AS AMENDED IN THE SENATE

No. 2 of 2020

Fifth Session Eleventh Parliament Republic of Trinidad and Tobago

SENATE

BILL

An Act to amend the Registrar General Act, Chap. 19:03, the Registration of Deeds Act, Chap. 19:06, the Conveyancing and Law of Property Act, Chap. 56:01, the Real Property Act, Chap. 56:02, the Stamp Duty Act, Chap. 76:01 and the Registration of Title to Land Act, 2000
MISCELLANEOUS PROVISIONS (REGISTRAR GENERAL, REGISTRATION OF DEEDS, CONVEYANCING AND LAW OF PROPERTY, REAL PROPERTY, STAMP DUTY AND REGISTRATION OF TITLE TO LAND) ACT, 2020

Explanatory Note

(These notes form no part of the Bill but are intended only to indicate its general purport)

This Bill seeks to amend the Registrar General Act, Chap. 19:03, the Registration of Deeds Act, Chap. 19:06, the Conveyancing and Law of Property Act, Chap. 56:01, Real Property Act, Chap. 56:02, the Stamp Duty Act, Chap. 76:01 and the Registration of Title to Land Act, 2000 to deal with fraud that occurs with land dealings, to make provisions for transparency in respect of legal arrangements and beneficial ownership and meet our international requirements under Recommendation 25 and Immediate Outcomes 5 of the Financial Action Task Force Recommendations.

The Bill would contain eight clauses.

Clause 1 of the Bill would provide for the short title of the Act for which this is the Bill.

Clause 2 of the Bill would provide for the commencement of the Act on such date as is fixed by the President by Proclamation.

Clause 3 of the Bill would amend the Registrar General Act in sections 4, 5, 7 and the Schedule. Paragraph (a) of clause 3 would seek to amend section 4 of the Act to first change the reference to the number of indexes that may be created by the Registrar from 4 indexes to 7 indexes. The three additional indexes under this subsection are indexes for contracts for sale of land, for beneficial owners (which becomes necessary because of amendments to the Companies Act to deal with beneficial ownership) and for registrable documents executed but not registered. Subparagraph (ii) would insert a number of new subsections. The proposed subsection (1A) would empower the Registrar General to keep another index for all instruments of trusts which are registered under the Registration of Deeds Act. This index is a closed index and for the purpose of our obligations under the Financial Action Task Force Recommendations can only be accessed by the Director of the Financial Intelligence Unit of Trinidad and Tobago (the FIU) for the purpose of enabling the FIU to do its analysis under the
Financial Intelligence Unit of Trinidad and Tobago Act. The index will also be open to an officer of the police service of the rank of Superintendent or above, attached to the financial investigations or fraud divisions, solely for the purposes of investigating whether an offence has been committed under any written law, for the purpose of laying any information or the preferring of an indictment. The index is also open to the Chairman of the Board of Inland Revenue and by order of the court.

Subparagraph (iii) of paragraph (a) would amend section 4(2) to include a new paragraph (f), which would set out how indexes of contracts for sale of land, beneficial owners, registrable documents executed but not registered and trusts are to be kept. Subparagraph (iv) would insert after subsection (5) a new subsection (6), which would set out the definitions for “beneficial owner” and “trust”.

Paragraph (b) would amend sections 5 and 6 to recognize that the index of trusts is not open to the public as the other indexes are. Paragraph (c) would amend section 7 to introduce a new subsection to allow the Minister with responsibility for legal affairs to amend the Schedule by Order, subject to negative resolution, so as to allow the scale of fees to be amended while giving the Parliament some degree of scrutiny. Finally, paragraph (d) would amend the Schedule of fees to provide for the new administrative fees due to the new applications that are being proposed under this Bill.

Clause 4 would amend the Registration of Deeds Act, Chap. 19:06 in sections 1, 2, 3, 5A, 7, 13A and to add new sections 5B., 5C., 5D, 15A.–15I. and 22–29. In an effort to better manage the Act, a number of headings are being inserted into the Bill. Since the Interpretation Act, Chap 3:01 recognizes a heading as a part of a Bill we are allowed to insert, delete and amend the headings in this Bill. Accordingly, in paragraph (a), the first heading entitled “Part I Preliminary” is being inserted before section 1. Paragraph (b) would amend section 2 of the Registration of Deeds Act to insert three new definitions for phrases being used in the Act. The definitions included are “authorized clerk”, “interest in land” and “Minister”. The definition of “qualified functionary” is being amended to remove the reference “to a conveyancer”. Subparagraph (iii) would introduce a new subsection (2A) to provide for the definition of “registrable documents” which is to be used in Parts IV and V of the Act.

Paragraph (c) would introduce a new heading for Part II which is to be entitled “Execution and Registration of Deeds”.

Paragraph (d) would renumber section 3 as section 3(1) and insert a new subsection 3(2) which would make it clear that all
Registrable documents must be registered in order for them to be valid and effectual both in law and equity for the purpose of creating, transferring or conveying land.

Paragraph (e) would correct the reference to the Land Surveyors Act. Paragraph (f) would insert after section 5A, a number of new sections. Proposed section 5B would take some of the substantive parts of section 7 and move them here in terms of layout of the Bill and further reconcile procedural aspects under the Conveyancing and Law of Property Act with the processes and method of execution under this Act. The new section would provide for the mode of execution of documents inside and outside of Trinidad and Tobago and where it is executed by a company or corporation. Where it is executed in Trinidad and Tobago, the Deed must be executed in the presence of at least one witness not being a party to the Deed and a qualified functionary and the Deed’s signing and delivery are to be attested by one of those witnesses stating his name, abode or business address, profession or occupation or condition in life and by the qualified functionary stating his name and his qualifications. Where the Deed is executed outside of Trinidad and Tobago, the execution must be in the presence of at least one witness not a party to the Deed and the signing is to be attested by one such witness stating his name, abode or business address, profession or occupation or condition in life. Where the Deed is executed by a company or corporation, the Deed is to be executed and attested in the manner required by any written law or the common law. A qualified functionary is defined in the current law to be a Judge of the Supreme Court, A Justice, an Attorney-at-law or the Registrar of the Supreme Court.

The new section would prohibit a qualified functionary from subscribing to any deed unless it bears the signature of the Attorney-at-law as having prepared the Deed. Proposed section 5C would provide for the attestation of Deeds executed outside of Trinidad and Tobago. Proposed section 5D would provide for the execution of documents where the person is unable to sign and for an execution to be done using foreign characters or a mark. However, the Registrar may refuse to register the Deed for which a foreign character or mark is used unless there is a certificate on the Deed of an Attorney-at-law, a Justice or a duly licensed interpreter, that he has explained or caused to be explained the true purpose of the Deed and he is satisfied that the person understands.

Paragraph (g) would repeal sections 7 and 8 which are now contained more substantively in sections 5A to 5D and substitute a new section 7 which would provide that where the Deed is properly attested in accordance with sections 5B and 5C it may be registered under the Act.
Paragraph \((h)\) would amend section 13A to first amend section 13A to make it a 13A(1) and inserting a new paragraph \((f)\) to allow the Minister to, by Order, prescribe further particulars for the cover sheet. Subsection \((2)\) would, however, ensure that while the relevant information on the cover sheet is entered on to the index that the cover sheet is not open to the public so that the personal information on the cover sheet is not open to the public.

Paragraph \((i)\) would insert a new Part III that would deal with Contracts for the Sale or Other Dispositions of Land and would have 3 new sections, a new Part IV that would deal with the Execution and Registration of Registrable Documents which would contain 4 new sections and new Part V which would deal with duty of Attorneys-at-law to inform client of obligations etc and would contain two new sections.

In New Part III, proposed section 15A would now require that every contract for sale or other disposition of land is to be prepared by an Attorney-at-law, be in writing, include all the terms of the contract expressly agreed by the parties for sale or other disposition of land in one document or where contracts are exchanged in each document, to be signed by each party for sale or other disposition of land or his duly authorized agent. It requires that the contract for sale or other disposition of land should also be executed and signed in the presence of at least one witness not a party to the contract, include a preparation certificate signed by an Attorney-at-law who prepared the contract for sale or other disposition of land and contain a record of the date and time of the execution of the contract or a provision setting out the agreed date and time for commencement of the contract. The provision would also apply to all assignments of a contract for sale or other disposition of land and sub-contracts under the contract for sale or other disposition of land.

Proposed section 15B would now require every contract of sale to be registered by an Attorney-at-law or his authorized clerk within 30 days of the execution of the contract and it must be accompanied by a completed coversheet and the relevant fee. Subclause \((2)\) would provide that in instances where contracts are exchanged, one (1) document is required to comply with all of the requirements of 15A(1) and should reflect the contents of the exchanged contracts and be registered within thirty days of execution or effective date. Subclause \((3)\) requires all contracts of sale or other disposition of land to be accompanied by a completed coversheet and the applicable fee in order to be registered. Subclause \((4)\) goes on to set out the contents of the coversheet. Subclause \((5)\) would empower the Registrar General, within forty-eight hours of the submission of a contract for sale or other
disposition of land for registration, to request any other information relative to that submitted on the cover sheet. Under Subclause (6), if the Registrar General requests information the time for registration of the contract for sale or other disposition of land would now be thirty days from the date of the notification by the Registrar General. The provision would go on in subclause (7) to provide that if the contract for sale or other disposition of land is not registered within the 30 days as required, any party to the contract for sale or other disposition of land, the legal personal representative of the party or a duly authorized attorney operating under a power of attorney, could apply to the Registrar General in writing for the late registration of the contract for sale or other disposition of land and giving reasons. Subclause (8) would require the application to be in a particular form and include the reasons for the delay and be accompanied by the prescribed fee. The provision goes on in subclause (9) to provide that the Registrar General can refuse to register the contract for sale or other disposition of land if a subsisting contract for sale or other disposition of land which has been registered has not expired or for which a notice of termination has not been recorded by the Registrar General or where the contract for sale or other disposition of land does not meet the requirements of clause 15A(1). Subclause (10) provides for those instances where two contracts for sale of land exists at the same time and one is already registered. It allows the purchaser who is now seeking to register the second contract for sale or other disposition of land, to apply to the Registrar for the establishment of a priority list based solely on date and time. This application would operate as a caveat on any further dealings with the land until the priority list is established by the Registrar General. Subclause (11) requires the Registrar General where he establishes a priority list to give notice to all the parties so affected. Subclause (12) would empower the Registrar General where a subsisting contract for sale or other disposition of land expires, to register any other contract for sale or other disposition of land. The provision makes it clear in subclause (13) that this section would not apply to the transfer of land by gift or assent, Mortgages, Releases, Rectifications, Confirmations or any other voluntary transfer of land without valuable consideration.

