authority for the Representative to act for the Client as described in this Client Authorisation for the period of time set out in this Client Authorisation.

**Subscriber** has the meaning given to it in the ECNL.

# Schedule 6 – Restrictive covenants and restrictions

## Transfers under the TLA

The following wording must be used:

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land: the Land

Benefited land: [set out]

Restrictive covenant: MCP [set out MCP number(s)]

Expiry date: [dd/mm/yyyy]

## Plans

The following wording must be used except for the wording in square brackets:

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened land: [set out here or in a table\* below]

Benefited land: [set out here or in a table\* below]

\* Form of table to be used:

<b>Burdened land - set out below:</b>	<b>Benefited land - set out below:</b>
<ul style="list-style-type: none"><li>the relevant lot numbers from this Plan</li></ul>	<ul style="list-style-type: none"><li>the relevant lot numbers from this Plan and/or</li><li>if land outside this Plan, the applicable land description(s) [parcel identifier] on [plan [number]]</li></ul>

Restriction [On no more than a single sheet of the Plan. The single sheet may include diagram(s). Standard drafting practices apply. The font size must be no smaller than 2.5mm.]:

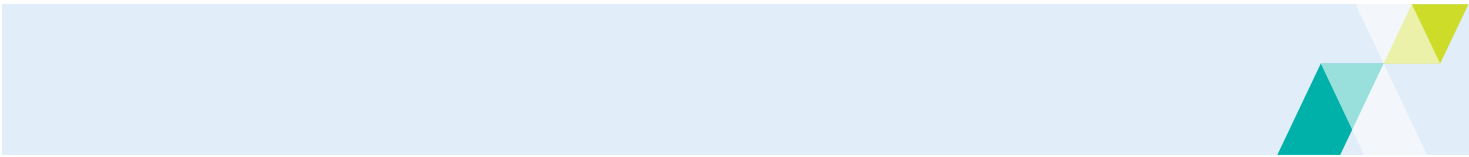
The burdened land cannot be used except in accordance with Planning Permit [set out reference(s)].

[and/or]

The burdened land cannot be used except in accordance with the provisions recorded in MCP [set out MCP number(s)].

[and/or]

[Set out the details/description of the restriction including all provisions, terms, conditions, clauses, covenants however described. The details/description of the restriction must not repeat any requirements set out in a Planning Permit referenced above or any provisions recorded in an MCP referenced above. Restrictions must be negative, that is, set out how the land cannot be used.]



Expiry date: *[dd/mm/yyyy or state not applicable]*