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| Registrar’s requirements for paper conveyancing transactionsVersion 3 |

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Registrar’s 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 3 of these Registrar’s Requirements come into operation on 27 May 2017.

1. 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 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 an insurer approved by APRA to offer general insurance in Australia.

**APRA** means the Australian Prudential Regulation Authority.

**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 of these Registrar’s Requirements, 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** has the meaning given to it in the TLA.

**Client Authorisation Form** means a form in substantial compliance with the form set out in Schedule 5 of these Registrar’s Requirements, as amended from time to time.

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

**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.

**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 who is an agent of a Subscriber, a mortgagee represented by a Subscriber, or an Other Mortgagee, and who:

(a) a Subscriber or mortgagee reasonably believes is reputable, competent and insured in compliance with Insurance Rule 2; and

(b) is authorised by a 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.

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

**Insurance Rules** means the rules set out in Schedule 3 of these Registrar’s Requirements, 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*.

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

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

(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.

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

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

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

**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.

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

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

**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 publish the information on the Registrar’s website.

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

**Registrar’s Requirements** means these requirements made 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.

**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.

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

**Verification of Identity Standard** means the standard set out in Schedule 1 of these Registrar’s Requirements, 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:

1. all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and
2. any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

2.2.3 A word importing:

1. the singular includes the plural; and
2. the plural includes the singular; and
3. 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 Where general words are associated with specific words which define a class, the general words are not limited by reference to that class.

2.2.11 The requirement headings are for convenience only and they do not form part of these Registrar’s Requirements.

2.2.12 The word “or” is not exclusive.

2.2.13 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.

1. Verification of identity and authority

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| **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—**1. **the standards to which identity and authority are to be verified;**
2. **the classes of person in respect of whom identity and authority are to be verified;**
3. **the classes of document in relation to which verification of identity and authority requirements apply;**
4. **the classes of person who can undertake verification of identity and authority;**
5. **any supporting evidence and retention requirements**
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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.

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

1. **Clients:** each Client or each of their Client Agents; and
2. **Mortgagors:**
3. for a mortgage or variation of mortgage, each mortgagor or each of their agents; and
4. for a mortgage or variation of mortgage, each mortgagor or each of their agents, where a Subscriber represents a 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 has taken reasonable steps to verify the identity of each mortgagor or their agent; and
5. 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
6. 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
7. **Persons to whom certificates of title are provided:**
8. any Client or Client Agent, prior to a Subscriber providing a (duplicate/paper) certificate of title to that Client or Client Agent; and
9. 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:

1. apply the Verification of Identity Standard; or
2. 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:

1. the Subscriber or mortgagee knows or ought reasonably to know that:
2. any identity Document produced by the Person Being Identified and/or any Identity Declarant is not genuine; or
3. 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
4. the Person Being Identified and/or any Identity Declarant does not appear to be the Person to which the identity Document(s) relate; or
5. 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:

1. the Subscriber complied with Registrar’s Requirements 3.1.2 within the previous 2 years; and
2. 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:

1. a Subscriber, or a mortgagee represented by a Subscriber, or an Other Mortgagee, may use an Identity Agent; and
2. where an Identity Agent is used, the Subscriber or the mortgagee must direct the Identity Agent to use the Verification of Identity Standard; and
3. the Identity Verifier must be:
4. the Subscriber and/or the Subscriber’s Identity Agent; or
5. where a Subscriber represents a mortgagee, that mortgagee and/or that mortgagee’s Identity Agent; or
6. an Other Mortgagee and/or that mortgagee’s Identity Agent; and
7. the Subscriber or the mortgagee must receive from any Identity Agent:
8. 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
9. an Identity Agent Certification.

3.1.7 Subject to Registrar’s Requirement 3.1.4, compliance with the Verification of Identity Standard by:

1. a Subscriber and/or its Identity Agent; or
2. where a Subscriber represents a mortgagee, that mortgagee and/or that mortgagee’s Identity Agent; or
3. an Other Mortgagee and/or that mortgagee’s Identity Agent,

will be deemed to constitute taking reasonable steps for the purposes of Registrar’s Requirements 3.1.2.

3.1.8 A Party who is required to sign an Instrument(s) and who does not have a Representative must:

1. have their identity verified by an Approved Identity Verifier applying the Verification of Identity Standard; and
2. 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:

1. a Subscriber; or
2. a mortgagor and:
3. the mortgagee is an ADI, or
4. the mortgagee is a Person who has entered into a Participation Agreement; or
5. the mortgagee has a Representative acting on behalf of the mortgagee.