Proposed section 15C provides that where there is a variation or termination of a contract for sale or other disposition of land and all the parties to the contract for sale or other disposition of land agree to the variation or termination, all the parties or their attorneys-at-law would submit a notice or the variation or termination to the Registrar General within 30 days of the variation or termination. Subclause (2) would provide for instances where the parties do not agree to terminate but one party still
wishes to do so. It requires the aggrieved party to submit to the Registrar General within thirty days of such termination a Notification that the contract has been terminated or rescinded and this shall be recorded by the Registrar General. Subclause (3) would provide that subclause (2) is not a bar to any remedies available to the aggrieved party under any written law. Subclause (4) requires the notice to be in a particular form. Under subclause (5), the Registrar General is required to inform all the parties to a contract for sale or other disposition of land within thirty days of receipt of a notice of variation or termination.

In New Part IV, proposed section 15D requires the Attorney-at-law who prepares a registrable document in respect of the sale or other disposition of land to ensure that contents of a registrable document for the sale or other disposition of land, that registrable documents for sale or other disposition of land relate to a contract for sale or other disposition of land which had been registered under section 15B and is consistent with the terms of the contract for sale or other disposition of land, including any variation that was done under section 15C. This section would not apply to the transfer of land by gift or assent, Mortgages, Releases, Rectifications, Confirmations or any other voluntary transfer of land without valuable consideration. The clause goes on to provide that in addition to any penalty that is provided for under section 22, a registrable document made in contravention of this section would be void.

Proposed section 15E would require the Attorney-at-law who prepares a registrable document or his authorized clerk within 14 days of the execution of the contract for sale or other disposition of land to submit to the Registrar General a notice of execution, which shall be in a particular form.

Proposed section 15F requires every registrable document to be registered within 12 months (1 year) of its signing and delivery either by the Attorney-at-law or his authorized clerk. Provision is made for where the Attorney-at-law who submitted or authorized the submission of a notice of execution ceases to be the attorney-at-law for the client, the Attorney-at-law would within seven days of ceasing to be the Attorney-at-law inform the Registrar General in writing of that fact and inform the client of any obligations that remain outstanding in respect of registration of the registrable document. The provision prohibits the Registrar General from accepting a registrable document for registration unless the Attorney-at-law is registered with the Financial Intelligence Unit of Trinidad and Tobago, has not been suspended under the Legal Profession Act, Chap. 93:03 and holds a valid practicing certificate under the Legal Profession Act. The Registrar General may also
refuse to register a registrable document if the registrable document is in respect of the sale of land does not relate to the contract for sale or other disposition of the land. The provision, however, makes an exception for the contract for sale or other disposition of land was executed before the coming into force of this Act. Subclause (6) provides that where a registrable document was not registered, the Attorney-at-law ceases to be the Attorney-at-law on record for the matter and the former client is informed of the outstanding obligations, the former client is required to register the registrable document. Subclause (7) provides that a registrable document executed on or after the commencement of this Act must be registered under this Act failing which it is not effectual for the transfer of the land.

Proposed section 15G provides that if ten months after the execution of a registrable document an Attorney-at-law believes that he would not be able to register or cause the registration of the registrable document he is required within twelve months of the execution, apply to the Registrar General for an extension of time to register the registrable document. The Registrar General is required within 14 days of the receipt of the application for the extension acknowledge receipt and grant the extension. The Registrar General can grant an extension for 90 days or for a longer period as he thinks fit. Where a person wishes to get a further extension, he is required to apply to the High Court at least one month before the expiration of the extension. The document may now be registered within the extended period but not after it has expired.

In new Part V, proposed section 15H sets out the duty of the Attorney-at-law retained in relation to a sale or other disposition of land to inform his client in writing of the obligations, timelines, fees and offences which apply to the transfer of the land and the Attorney must ensure that the client acknowledges the information in writing.

Proposed section 15I would set out transitional provisions for where registrable documents were executed before the commencement of this Act but not registered. It allows the person who has custody of the registrable document to register the document within twelve (12) months of the commencement of the Act. The section in proposed subsection (2) would provide that the purchaser is liable for the registration of the registrable document if, however, he is out of time he can apply to the Registrar General for an extension of the time to register the registrable document. The Registrar General on receipt of an application for an extension is required to acknowledge the receipt and grant the extension. Where a person wishes to get a further extension he is required to
apply to the High Court at least one month before the expiration of
the extension. The document may now be registered within the
extended period but not after it has expired.

Paragraph (j) would introduce a new heading for PART VI
before the words “Priority of Deeds and Protection of Purchasers
and Mortgagees”.

Paragraph (k) would amend section 16 to insert a new
subsection (2) which would make it abundantly clear that an
executed Deed under this section passes no title until it is
registered under the Act.

Paragraph (l) would repeal section 18.

Paragraph (m) would introduce a new heading for PART VII
before the words “Production of Deeds in Evidence”.

Paragraph (n) would introduce a new PARTS VIII and IX.
Part VIII would now provide for offences and would contain 5
sections. New proposed section 22 would provide that it is
an offence for an Attorney-at-law to fail to comply with the
requirements of sections 15E, 15F(1) or 15H(1). The penalty if
convicted is a fine of $10,000.00 and if the penalty remains unpaid
in respect of a registrable document which is valued at $800,000.00
or less to a further penalty of $5,000.00. Where the value is
$800,000.01 or more but less than $1,000,000.00, to a further fine
of the unpaid penalty and a penalty equal to the amount of the
unpaid penalty. Where the value is $1,000,000.01 or more but less
than $3,000,000.00, to a further fine of the unpaid penalty
together with a penalty of $10,000.00 and a further penalty of
$1,000.00 for every $10,000.00 or part of $10,000.00 of the unpaid
penalty exceeding $10,000.00. Where the value is $3,000,000.01 or
more, to a further fine of the unpaid penalty together with a
penalty of $10,000.00 and a further penalty of $1,000.00 for every
$10,000.00 or part of $10,000.00 of the unpaid penalty exceeding
$10,000.00. Where if the penalty remains unpaid in respect of a
registrable document on payment, after six months and within one
year after its execution, of the penalty and double the respective
penalties in paragraph (a) or on payment, after one year, of the
unpaid penalty and the respective penalties mentioned in
paragraph (a)(ii) in respect of each period or part of a period of six
months elapsing after the first execution of the said instrument.

Proposed section 23 would provide that it is an offence for a
person to fail to comply with the requirements of sections 15C(1) or
(2) or 15I(1) or (2). The penalty if convicted is a fine of $5,000.00 and
if the penalty remains unpaid in respect of a registrable document
which is valued at $800,000.00 or less to a further penalty of
$2,500.00. Where the value is $800,000.01 or more but less
than $1,000,000.00, to a further fine of the unpaid penalty and a penalty equal to the amount of the unpaid penalty. Where the value is $1,000,000.01 or more but less than $3,000,000.00, to a further fine of the unpaid penalty together with a penalty of $10,000.00 and a further penalty of $1,000.00 for every $10,000.00 or part of $10,000.00 of the unpaid penalty exceeding $10,000.00. Where the value is $3,000,000.01 or more, to a further fine of the unpaid penalty together with a penalty of $10,000.00 and a further penalty of $1,000.00 for every $10,000.00 or part of $10,000.00 of the unpaid penalty exceeding $10,000.00. Where the penalty remains unpaid in respect of a registrable document on payment, after six months and within one year after its execution, of the penalty and double the respective penalties in paragraph (a) or on payment, after one year, of the unpaid penalty and the respective penalties mentioned in paragraph (a)(ii) in respect of each period or part of a period of six months elapsing after the first execution of the said instrument.

Proposed section 24 would make it an offence for a person who in purporting to comply with this Act knowingly provides false information to the Registrar General. The penalty for the offence on summary conviction is a fine of $10,000.00 and imprisonment for 6 months.

Proposed section 25 would provide a defence for offences under the Act if the accused proves that he did not knowingly authorize, permit or acquiesce in the commission of the offence.

Proposed section 26 would extend the time frame for commencing summary proceedings for an offence under this Act to seven years from the commission of the offence or within 18 months after evidence sufficient to justify the Registrar General for the institution of summary proceedings come to his knowledge.

New Part IX would provide for Miscellaneous Provisions. Proposed section 27 would provide that any instrument of trust made on or after the commencement of this Act which is not registered under this Act, is void. Provision is made to require trusts that are in existence prior to the commencement of this Act to be registered within twelve months of its commencement.

Where the trust in existence prior to the commencement of this Act is not registered as required, the Registrar may refuse to register any dealings with respect to the land subject of the Trust. A person aggrieved by the decision may approach the court for an extension of the time. The proposed new section in subsection (5) would define “instrument of trust” for the purposes of the section.

Paragraph (o) would introduce a new section 28 which would provide for appeals from decision of the Registrar to refuse to
register a contract for the sale or other disposition of land under section 15B(9), to refuse to accept a registrable document for registration under section 15F(4).

Paragraph (p) would introduce a new section 29 which would empower the Minister to amend the Schedule which contains the forms by Order.

Clause 5 of the Bill would seek to make amendments to the Conveyancing and Law of Property Act, Chap. 56:01. Paragraph (1) would insert a new section 3A into the Act to require that all Deeds for the conveyance of an interest in land must be preceded by a contract for the sale or other disposition of that interest. This however does not apply to a Deed of gift, an assent or the grant of a lease for a term of less than three years as these are not preceded by a contract or where the Deed of conveyance was made prior to the commencement of this Act. Paragraph (b) would repeal section 4 and substitute a new section 4 provides that no action can be brought upon any contract for the sale or other disposition of land or any interest in land unless the agreement or memorandum is in writing. Provision is made that this Act would not affect the law relating to the part performance before the coming into force of this Act. The provision makes it clear that after the coming into force of this Act, all contracts for the sale of land is required to be in writing and registered in accordance with the Registration of Deeds Act, however this does not affect to the law relating to the sale or disposition of land or an interest in land by an order of a Court. Paragraph (c) would amend section 10 to repeal and replace subsection (1) to provide that any conveyance of land or of any interest in land is void for the purpose of conveyancing are creating a legal interest unless it is made by Deed and on or after the commencement of this Act they are registered.

Clause 6 of the Bill would amend the Real Property Act, Chap. 56:02. In paragraph (a), the clause would insert a new definition for “interest in land” as the term is now to be used in the Act.

Paragraph (b) would insert after section 61, a new section 61A to require that all Deeds for the conveyance of an interest in land must be preceded by a contract for the sale or other disposition of that interest and the contract should be in accordance with the Registration of Deeds Act.

In paragraph (c), the clause would amend section 62 to insert new subsections (2), (3) and (4). New subsection (2) would prohibit the Registrar General from accepting a memorandum of transfer for registration unless it meets the requirements of section 5, 5A to 5D and Parts IV and V of the Registration of Deeds Act.
The provision would require the memorandum of transfer presented for registration is to be accompanied by a cover sheet and place the relevant information in the relevant index.

Paragraph (d) would amend section 130 to delete the reference to “Act or Ordinance” and replace with “written law”.

Paragraph (e) would insert a number of new sections after section 157. Proposed section 157A makes it an offence for a person to knowingly provide false information to the Registrar General. The penalty for this is a fine of $10,000.00 and imprisonment for 6 months. Proposed section 157B would create a defense in proceedings for an offence under the Act if the accused proves that he did not knowingly authorize, permit or acquiesce in the commission of the offence. Proposed section 157C would extend the time frame for commencing summary proceedings for an offence under this Act to seven years from the commission of the offence or within 18 months after evidence sufficient to justify the Registrar General for the institution of summary proceedings come to his knowledge.

Clause 7 of the Bill would amend the Stamp Duty Act., Chap. 76:01 in section 16 to increase the penalty for a person attempts with intent to defraud the State by executing an instrument in which all the said facts and circumstances are not fully set forth or being employed or concerned in or about the preparation of an instrument, neglects or omits fully and truly to set forth all the said facts and circumstances from $400.00 to $12,000.00 and imprisonment for 12 months. The clause would also amend section 82 to increase the penalty for a person who practices or is concerned in any fraudulent act contrivance or device, not specially provided for by law with intent to defraud the State of any stamp duty from $15,000.00 to $30,000.00.

Clause 8 of the Bill would amend the Registration of Title to Lands Act, 2000. Paragraph (a) of the clause would amend section 26(2) of the Registration of Title to Lands Act, 2000 to refer to trusts being registered in accordance with the Registration of Deeds Act. Paragraph (b) would amend section 35(b) to correct a typographical error. Paragraph (c) would amend section 55 to delete subsection (2) and substitute a new subsection which requires a Deed of trust to be registered in accordance with the Registration of Deeds Act. Paragraph (c) would amend section 79 to remove the reference to a trust.
BILL

AN ACT to amend the Registrar General Act, Chap. 19:03, the Registration of Deeds Act, Chap. 19:06, the Conveyancing and Law of Property Act, Chap. 56:01, the Real Property Act, Chap. 56:02, the Stamp Duty Act, Chap. 76:01 and the Registration of Title to Land Act, 2000

[ , 2020]

ENACTED by the Parliament of Trinidad and Tobago as follows:
1. This Act may be cited as the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020.

2. This Act shall come into operation on such date as is fixed by the President by Proclamation.

3. The Registrar General Act is amended—

   (a) in section 4—

      (i) in subsection (1)—

         (A) by deleting the word “four” and substituting the word “eight”;

         (B) in paragraph (c) by deleting the words “; and” and substituting the words “;”;

         (C) in paragraph (d) by deleting the word “.” and substituting the words “;”; and

         (D) by inserting after paragraph (d), the following new paragraphs:

         “(e) contracts or agreements for sale or Deeds of Agreement for the sale or other dispositions of land under the Registration of Deeds Act or the Real Property Act;”;

(f) beneficial owners; and
(g) registrable documents executed but not registered.

(ii) by inserting after subsection (1), the following new subsections:

" (1A) The Registrar General shall, in addition to the indexes under subsection (1), keep a separate index for all instruments of trusts registered under the Registration of Deeds Act which shall not be open to the public and which may only be accessed by—

(a) the Director of the Financial Intelligence Unit of Trinidad and Tobago (hereinafter referred to as the “FIU”) solely for the purpose of enabling the FIU to do its analysis under the Financial Intelligence Unit of Trinidad and Tobago Act;

(b) a member of the police service of the rank of Superintendent or above attached to the Division or Unit of the police service responsible for financial investigation or fraud, solely for the purpose of—
(i) investigating whether an offence has been committed under any written law;

(ii) the laying of information; or

(iii) the preferring of an indictment, where such information can reasonably be regarded as being necessary for the purpose of ascertaining the circumstances in which an offence under any written law may have been committed, or the identity of the person who may have committed an offence;

(c) the Chairman of the Board of Inland Revenue; and

(d) order of a court.”;

(iii) in subsection (2)—

(A) in paragraph (e), by deleting the word “.” and substituting the word “;”; and
(B) by inserting after paragraph (e) the following new paragraph:

“(f) every contract for sale of land to be entered in the index of contracts for sale of land under the letter of the alphabet corresponding with the initial letter of the surname of each person named as a party to such contract, with the given names and the surnames at full length of all persons named as parties to the contract for sale of land;

(g) every beneficial owner to be entered in the index of beneficiaries under the letter of the alphabet corresponding with the initial letter of the surname of each person named, with the given names and surnames at full length of the beneficiaries;
(h) every registrable document executed but not registered to be entered in the index of registrable document executed but not registered under the letter of the alphabet corresponding with the initial letter of the surname of each person named as a party to such registrable document executed but not registered, with the given names and the surnames at full length of all persons named as parties to the registrable document executed but not registered; and

(i) every instrument of trust registered with him to be entered in the index of Trusts under the letter of the alphabet corresponding with the initial letter of the surname of the trustees, together with the given names and surname at full length of every such person.”;
(iv) by inserting after subsection (5) the following new subsection:

“(6) For the purposes of this section—

“beneficial owner” has the meaning assigned to it by section 337A of the Companies Act; and

“trust” means a legal relationship created inter vivos by a person, the settlor, wherein land has been placed under the control of a trustee for the benefit of a beneficiary or for a specified purpose and—

(a) the land is not a part of the beneficial estate of the trustee;

(b) the legal title to the land stands in the name of the trustee or in the
name of another person on behalf of the trustee; and

(c) the trustee has the power and the duty, in respect of which he is accountable, to manage, employ or dispose of the land in accordance with the terms of the trust and the special duties imposed on him by law, and includes any transfer of property previously subject to a trust.";
(b) in sections 5 and 6, by deleting the word “All” wherever it occurs and substituting the words “Subject to section 4(1A), all”;

(c) in section 7, by—

(i) renumbering section 7 as section 7(1); and

(ii) inserting after subsection (1), as renumbered, the following subsection:

“(2) The Minister may, by Order subject to negative resolution of Parliament, amend the Schedule.”; and

(d) in Part A of the Schedule, by inserting after paragraph (j), the following paragraphs:

“(k) for the registration of a contract for the sale of land $100.00;

(l) for late registration of a contract for the sale of land $200.00;

(m) for late registration of a notice of execution of a registrable document $200.00;

(n) for late registration of a registrable document for the sale of land $200.00;

(o) for the variation or termination of a contract for the sale of land $100.00

(p) for notice of execution of a registrable document for the sale of land $100.00;

(q) for applications $100.00.”.
4. The Registration of Deeds Act is amended—

(a) by inserting before section 1, the following heading:

“PART I
PRELIMINARY”

(b) in section 2—

(i) by inserting in the appropriate alphabetical sequence, the following definitions:

“authorized clerk” means a person who is authorized in writing by an Attorney-at-law, in respect of a specific transaction in the form set out as Form C in the Schedule;

“interest in land” means the lawful right as owner of land to hold the legal title to the land;

“Minister” means the Minister with responsibility for legal affairs;”

“mortgage” includes any charge on any property for securing money or money’s worth; and

“public body” means any department or division of—
(a) a Ministry;
(b) the Tobago House of Assembly, established by section 141A of the Constitution;
(c) a Municipal Corporation established under the Municipal Corporations Act;
(d) a Regional Health Authority established under the Regional Health Authorities Act;
(e) a statutory body, responsibility for which is assigned to a Minister of Government;
(f) a State-controlled enterprise;
(g) a Service Commission established
under the Constitution or other written law;

(h) the Parliament;

(i) the Judiciary;
or

(j) the Office of the President;

(ii) in the definition of “qualified functionary”, by deleting the words “a conveyancer”; and

(iii) by inserting after subsection (2), the following new subsection:

“(2A) For the purposes of Parts IV and V—

“registrable document” means a written instrument to create, transfer or convey any interest in land and includes every—

(a) conveyance of land required to be by
Deed and
registered under
section 10 of the
Conveyancing
and Law of Property Act;

(b) instrument to be registered under the Real Property Act;

(c) Deed of assent;

(d) Deed of gift or settlement; or

(e) instrument of trust,

but does not include—

(f) a contract or agreement for the sale or other disposition of land including a Deed of Agreement for sale; or
(g) such other document as the Minister may by Order prescribe.