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.

1. Supporting evidence

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| **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:

1. any evidence required by the Duty Authority; and
2. any Client Authorisation and any evidence supporting that Client Authorisation; and
3. any evidence supporting a Party’s right to enter into the Conveyancing Transaction; and
4. any evidence supporting verification of identity; and
5. any other evidence demonstrating compliance with Prescribed Requirements.
6. Certifications

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| **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—** 1. **the form of certifications;**
2. **the classes of person who may certify those matters;**
3. **any supporting evidence and retention requirements**
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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.

1. Electronic instruments

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| **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 |

* 1. This requirement takes effect as specified in Registrar’s Requirements 6.3, 6.4 and 6.5.
	2. All Instruments set out in Registrar’s Requirements 6.3, 6.4 and 6.5 must be Lodged using an ELN.
	3. Where the mortgagee is an ADI:
1. 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
2. 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
3. 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
4. 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
5. 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
6. 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 Where the mortgagee is a not an ADI but is a Subscriber or has a Representative:

1. 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
2. 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:

1. a caveat signed on or after 1 December 2017, except when the caveat is to be Lodged with any other Instrument; and
2. 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
3. a transfer of land signed on or after 1 March 2018, except when the transfer is to be Lodged with any discharge of mortgage from an Other Mortgagee or mortgage from an Other Mortgagee for the same folio(s) of the Register.

6.6 Registrar’s Requirements 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.

1. Lodging parties

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| **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.

1. Client Authorisations

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| **106A(1) The Registrar may from time to time determine requirements for paper conveyancing transactions, which may include the following—**(f) client authorisations, including any of the following— the form of a client authorisation;the classes of instrument to which a client authorisation applies;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:

1. use the Client Authorisation Form for any Client Authorisation it enters into; and
2. except for Caveats and 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
3. comply with the Client Authorisation and act in accordance with its terms; and
4. 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
5. take reasonable steps to ensure that the Client Authorisation is signed by the Representative’s Client or their Client Agent.
6. Certifications under section 74(1A)

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| **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:

1. a Subscriber; or
2. 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:

1. sign any mortgage in which the mortgagee is a Party; and
2. ensure that the mortgagor grants a mortgage on the same terms as the mortgage signed by, or on behalf of, the mortgagee; and
3. ensure that it holds the mortgage granted by the mortgagor; and
4. provide Certification 5 of the Certification Rules.

9.4 Certifications cannot be provided on annexure pages.

1. Paper quality and size

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

10.1 This requirement takes effect on the day these Registrar’s Requirements are published.

10.2 Any Instrument lodged with the Registrar must be:

1. printed on:
2. white;
3. A4 size paper;
4. with a minimum weight of 80 grams per square metre; and
5. have clear margins of not less than 10 millimetres and not more than 15 millimetres on all borders.

10.3 Printing must:

1. be single-sided; and
2. be in black text; and
3. 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:
	1. a heading of font Arial 14 point in bold
	2. sub-headings of font Arial 11 point in bold
	3. have body text of font Arial 11 point; and
	4. a privacy collection statement of font Arial 10 point; and
	5. a form code of font Arial 14 point; and
4. be in portrait orientation; and
5. have all pages numbered and total pages specified.

10.4 Handwriting must be:

1. in block letters; and
2. clear and legible; and
3. 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.

1. Applications to the Registrar to act

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

11.1 This requirement takes effect on the day these Registrar’s Requirements are published.

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:

1. stating what the Registrar is requested to do and the relevant section of the TLA or any other legislation; and
2. describing the land by reference to a folio of the Register and, if only part of the land is affected, define that part; and
3. stating the name and address of the applicant; and
4. setting out the registered number of any Instrument or plan affected by the application; and
5. setting out any other particulars that are required by the relevant section of the TLA or any other legislation; and
6. signed by the applicant or the applicant’s Representative.
7.

The marked up version of the Registrar's Requirements shows amendments made to Registrar's Requirements 1 to 11 since Version 2 of the Registrar's Requirements. The schedules have been amended in line with Version 4 of the Model Participation Rules for electronic conveyancing. A marked up version of Version 4 of the Model Participation Rules for electronic conveyancing is available at https://www.arnecc.gov.au/publications/model\_participation\_rules.

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