(c) by inserting before the heading “EXECUTION AND REGISTRATION OF DEEDS”, the words, “PART II”;

(d) by renumbering section 3 as section 3(1) and inserting after section 3(1), as renumbered, the following new subsection:

“(2) Every registrable document executed in Trinidad and Tobago or elsewhere shall in addition to all other requirements of this Act, be registered under this Act in order to be valid and effectual in law for all purposes, including the creation, transfer or conveyance of land.

(3) The provision of section 32A of the Conveyancing and Law of Property Act shall continue to apply.”;

(e) in section 5A, by deleting the word “Ordinance” and substituting the word “Act”;
(f) by inserting after section 5A, the following sections:

`Mode of execution`

5B. (1) Every Deed required or intended to be registered shall be executed and attested as follows:

(a) a Deed that is executed in Trinidad and Tobago shall be executed in the presence of at least one witness not being a party thereto and of a qualified functionary, and the signing and delivery thereof shall be attested by one such witness at least subscribing his name with the addition of his place of abode or business and his profession, occupation, or condition in life and by the qualified functionary subscribing his name with the addition of his qualification;

(b) a Deed that is executed out of Trinidad and Tobago shall be executed in the presence of at least one witness not being a party thereto and a person referred to in section 10(1)(b), and the signing and delivery thereof shall be attested by one such witness at least subscribing his
name with the addition of his place of abode or business and his profession, occupation or condition in life and by the person referred to in section 10(1)(b), subscribing his name with the addition of his qualification; and

(c) a Deed that is executed by a company or corporation shall be executed and attested in a manner prescribed by written law or the common law.

(2) A qualified functionary shall not subscribe a Deed under this section unless it bears the signature of some Attorney-at-law as having prepared the Deed.

5C. In all cases in which any Deed referred to in section 5B is executed outside of Trinidad and Tobago, the affidavit or solemn declaration of the witness proving such execution shall be made and the making of the same may be certified in the like manner as that prescribed for Deeds executed out of Trinidad and Tobago by section 10.

5D. (1) The signing in relation to a Deed includes signing by use of foreign characters or by the making of a mark.
(2) The Registrar General may refuse to register any Deed executed by a person signing his name in foreign characters, or by making his mark, unless the same bears upon it a certificate by a qualified functionary or a duly licensed interpreter, that he has explained or caused to be explained the true purport of such Deed to such person so signing as aforesaid, and that he is satisfied that the person understands the same.”;

(g) by repealing sections 7 and 8 and substituting the following section:

7. A Deed that is executed and attested in accordance with section 5B and 5C may be registered under this Act.”;

(h) in section 13A—

(i) by renumbering section 13A as section 13A(1); and

(ii) in section 13A(1), as renumbered, by—

(A) by inserting after the words “Attorney-at-law”, the words “or the previous client referred to in section 15F(6)”;

(B) deleting paragraph (g) and substituting the following paragraphs:

“(g) information on the authorised clerk; and
(h) such other particulars as the Minister may, by Order, prescribe.”;

(iii) inserting after section 13A(1), as renumbered, the following new subsection:

“(2) The Registrar General shall cause the information contained in the cover sheet referred to in subsection (1), to be placed in the relevant index, but the cover sheet shall not be open to the public.”;

(i) by inserting after section 15, the following Parts:

“PART III

CONTRACT FOR THE SALE OR OTHER DISPOSITION OF LAND

15A. (1) Notwithstanding any other law, every contract for sale or other disposition of land shall—

(a) be prepared by an Attorney-at-law;

(b) be in writing;

(c) include all the terms of the contract expressly agreed upon by the parties for sale or other disposition of land in one document or where contracts are exchanged, in each document;
(d) be signed by each party to the contract for sale or other disposition of land or his duly authorized agent;

(e) executed and signed in the presence of at least one witness not being a party thereto;

(f) include a preparation certificate signed by the Attorney-at-law who prepared the contract for sale or other disposition of land; and

(g) contain a—

(i) record of the date of the execution of the contract for sale or other disposition of land; or

(ii) a provision setting out the agreed date and time for commencement.

(2) Subsection (1) shall also apply to an assignment of a contract for sale or other disposition of land and subcontracts under a contract for sale or other disposition of land.
(3) A contract or agreement for the sale or other disposition of land may be done by way of Deed of Agreement.

15B. (1) Subject to subsection (4), every contract or agreement for the sale or other disposition of land shall be registered by the Attorney-at-law who prepared it or his authorized clerk, within thirty days of full execution of the contract or agreement for sale or other disposition of land.

(2) Where a contract or agreement for the sale or other disposition of land are exchanged or executed in counterpart, one document complying with all the requirements of 15A(1) and reflecting the contents of the exchanged contract or agreement, shall be registered within thirty days of full execution or, as applicable, within thirty days from the effective date of the contract.

(3) A contract or agreement for the sale or other disposition of land shall not be registered unless it is accompanied by—

(a) a duly completed cover sheet as set out in subsection (4); and

(b) the relevant fee specified in the Schedule to the Registrar General Act.
(4) The cover sheet required under subsection (3) shall be in the form set out as Form C in the Schedule and contain the following information:

(a) the name of the Attorney and his admission number;

(b) names of parties to the contract or agreement;

(c) date of execution or effective date;

(d) number of pages;

(e) reference to the previous vendor's title Deed or instrument;

(g) information on the authorized clerk; and

(f) such other particulars as the Minister may by Order prescribe.

(5) Where a contract or agreement for the sale or other disposition of land is not registered within the period specified under subsection (1), any party to the contract for sale or other disposition of land or the legal personal representative of the party or a duly authorized attorney operating under a registered Power of Attorney, may apply to the Registrar General for the late registration of the contract or agreement for sale or other disposition of land.
(6) An application under subsection (5), shall be in the form set out as Form D in the Schedule, include reasons for the delay and be accompanied by the fee specified in the Schedule to the Registrar General Act.

(7) The Registrar General shall refuse to register a contract or agreement for sale or other disposition of land where the contract or agreement for sale or other disposition of land does not meet the requirements of section 15A(1).

(8) This section does not apply to—

(a) the transfer of lands by gift or assent;

(b) a grant of a lease for a term under three years;

(c) any conveyance or other disposition of land by a public body;

(d) a mortgage;

(e) a deed of release;

(f) a deed of rectification;

(g) a deed of confirmation;

(h) a deed of substitution;

(i) a deed of surrender;
(j) a deed of exchange;
(k) a transfer of mortgage;
(l) a mortgage debenture;
(m) a deed of partition;
(n) a deed of assurance;
(o) a deed of amalgamation;
(p) a lease;
(q) a Deed of agreement for the sale of land;
(r) a family arrangement in relation to land;
(s) a sale or other disposition of land by a mortgagee for a mortgage issued by—

(i) a Financial Institution licensed under the Financial Institutions Act;
(ii) the Home Mortgage Bank;
(iii) the Trinidad and Tobago Mortgage Finance Company;
(iv) a credit union registered under the Cooperatives Societies Act; or

(v) the Trinidad and Tobago Housing Development Corporation;

(t) a trustee;

(u) a sale or other disposition of land by a mortgagee who is a public body;

(v) a sale or other disposition by a receiver or liquidator;

(w) a deed under Court Order or pursuant to an Order in matrimonial matters; and

(x) such other documents as the Minister may by Order prescribe.

(9) Notwithstanding subsection (8)(p), where the rent or premium contained in a lease amounts to a purchase price, a contract or agreement for the sale is required for registration.
15C. (1) Where a registered contract or agreement for the sale or other disposition of land is varied, including date of completion, or terminated and all the parties to the contract or agreement for sale or other disposition of land agree to the variation or termination, either party or their Attorneys-at-law shall file with the Registrar General a notice, in the form set out as Form E1 in the Schedule, of the variation or termination within thirty days of the variation or termination.

(2) If the parties to the sale or other disposition of land do not agree to the mutual termination of the registered contract or agreement for the sale or other disposition of land, the party or his Attorney-at-law purporting to terminate the contract and wishing to record the purported termination or rescission, shall serve on the other party a notice of termination or rescission in the form set out as Form E2.

(3) Within thirty days of service of a Notice under subsection (2), the party wishing to record the purported termination or rescission shall
file with the Registrar General in the form set out as Form E3 in the Schedule, a notice that the contract or agreement for the sale or other disposition of land is purported to be terminated or rescinded, which shall be recorded by the Registrar General.

(4) Where a party is served a Notice under subsection (2) and wishes to register an objection to the termination he shall do so in the form set out as E4 within thirty days of such notice.

(5) After the expiration of three months from the receipt of a notice under subsection (2), every such notice shall be deemed to have lapsed, unless the person by whom or on whose behalf the same was served shall, within that time, have taken proceedings in any Court of competent jurisdiction to establish his title, interest, lien, or charge in respect thereof.

(6) Either party under subsections (2) to (5) may withdraw a notice of termination or rescission or notice of objection in the form set out as Form E5.
(7) Within fourteen days of the receipt of any notice under this section, the Registrar General shall, in writing and electronically, inform all other parties to the contract or agreement for sale or other disposition of land of the receipt of that notice.

(8) For the purposes of this section service may be effected by—

(a) personal service;
(b) registered mail; or
(c) publication in a daily newspaper in wide circulation.

(9) This section shall not operate to preclude or prevent a person from seeking any remedy available under—

(a) any law, whether written or otherwise;
(b) the contract for sale or other disposition of land; or
(c) equity.

PART IV
EXECUTION AND REGISTRATION OF REGISTRABLE DOCUMENTS

15D. (1) The Attorney-at-law who prepares a registrable document in respect of the
sale or other disposition of land shall ensure that contents of a registrable document for the sale or other disposition of land relate to a contract or agreement for sale or other disposition of land which is registered in accordance with section 15B or varied under section 15C.”;

(2) Subsection (1) does not apply to—

(a) the transfer of lands by gift or assent;
(b) a grant of a lease for a term under three years;
(c) any conveyance or other disposition of land by a public body;
(d) a mortgage;
(e) a deed of release;
(f) a deed of rectification;
(g) a deed of confirmation;
(h) a deed of substitution;
(i) a deed of surrender;
(j) a deed of exchange;
(k) a transfer of mortgage;
(l) a mortgage debenture;
(m) a deed of partition;
(n) a deed of assurance;
(o) a deed of amalgamation;
(p) a lease;
(q) a Deed of agreement for the sale of land;
(r) a family arrangement in relation to land;
(s) a sale or other disposition of land by a mortgagee for a mortgage issued by—

(i) a Financial Institution licensed under the Financial Institutions Act;
(ii) the Home Mortgage Bank;
(iii) the Trinidad and Tobago Mortgage Finance Company;
(iv) a credit union registered under the Cooperatives Societies Act; or
(v) the Trinidad and Tobago Housing Development Corporation;

(t) a trustee;

(u) a sale or other disposition of land by a mortgagee who is a public body;

(v) a sale or other disposition by a receiver or liquidator;

(w) a deed under Court Order or pursuant to an Order in matrimonial matters; and

(x) such other documents as the Minister may by Order prescribe.

(3) Notwithstanding subsection (2)(p), where the rent or premium contained in a lease amounts to a purchase price, a contract or agreement for the sale is required for registration.

(4) A registrable document made in contravention of this section shall be voidable.

15E. (1) An Attorney-at-law who prepares a registrable document or his authorized clerk
shall, within fourteen days of the execution of the registrable document, file with the Registrar General a notice of the execution which shall be in the form set out as Form F in the Schedule.

(2) Where a notice of execution of a registrable instrument is not registered within the period specified under subsection (1), the Attorney-at-law who prepared the registrable document may apply to the Registrar General for the late registration of the notice of the execution of the registrable document.

(3) An application under subsection (2) shall be in the form set out as Form G in the Schedule, include reasons for the delay and be accompanied by the fee specified in the Schedule to the Registrar General Act.

(4) Notwithstanding subsection (1), where a registrable document is registered within fourteen days of its full execution, a notice of execution under subsection (1) is not required to be filed and the Attorney-at-law shall not be liable to any fine under section 22.
15F. (1) Subject to section 15G, every registrable document shall be registered with the Registrar General within twelve months of—

(a) its signing and delivery; or

(b) its delivery out of escrow.

(2) Subject to subsections (4) and (5), an Attorney-at-law or his authorized clerk shall register a registrable document.

(3) An Attorney-at-law who file, or authorizes, the submission of a notice under section 15G(1) and who ceases to be the Attorney-at-law retained in respect of the registrable document, shall, within seven days of ceasing to be the Attorney-at-law on record, inform—

(a) the Registrar General in the form set out as Form H in the Schedule of that fact; and

(b) his former client of any obligations that remain outstanding with respect to the registration of the registrable document in the form set out as Form I in the Schedule.

(4) The Registrar General shall not accept a registrable
document for registration unless—

(a) the Attorney-at-law referred to in subsection (2)—

(i) is registered with the Financial Intelligence Unit established under the Financial Intelligence Unit of Trinidad and Tobago Act; Chap. 72:01

(ii) is not suspended from practice under section 25 of the Legal Profession Act; Chap. 90:03 and

(iii) holds, or is deemed to hold, a valid practising certificate under section 23 or 26 of the Legal Profession Act, as the case may be; and

(b) where, the registrable document is in respect of the sale of land, the contract or agreement for the sale or other of disposition of land to which the registrable document relates, is registered in accordance with section 15B.
(5) Notwithstanding subsection (4), the Registrar General may accept a registrable document for sale of land for registration if the contract or agreement for sale or other disposition of land to which the registrable document for sale of land relates, having been executed prior to the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020, was not registered.

(6) Notwithstanding subsection (2), a former client who is informed of outstanding obligations under subsection (3)(b) shall be liable for the registration of the registrable document in accordance with this Act.

(7) A registrable document executed on or after the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020 shall not be effectual for the creation, transfer or conveyance of lands, unless registered in accordance with this Act and the
15G. (1) Where, any time after the execution or delivery out of escrow of a registrable document, an Attorney-at-law believes that he would not be able to—

(a) register a registrable document; or

(b) cause a registrable document to be registered,

within the twelve months of its execution, he may apply to the Registrar General for an extension of time to register the registrable document.

(2) An application under subsection (1) shall—

(a) be in the form set out as Form J of the Schedule;

(b) be made before the expiration of twelve months from the date of execution or delivery out of escrow of the registrable document;

(c) include reasons for the failure to register the registrable document and
such other information as the Registrar General may require; and

(d) be accompanied by the fee specified in the Schedule to the Registrar General Act.

(3) Within fourteen days of receipt of an application under subsection (1), the Registrar General shall, in writing, acknowledge receipt of the application and grant the extension in the form set out as Form K in the Schedule.

(4) An extension granted by the Registrar General under subsection (3) shall be for a period not exceeding twelve months from the date of the grant of the extension.

(5) A person seeking a further extension of the period under subsection (4) may, apply to the High Court at least one month before the expiration of an extension.

(6) Where an extension is granted under subsection (3), the registrable document may be registered within the period of extension but shall not be accepted for registration after the expiration of the extension.

(7) A late registration fee specified in the Schedule to the Registrar General Act shall be
paid to the Registrar General in respect of a registrable document that is registered after the expiration of twelve months from the date of its execution but before the expiration of the period of the extension granted.

PART V

DUTY OF ATTORNEY-AT-LAW TO INFORM CLIENT OF OBLIGATIONS, ETC.

15H. (1) An Attorney-at-law who is retained in relation to a sale or other disposition of land shall inform his client, in writing, of the obligations, timelines, fees and offences which apply to the transfer of land under this Act.

(2) Where an Attorney-at-law informs a client in accordance with subsection (1), the Attorney-at-law shall ensure that the client acknowledges the information in the form set out as Form L in the Schedule.

15I. (1) Where a registrable document is executed or delivered out of escrow prior to the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land Act), 2020, and is not registered on, or before the commencement of that
Act, the person with custody of the registrable document shall, notwithstanding section 15F(2), register it within twelve months of commencement of that Act or such other period as the Minister, may by Order, prescribe.

(2) Notwithstanding section 15F, the purchaser, legal personal representative, grantee or settlor shall be liable for the non-registration of a registrable document in accordance with subsection (1).

(3) Where, as a result of circumstances beyond his control, a purchaser, legal personal representative, grantee or settlor fails to register a registrable document within the period specified in subsection (1), he may apply to the Registrar General for an extension of time to register the registrable document.

(4) An application under subsection (3) shall be in the form set out as Form M in the Schedule and be accompanied by the fee specified in the Schedule to the Registrar General Act.

(5) Within fourteen days of receipt of an application under subsection (3), the Registrar General shall, in writing, acknowledge receipt of the application and grant the extension.
(6) An extension granted by the Registrar General under subsection (5) shall be for a period of **twelve months**.

(7) A person seeking a further extension of the period under subsection (5) may, apply to the High Court for **such an extension**.

(8) Where an extension is granted under subsection (5), the registrable document shall be registered before the expiration of the extension.

(9) The late registration fee specified in the Schedule to the Registrar General Act shall be paid to the Registrar General in respect of a registrable document that is registered pursuant to subsection (8).

(10) **Where a Deed of Conveyance in respect of land that is subject to a mortgage was executed by the mortgagor or other person entitled to the equity of redemption and registered prior to the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land Act), 2020, and a Deed of**
Release is executed and registered by the mortgagee or his successor in title after the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land Act), 2020 all the estate right, title, interest, claim or demand that the Deed of Release is effectual to pass shall be deemed to vest in the person entitled to the equity of redemption at the time of the execution of the Deed of Release although such person is not a party to the Deed of Release.

(j) by inserting before the heading “PRIORITY OF DEEDS AND PROTECTION OF PURCHASERS AND MORTGAGEES”, the following heading:

“PART VI”;

(k) by inserting before the heading “PRODUCTION OF DEEDS IN EVIDENCE”, the following heading:

“PART VII”; and

(l) by inserting after section 21, the following Parts:

“PART VIII
FINES AND OFFENCES

22. An Attorney-at-law who fails to comply with section 15E, 15F or 15H(1) is liable to
a penalty of half of the fee applicable to the consideration set out in Schedule 1 of the Legal Profession Act.

23. (1) A party who fails to comply with section 15C(1), (2) or (3) is liable to a penalty of five thousand dollars.

(2) Subject to section 15I(6) and 15I(7), a party who fails to comply with section 15I(1) or (2) is liable to a penalty of five thousand dollars.

24. A person purporting to comply with this Act who knowingly provides false information to the Registrar General commits an offence and is liable upon summary conviction to a fine of ten thousand dollars and to imprisonment for six months.

25. It is a defence in proceedings for an offence under this Act if the accused proves that he did not knowingly authorize, permit or acquiesce in the commission of the offence.

26. (1) Notwithstanding any written law prescribing a time within which proceedings may be brought before a court of summary jurisdiction, proceedings for an offence under this Act may be instituted at any time within eighteen months after the relevant date.
(2) In this section, the “relevant date” means the date on which evidence, sufficient in the opinion of the Registrar General to justify the institution of summary proceedings, comes to his knowledge.

(3) For the purpose of subsection (2), a certificate as to the date on which the evidence referred to in subsection (2) comes to the knowledge of the Registrar General shall be conclusive evidence of that fact.

PART IX

MISCELLANEOUS PROVISIONS

27. (1) An instrument of trust that is made on or after the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and the Registration of Title to Land and Registration of Title to Land) Act, 2020, is void, unless made by Deed and registered in accordance with this Act.

(2) Within twelve months of the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to
Land) Act, 2020 or such other date as the Minister, may by Order, prescribe every trustee of a trust in existence prior to the commencement of that Act shall file with the Registrar General the particulars of the trust in the form set out as Form M in the Schedule.

(3) Where a trustee fails to file with the Registrar General the particulars of a trust as required by subsection (2), the Registrar shall not register any dealings in respect of the land subject to the trust and any person affected by such decision shall apply to the court for an extension of the time under subsection (2) for the registration of the trust.

(4) Every inter vivos dealing or transaction affecting a trust of land or affecting land which is the subject of the trust made on or after the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Stamp Duty and Registration of Title to Land) Act, 2020, including—

(a) a disposition of—

(i) a subsisting trust; and
(ii) an equitable interest in land which is the subject of a trust;

(b) a declaration of a trust;

(c) appointment of a trustee;

(d) retirement of a trustee;

(e) disclaimer of a trustee;

(f) delegation of duties of a trustee; and

(g) variation of the terms and conditions of a trust,

shall be void unless made by Deed and registered in accordance with this Act.

(5) For the purposes of this section—

“instrument of trust” means—

(a) a document creating an express trust in respect of any land or interest therein; or

(b) a document containing an inter vivos dealing or transaction affecting a trust of land or affecting land which is the subject of a trust,

including—

(c) a disposition of—

(i) a subsisting trust; and
(ii) an equitable interest in land which is the subject of a trust;

(d) a declaration of a trust;

(e) the appointment of a trustee;

(f) the retirement of a trustee;

(g) the disclaimer of a trustee;

(h) delegation of duties of a trustee; and

(i) variation of the terms and conditions of a trust,

but does not include a trust created under a testamentary disposition; and

“trust” means a legal relationship inter vivos created by a person (the settlor) wherein land has been placed under the control of a trustee for the benefit of a beneficiary or for a specified purpose and—

(a) the land is not a part of the beneficial estate of the trustee;

(b) legal title to land stands in the name of the trustee or in the name of another person on behalf of the trustee; and
(c) the trustee has the power and the duty, in respect of which he is accountable, to manage, employ or dispose of the land in accordance with the terms of the trust and the special duties imposed on him by law, and includes any transfer of land previously subject to a trust.

(6) For the purpose of the definition of “trust” under subsection (5)(b), a reservation by a settlor of certain rights and powers and the fact that the trustee himself has rights as a beneficiary are not necessarily inconsistent with the existence of a trust.

28. The Minister may, by Order, amend the Schedule.

(m) in the Schedule by inserting after Form B the following new forms:
**FORM C**

*(Section 2(2), 13A (1) and 15B)*

**DOCUMENT COVER SHEET**

All Attorneys-at-Law are required to complete this form in duplicate for registration of all deeds and other documents under the Registrar General Act Chap. 19:03, the Registration of Deeds Act, Chap 19:06 and the Real Property Act, Chap 56:02.

**PLEASE COMPLETE FORM IN BLOCK LETTERS**

<table>
<thead>
<tr>
<th>SECTION I - REGISTERING ATTORNEY</th>
<th>PURPOSE/TYPE OF INSTRUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMISSION NUMBER</td>
<td>1 Agreement</td>
</tr>
<tr>
<td>NAME AND ADDRESS OF ATTORNEY</td>
<td>2 Assignement</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td>3 Assignment</td>
</tr>
<tr>
<td>TELEPHONE NO. FAX. NO.</td>
<td>4 Credit Union Charge</td>
</tr>
<tr>
<td>SECTION II</td>
<td>5 Conveyance</td>
</tr>
<tr>
<td>AUTHORIZED CLERK ID Number</td>
<td>6 Court Order</td>
</tr>
<tr>
<td>AUTHORIZED CLERK ADDRESS</td>
<td>7 Deedeeate</td>
</tr>
<tr>
<td>ATTORNEY NAME ATTORNEY SIGNATURE</td>
<td>8 Determination of Lease</td>
</tr>
<tr>
<td>SECTION III - DOCUMENT INFORMATION PURPORT/TYPE</td>
<td>9 Gifts/ Settlements</td>
</tr>
<tr>
<td>OF DOCUMENT</td>
<td>10 Grant of Easement Right of Way</td>
</tr>
<tr>
<td>(Fill in one number from the appropriate purport/type provided on the right)</td>
<td>11 Lease</td>
</tr>
<tr>
<td>NAME OF PARTIES TO THE DOCUMENT – Between</td>
<td>12 Mortgage</td>
</tr>
<tr>
<td>AND</td>
<td>13 Partial Release</td>
</tr>
<tr>
<td>EFFECTIVE DATE/OR DATE OF EXECUTION FOR CONTRACTS FOR SALE OR OTHER DISPOSITION OF LAND</td>
<td>14 Partition</td>
</tr>
<tr>
<td>NUMBER OF PAGES</td>
<td>15 Power of Attorney</td>
</tr>
<tr>
<td>REFERENCE TO PRIOR DEED(S) OR RELATED REGISTERED CONTRACT</td>
<td>16 Rectification</td>
</tr>
<tr>
<td>NUMBER OF AND DESCRIPTION OF ATTACHMENTS (Fill in the number of the attachments in the boxes below)</td>
<td>17 Release of Mortgage</td>
</tr>
<tr>
<td>Affidavit</td>
<td>18 Credit Union Charge Release</td>
</tr>
<tr>
<td>Plan</td>
<td>19 Revocation of Power</td>
</tr>
<tr>
<td>Notarial Certificate</td>
<td>20 Sub-Lease</td>
</tr>
<tr>
<td>Declaration</td>
<td>21 Transfer of Mortgage</td>
</tr>
<tr>
<td>Plan</td>
<td>22 Trust Document</td>
</tr>
<tr>
<td>Other (state number of attachments not written)</td>
<td>23 Variation of Mortgage</td>
</tr>
<tr>
<td>CONSIDERATION $ RENT/INTEREST</td>
<td>24 Variation of Lease</td>
</tr>
<tr>
<td>DATE OF DOCUMENT</td>
<td>25 Chattel Mortgage</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>26 Deed Poll</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>27 Bills of Sale</td>
</tr>
<tr>
<td>DATE OF DOCUMENT</td>
<td>28 Bills of Sale Re-registration</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>29 Bills of Sale Satisfaction</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>30 National Loan</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>31 National Loan Release</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>32 Judgement Final</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>33 Judgement</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>34 Re-registration</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>35 Judgement Satisfaction</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>36 Liens</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>37 Liens Satisfaction</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>38 Will Ditis</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>39 Wills Re-registration</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>40 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>41 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>42 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>43 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>44 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>45 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>46 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>47 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>48 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>49 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>50 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>51 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>52 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>53 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>54 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>55 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>56 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>57 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>58 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>59 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>60 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>61 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>62 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>63 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>64 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>65 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>66 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>67 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>68 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>69 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>70 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>71 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>72 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>73 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>74 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>75 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>76 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>77 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>78 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>79 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>80 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>81 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>82 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>83 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>84 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>85 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>86 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>87 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>88 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>89 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>90 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>91 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>92 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>93 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>94 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>95 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>96 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>97 Miscellaneous</td>
</tr>
<tr>
<td>H.C.A NO. DD/MM/YYYY</td>
<td>98 Miscellaneous</td>
</tr>
<tr>
<td>DATE OF EXECUTION</td>
<td>99 Miscellaneous</td>
</tr>
</tbody>
</table>

**FOR OFFICIAL USE ONLY**

**CHECKLIST FOR REGISTRATION OF DOCUMENTS**

- Coversheet
- Deed or Document Initial of CC
- Signed Preparation Clause
- Stamp Duty
- Date of Execution
- Schedule – Ward & Boundaries
- Attachments
- Attestation Clause (i) execution by individual (ii) execution by marksman (iii) execution by company
- Affidavit
- Documents Executed Abroad – Notarial Certification Declaration of Witness
FORM D

REGISTRATION OF DEEDS ACT, CHAP. 19:06

(Section 15B(8))

APPLICATION FOR LATE REGISTRATION OF
CONTRACT FOR SALE OF LAND

To: REGISTRAR GENERAL

I, ____________________________, (Name of Applicant) ____________________________, (Vendor/Purchaser/Duly Authorised attorney/legal personal representative)

__________________________________________ of ___________________________________________, (Profession) ___________________________________________, (Address)

in accordance with section 15B (7) of the Registration of Deeds Act, Chap. 19:06, wish to apply for the late registration of the contract of sale or other disposition of land described in the Schedule below between-

__________________________________________ and ____________________________________________, (Names of Parties)

executed on ___________________________ and which expires/expired on ___________________________, (Date of Execution/ effective Date) ___________________________, (Date of Expiration/Agreed Completion Date)

The reason for the late registration is as follows:

...........................................................................................................................................................

...........................................................................................................................................................

SCHEDULE

DESCRIPTION OF LAND

...........................................................................................................................................................

...........................................................................................................................................................

_________________________ ___________________________
Date Signature of Attorney-at-law

Name of Attorney-at-law and
BAR Identification Number

Note: Original contract for Sale or other disposition of land should be attached to this application.
FORM E1
REGISTRATION OF DEEDS ACT, chap. 19:06
(Section 15C(1), and 154(1))
NOTICE OF VARIATION OR TERMINATION OF CONTRACT FOR SALE OR OTHER DISPOSITION OF LAND

To: REGISTRAR GENERAL

TAKE NOTICE that the contract for sale or other disposition of land executed on __________________________ between/among __________________________ and __________________________

(Date of Execution) __________________________

(Name of Parties)

registered in and accordance with section 15B of the Registration of Deeds Act, Chap. 19:06 __________________________ on __________________________

(Registration Number) __________________________

(Registration Date) __________________________ (Date of Variation/Termination)

The contract for sale or other disposition of land was varied/terminated on __________________________ with/without written agreement.

FILL OUT WHERE APPLICABLE

• The contract for sale or other disposition of land was varied as follows:

(State Particulars of Variation)

(State clause) __________________________

(mutual agreement)

Date __________________________

Signature of Attorney-at-law __________________________

(Name of Parties)

Name of Attorney-at-law and BAR Identification Number __________________________

Note: a written agreement varying or terminating the Agreement for Sale or other disposition of land signed by both parties should be attached if done in writing.
FORM E2
REGISTRATION OF DEEDS ACT, CHAP. 19:06
(Section 15C(2), 154(1))
SERVICE OF NOTICE OF TERMINATION OF
CONTRACT FOR SALE OR OTHER
DISPOSITION OF LAND

To:

TAKE NOTICE that in respect of the contract for sale or other disposition of land executed on __________________________ (Date of Execution)
between/among ________________________________________________________________ and ________________________________________________________________ (Name of Parties)
registered in accordance with section 15B of the Registration of Deeds Act, Chap.19:06 __________________________ on __________________________ (Registration Number) (Registration Date).

The agreement was terminated by me on __________________________ (Date of Variation/Termination)
without your agreement and a notice of termination/rescission will be filed with the Registrar General.

__________________________          __________________________
Date                                      Signature of Party
Served on __________________________ on __________________________ (Name and signature) (Date served)
at __________________________
                                            (Address of service)
FORM E3
REGISTRATION OF DEEDS ACT, CHAP. 19:06

(Section 15C(3), and 154(1))

NOTICE OF UNILATERAL VARIATION OR
TERMINATION OF CONTRACT FOR SALE
OR OTHER DISPOSITION OF LAND

To: REGISTRAR GENERAL

TAKE NOTICE that the contract for sale or other disposition of land executed on ________________________ between/among ________________________ and ________________________

(Date of Execution) (Name of Parties)

registered in and accordance with section 15B of the Registration of Deeds Act, Chap.19:06 ________________________ on ________________________

(Registration Number) (Registration Date) (Date of Variation/Termination)

without written agreement.

FILL OUT WHERE APPLICABLE

• The contract for sale or other disposition of land was varied as follows:

(State Particulars of Variation)

The contract for sale or other disposition of land was terminated in accordance with ________________________ of the contract for sale or other disposition of land.

(State clause)

__________________________  __________________________
Date  Signature of Attorney-at-law

__________________________  __________________________
Name of Attorney-at-law  BAR Identification Number

__________________________  __________________________
Date  Signature of Party
FORM E4
REGISTRATION OF DEEDS ACT, CHAP. 19:06

(Section 15C(4), 154(1))

NOTICE OF OBJECTION TO
TERMINATION OF CONTRACT FOR SALE
OR OTHER DISPOSITION OF LAND

To:

TAKE NOTICE that in respect of the notice the termination of the contract for sale or other disposition of land executed on ____________________________

(Date of Execution)
between/among ____________________________ and ____________________________

(Names of Parties)
registered in accordance with section 15B of the Registration of Deeds Act, Chap.19:06 on ____________________________.

(Registration Number) (Registration Date)

Notice of the termination was notified by ____________________________ on ____________________________

(Name of party who filed notice of termination) without my agreement

(Date Notice of Termination was filed under 15C (2))

I object to such termination.

__________________________  ____________________________
Date                     Signature of Party
FORM E5
REGISTRATION OF DEEDS ACT, CHAP. 19:06
(Section 15C(5), 154(1))

NOTICE OF WITHDRAWAL
UNDER SECTION 15C(5)

To: REGISTRAR GENERAL

TAKE NOTICE that in respect of the notice the termination/variation of the contract for sale or other disposition of land executed on ______________________ between/among

(Date of Execution)

______________________________

(Name of Parties)

registered in accordance with section 15B of the Registration of Deeds Act, Chap.19:06 ______________________ on ______________________.

(Registration Number) (Registration Date)

Please note that I wish to withdraw my notice of termination or variation/notice of objection dated ______________________

(Date Notice of Termination/variation or objection).

__________________________

Date

__________________________

Signature of Party
FORM F
REGISTRATION OF DEEDS ACT, CHAP. 19:06
(Section 15E)

NOTICE OF EXECUTION OF REGISTRABLE DOCUMENT

To: REGISTRAR GENERAL

TAKE NOTICE that ________________________ and ________________________

__________________________________________ (Names of Parties)
executed a registrable document, ____________________________

__________________________________________ (Type of Document)
on _______________ at ____________________________

(Date of Execution) (Place of Execution)

for which a contract for sale or other disposition of land described in the Schedule
below for ____________________________

(Consideration)

was previously registered as ____________________________ on

(Registration number) (Date of Registration)

SCHEDULE

DESCRIPTION OF LAND

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

Date ____________________________ Signature of Attorney-at-law

Name of Attorney-at-law and
BAR Identification Number
FORM G

REGISTRATION OF DEEDS ACT, CHAP. 19:06
(Section 15E(3)

To: REGISTRAR GENERAL

I, ________________________________ (Attorney-at-Law),

having prepared a registrable document between/among

__________________________________________

and

__________________________________________

(Names of Parties)

which was executed on ____________________

(Date of execution)

in respect of ________________________________

(Type of Instrument)

in respect of ________________________________

(Type of Instrument)

and for which a notice of execution was required to be filed on

__________________________

(Date notice of execution required to be filed)

hereby apply for an extension of time to register the notice of execution of a registrable
document.

The reason for the late registration is as follows:

........................................................................................................................................

........................................................................................................................................

........................................................................................................................................

__________________________  __________________________

Date  Signature of Attorney-at-law

__________________________  __________________________

Name of Attorney-at-law  BAR Identification Number
FORM H
REGISTRATION OF DEEDS ACT, CHAP. 19:08

NOTICE TO REGISTRAR GENERAL FOR
CESSATION AS ATTORNEY-AT-LAW ON RECORD

To: REGISTRAR GENERAL

TAKE NOTICE that in accordance with section 15F(3)(a) of the Registration of Deeds Act, Chap. 19:06,

I, ________________________________, was retained by ________________________________

(Name of Attorney)

(Name of former client)

in respect of a registrable document, for which a Notice under section 15E was filed on ________________________________

(Date of Notice)

and for which an application was filed under section 15G(1), have ceased to be the Attorney in record for this matter.

______________________________

Date

Signature of Attorney-at-law

______________________________

Name of Attorney-at-law and

BAR Identification Number
FORM I
REGISTRATION OF DEEDS ACT, CHAP 19:06

Notices of Client of Obligations on Ceasing to Be Attorney on Record

To: ___________________________ of ___________________________

(Name of Client) (Address of Client)

Take notice that having ceased to be the attorney on record in respect of the matter ___________________________ as ___________________________, such cessation having been registered on notified to the Registrar General on ___________________________, please be informed of the following obligations relative to that registration:

1. You are required by section 15F(6) to register the registrable document which was delivered to you on ___________________________ and is in your possession within twelve (12) months of its signing and delivery.

2. The Registrable document is to be accompanied by the cover sheet and prescribed fee of ________.

3. If you are unable to register the document within 12 months of its signing, you are required to apply under section 15G for an extension of time and pay the prescribed fee of ________.

4. If an extension is granted, you are required to register the registrable document within the limit of the extension given under section 15F(4).

5. If you fail to register the registrable document as required by 15F(1) you are liable to the penalties set out in section 23.

____________________________ ___________________________
Date Signature of Attorney-at-law

Name of Attorney-at-law and
BAR Identification Number

Note: This Notice is required to be served on the client in duplicate and an endorsement of proof of service or registered post included. A duplicate with the endorsement of service should be filed as an Appendix to Form E.
FORM J
REGISTRATION OF DEEDS ACT, CHAP. 19:06
(Section 15G(2)(a))

To: REGISTRAR GENERAL

I, ____________________________,
(Name of Attorney-at-Law)
having prepared a registrable document between/among
and
______________________________
(Names of Parties)
which was executed on ____________________________
(Date of execution)
in respect of ________________________________
>Type of Instrument)
and for which a notice of execution was filed on/delivery out of escrow on
(Date notice of execution/ delivery out of escrow)
which is required to be registered on or before ____________________________,
(Date of expiration)
being twelve (12) months from the execution date/date of delivery out of escrow,
hereby apply for an extension of time to register the registrable document.
(Date notice of execution/ delivery out of escrow)
which is required to be registered on or before ________________
(Date of expiration)
being twelve (12) months from the execution date/date of delivery out of escrow,
hereby apply for an extension of time to register the registrable document.
The reason for the late registration is as follows:

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

Date ____________________________
Signature of Attorney-at-law

Name of Attorney-at-law and BAR Identification Number
FORM K  
REGISTRATION OF DEEDS ACT, CHAP. 19:06

(Section 15G(3))

NOTICE OF EXTENSION OF PERIOD FOR REGISTRATION

TAKE NOTICE that having received an application from-

__________________________________________________________ (Name of applicant)
on ________________________________ for the extension of time for the
(Date of application)
registration of a registrable document being a ________________________________
(Type of Instrument)
between ___________________________________________ and
__________________________________________________________.
(Name of Parties)
between which was executed on ________________________________.
(Date of Execution)

I have approved the extension of the period of registration to a further period of
(Period of Extension)


________________________________________  __________________________________
Date  Registrar General
FORM L
REGISTRATION OF DEEDS ACT, CHAP 19:06

(Section 15H(2))

ACKNOWLEDGEMENT OF INFORMATION
PROVIDED BY
ATTORNEY-AT-LAW

I, ____________________________________________
(Name of Client)

acknowledge that I have been informed by

______________________________________________
(Name of Attorney-at-law)

my Attorney-at-law on record for the sale or other disposition of land of all
obligations, timelines, fees and offences which apply to the transfer of the land.

______________________________________________
Date

______________________________________________
Signature of client
FORM M
REGISTRATION OF DEEDS ACT, CHAP. 19:06
(Section 151(3))
APPLICATION UNDER SECTION 151(3) FOR LATE REGISTRATION OF
OF REGISTRABLE DOCUMENT

To: REGISTRAR GENERAL

I, ___________________________, (Name of applicant)

_________________________________ (Vendor/Purchaser/duly authorised attorney/
legal personal representative)

_________________________________ (Profession)

_________________________________ (Address)

in accordance with section 151(3) of the Registration of Deeds Act, Chap. 19:06, wish
to apply for the late registration of the registrable document in respect of the land
described in the Schedule below between/among-

_________________________________ and _______________________________________

_________________________________ (Names of Parties)

executed on/delivered out of escrow on ________________ and which is/was
required to be registered before ________________ (Date)

(Date of Expiration/Agreed Completion Date)
pursuant to section 15G. The reason for the late registration is as follows:

-----------------------------------------------------------------------------------------------------------------------------
SCHEDULE
DESCRIPTION OF LAND
-----------------------------------------------------------------------------------------------------------------------------

Date Signature of Applicant

Name of Applicant and Identification Number/BAR Identification Number
FORM N
REGISTRATION OF DEEDS ACT, CHAP. 19:06

(Section 27(2))

PARTICULARS OF TRUSTS IN EXISTENCE

To: REGISTRAR GENERAL

TAKE NOTICE of the following particulars relative to trusts in existence prior to
the commencement of the Miscellaneous Provisions (Registrar General, Registration
of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and
Registration of Title to Land) Act, 2020.

<table>
<thead>
<tr>
<th>Name of Settlor(s)/ Legal Owner(s)</th>
<th>Address</th>
<th>Settlor(s)</th>
<th>Legal Owner(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Trustee(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address of Trustee(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Beneficiary(ies)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address of Beneficiary(ies)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of any other party to the trust</td>
<td>Address of any other party to the trust</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of land affected by/subject to the trust*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Trust Deed/Instrument</td>
<td>Date</td>
<td>Signature of Trustee</td>
<td></td>
</tr>
</tbody>
</table>

*Make reference to a deed/instrument of title; if there is no written deed or
document particulars of essential terms and conditions e.g. consideration, obligations
which can be attached in an Appendix.".
5. The Conveyancing and Law of Property Act is amended—

(a) in section 2, by inserting after the definition of “income” the following new definition:

““interest in land” means the lawful right as owner of land to hold the legal title to the land; and

“public body” means any department or division of—

(a) a Ministry;

(b) the Tobago House of Assembly, established by section 141A of the Constitution;

(c) a Municipal Corporation established under the Municipal Corporations Act;

(d) a Regional Health Authority established under the Regional Health Authorities Act;

(e) a statutory body, responsibility for which is assigned to a Minister of Government;

(f) a State-controlled enterprise;

(g) a Service Commission established under the Constitution or other written law;
(h) the Parliament;
(i) the Judiciary; or
(j) the Office of the President;

(b) in Part I—

(i) by inserting after the heading “PART II SALES AND OTHER TRANSACTIONS CONTRACTS” the following new section:

3A. (1) Subject to subsection (2), on or after the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020, every Deed for the conveyance of an interest in land shall be preceded by a contract or agreement for the sale or other disposition of that interest.

(2) Subsection (1) does not apply to—

(a) the transfer of lands by gift or assent;
(b) a grant of a lease for a term under three years;
(c) any conveyance or other disposition of land by a public body;

(d) a mortgage;

(e) a deed of release;

(f) a deed of rectification;

(g) a deed of confirmation;

(h) a deed of substitution;

(i) a deed of surrender;

(j) a deed of exchange;

(k) a transfer of mortgage;

(l) a mortgage debenture;

(m) a deed of partition;

(n) a deed of assurance;

(o) a deed of amalgamation;

(p) a lease;

(q) a deed of agreement for the sale of land;

(r) a family arrangement in relation to land;
(s) a sale or other disposition of land by a mortgagor for a mortgage issued by—

(i) a Financial Institution licensed under the Financial Institutions Act;

(ii) the Home Mortgage Bank;

(iii) the Trinidad and Tobago Mortgage Finance Company;

(iv) a credit union registered under the Cooperative Societies Act; or

(v) the Trinidad and Tobago Housing Development Corporation;
(t) a trustee;

(u) a sale or other disposition of land by a mortgagor who is a public body;

(v) a sale or other disposition by a receiver or liquidator;

(w) a deed under Court Order or pursuant to an Order in matrimonial matters; and

(x) such other documents as the Minister may by Order prescribe.

(3) Notwithstanding subsection (2)(p), where the rent or premium contained in a lease amounts to a purchase price, a contract or agreement for the sale is required for registration.

(4) Subsection (1) shall not apply where the Deed of conveyance was made prior to the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of
(ii) by repealing section 4 and replacing it with the following section—

4. (1) No action may be brought upon any contract for the sale or other disposition of land or any interest in land, unless the agreement upon which such action is brought, or some memorandum or note there-of, is in writing, and signed by the party to be charged or by some other person lawfully authorized by him.

(2) Subsection (1) applies to contracts made before the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020.

(3) The Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to
Land) Act, 2020 does not affect the law relating to part performance before the coming into force of that Act.

(4) On or after the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020, all contracts for the sale of land shall be in writing and registered in accordance with the Registration of Deeds Act.

(5) Subsection (4) does not affect the law relating to the sale or other disposition of land or an interest in land by an order of a Court.

(6) Nothing in this Act shall affect the law with respect to part performance of a contract.”; and

(iii) in section 10, by repealing subsection (1) and substituting the following new subsection:

10. (1) All conveyances of land or of any interest therein are void for the purpose of conveying or creating a legal estate unless—

(a) made by Deed; and
6. The Real Property Act is amended—

(a) in section 2(1), by inserting after the definition “instrument” the following new definition:

“interest in land” means the lawful right as owner of land to hold the legal title to the land;”;

(b) by inserting after the heading “PART V TRANSFERS AND OTHER DEALINGS” the following section:

61A. (1) On or after the commencement of the Miscellaneous Provisions (Registrar General, Registration of Deeds, Conveyancing and Law of Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020, every instrument for the transfer of an interest in land shall be preceded by a contract or agreement for the sale or other disposition of that interest.
(2) A contract referred to in subsection (1) shall be in accordance with sections 15A, 15B and 15C of the Registration of Deeds Act.

(c) in section 62 by—

(i) by renumbering section 62 as section 62(1);

(ii) in section 62(1), as renumbered, by deleting the words “may execute” and substituting the words “shall execute”; and

(iii) by inserting after section 62(1), as renumbered, the following subsections:

“(2) The Registrar General shall not accept a memorandum of transfer for registration unless it meets the requirements of sections 5, 5A to 5D, and PARTS IV and V of the Registration of Deeds Act.

(3) Every memorandum of transfer presented for registration shall be accompanied by a cover sheet, in duplicate, prepared by the Attorney-at-law presenting the instrument, containing the following particulars:

(a) name of the Attorney-at-law who prepared the memorandum;

(b) date of the practising certificate of that Attorney-at-law;
(c) address of the firm or chambers of that Attorney-at-law;

(d) current certificate of title reference;

(e) registered proprietor of the property to which the memorandum relates;

(f) opposite party;

(g) date of execution of the memorandum;

(h) information on the authorized clerk; and

(i) any other particulars which the Registrar General may require.

(4) The Registrar General shall place the information referred to in subsection (1) and contained in the cover sheet in the relevant index”;

(d) in section 130, by deleting the words “Act or Ordinance” and substituting the words “written law”; and

(e) by inserting after section 157, the following sections:

157A. A person purporting to comply with this Act who knowingly provides false information to the Registrar General commits an offence and is liable upon summary conviction to a fine of ten thousand dollars and to imprisonment for six months.
157B. It is a defence in proceedings for an offence under this Act if the accused proves that he did not knowingly authorize, permit or acquiesce in the commission of the offence.

157C. (1) Notwithstanding any written law prescribing a time within which proceedings may be brought before a Court of summary jurisdiction, proceedings for an offence under this Act may be instituted at any time within seven years from the commission of the offence or within eighteen months after the relevant date.

(2) In this section, the “relevant date” means the date on which evidence sufficient, in the opinion of the Registrar General, to justify the institution of summary proceedings comes to his knowledge.

(3) For the purpose of subsection (2), a certificate as to the date on which the evidence referred to in subsection (2), came to the knowledge of the Registrar General, shall be conclusive evidence of that fact.”.

7. The Stamp Duty Act is amended—

(a) in section 16, by deleting the words “four hundred dollars” and substituting the words “twelve thousand dollars and to imprisonment for twelve months”; and
(b) in section 82, by deleting the words “fifteen thousand dollars” and substituting the words “thirty thousand dollars”.

8. The Registration of Title to Lands Act is amended—

(a) in section 26 in subsection (2), by deleting all the words after the word “therein” and substituting the words “shall be by Deed in accordance with section 27 of the Registration of Deeds Act.”;

(b) in section 35(b) by inserting after the word “or” the word “any”;

(c) in section 55, by deleting subsection (2) and substituting the following new subsection:

“ (2) A Deed of trust shall be registered in accordance with the Registration of Deeds Act.”; and

(d) in section 79, by deleting the word “a trust or” and substituting the word “an”.

Passed in the Senate this 9th day of June, 2020.

Clerk of the Senate

I confirm the above.

President of the Senate

Passed in the House of Representatives this day of , 2020.

Clerk of the House
I confirm the above.

Speaker
Revised and reed the

2000
Registration of Title to Land Act,
Act, Chap. 76:01 and the
Act, Chap. 36:02, the Stamp Duty
Act, Chap. 06:01, the Real Property
Act, Chap. 56:01, the Revised
Law of Property Act,
Registration of Deeds Act,
General Act, Chap. 19:03, the
General Act, Chap. 19:06, the
Registration of Title to Land Act,
An Act to amend the Registrar

BILL

TRINIDAD AND TOBAGO
REPUBLIC OF

ELEVENTH PARLIAMENT
FIFTH SESSION

No. 2 of 2020