

Fifth Session Eleventh Parliament Republic of
Trinidad and Tobago



REPUBLIC OF TRINIDAD AND TOBAGO

Act No. 17 of 2020

[L.S.]

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

[Assented to 25th June, 2020]

ENACTED by the Parliament of Trinidad and Tobago as Enactment follows:

Short title

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.

Commencement

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

Chap. 19:03
amended

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 “;”;

(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

Chap. 19:06

Chap. 56:02

(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;

Chap. 75:01

(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) t h e
trustee
has the
power
and the
duty, in
respect
of which
he is
account-
able, to
manage,
employ
or dis-
pose of
the land
in accor-
d a n c e
with the
terms of
the trust
and the
special
d u t i e s
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.”.

Chap. 19:06
amended

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; Chap. 25:04
- (d) a Regional Health Authority established under the Regional Health Authorities Act; Chap. 29:05
- (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 Parlia-
ment;

(i) the Judiciary; or

(j) the Office
of the Presi-
dent;

- (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
r e g i s -
t e r e d
u n d e r
section 10
of the
Convey-
a n c i n g

and Law
of Property
Act; Chap. 56:01

(b) instrument
to be reg-
istered
under
the Real
Property
Act; Chap. 56:02

(c) Deed of
assent;

(d) Deed of
gift or
settle-
ment; or

(e) instru-
ment of
trust,

but does not
include—

(f) a con-
tract or
agree-
ment for
the sale
or other
disposi-
tion of
land
including
a Deed of
Agree-
ment for
sale; or

(g) s u c h
o t h e r
d o c u -
m e n t
a s t h e
M i n i s t e r
m a y b y
O r d e r
p r e -
s c r i b e .”;

- (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.

Attestation of
Deeds out of
Trinidad and
Tobago

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.

Execution of
instrument by
marksman

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:

“Registration of Deed executed in accordance with section 5B and 5C 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

Form and
content of
contract for
sale or other
disposition of
land to be
registered

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 sub-contracts 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.

Registration of contract or agreement for the sale or other disposition of land

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.

Notice of variation or termination of contract or agreement for sale or other disposition of land

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

Form and content 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

M o r t g a g e
F i n a n c e
C o m p a n y ;

(iv) a credit union
r e g i s t e r e d
u n d e r t h e
C o o p e r a t i v e s
S o c i e t i e s A c t ;
o r

(v) the Trinidad
a n d T o b a g o
H o u s i n g
D e v e l o p m e n t
C o r p o r a t i o n ;

(t) a trustee;

(u) a sale or other
d i s p o s i t i o n o f l a n d
b y a m o r t g a g e e w h o
i s a p u b l i c b o d y ;

(v) a sale or other
d i s p o s i t i o n b y a
r e c e i v e r o r l i q u i d a t o r ;

(w) a deed under Court
O r d e r o r p u r s u a n t
t o a n O r d e r i n
m a t r i m o n i a l m a t t e r s ;
a n d

(x) such other documents
a s t h e M i n i s t e r m a y
b y O r d e r p r e s c r i b e .

(3) Notwithstanding sub-
s e c t i o n (2)(p), where the rent or
p r e m i u m c o n t a i n e d i n a l e a s e
a m o u n t s t o a p u r c h a s e p r i c e , a
c o n t r a c t o r a g r e e m e n t f o r t h e s a l e
i s r e q u i r e d f o r r e g i s t r a t i o n .

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

Notice of
execution of
registrable
document

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.

Registration
of
registrable
document

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 files, 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;

(ii) is not suspended from practice under section 25 of the Legal Profession Act; 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

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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 effective date when registered shall be the date of the registrable document and in respect of lands under the Real Property Act, section 38 of the Real Property Act shall continue to apply.

Application
for extension
of time

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.

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(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.

Duty of
Attorney-at-
law to inform
his 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.

Transitional
provisions

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

Failure to
comply with
section 15E,
15F or 15H(1)

22. An Attorney-at-law who fails to comply with section 15E, 15F(2) 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.

Failure to
comply with
section 15C(1)
or 15I(1)

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 sections 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.

Providing
false
information
to the
Registrar
General

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.

Defence

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.

Limitation re:
summary
offences

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

Instruments
of Trusts

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 to 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.

Amendment
of Schedule

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

SECTION I –REGISTERING ATTORNEY		PURPORT/TYPE OF INSTRUMENT	
ADMISSION NUMBER _____		1	Agreement
NAME AND ADDRESS _____		1A	Contracts for Sale or other disposition of land
OF ATTORNEY _____		2	Assent
E-MAIL ADDRESS _____		3	Assignment
TELEPHONE NO: _____ FAX. NO. _____		4	Credit Union Charge
SECTION II		5	Conveyance
AUTHORIZED CLERK _____ ID Number _____		6	Court Order
AUTHORIZED CLERK ADDRESS _____		7	Debenture
ATTORNEY NAME _____ ATTORNEY SIGNATURE _____		8	Determination of Lease
SECTION III –DOCUMENT INFORMATION		9	Gifts/Settlements
PURPORT/TYPE OF DOCUMENT		10	Grants of Easement/ Right of Way
(Fill in one number from the appropriate purport/type provided on the right)		11	Lease
NAME OF PARTIES TO THE DOCUMENT – Between _____		12	Mortgage
AND _____		13	Partial Release
E-MAIL ADDRESS of parties _____		14	Partition
EFFECTIVE DATE/OR DATE OF EXECUTION FOR CONTRACTS FR SALE OR OTHER DISPOSITION OF LAND _____		15	Power of Attorney
NUMBER OF PAGES <input type="text"/>		16	Rectification
REFERENCE TO PRIOR DEED(S) OR RELATED REGISTERED CONTRACT _____		17	Release of Mortgage
NUMBER OF AND DESCRIPTION OF ATTACHMENTS		18	Credit Union Charge Release
(Fill in the number of the attachments in the boxes below)		19	Revocation of Power
Affidavit <input type="text"/>		20	Sub Lease
Plan <input type="text"/>		21	Transfer of Mortgage
Notarial Certificate <input type="text"/>		22	Trust-document
Declaration <input type="text"/>		22A	Instruments of Trust [RDA(section 27(5))]
Plan <input type="text"/>		23	Variation of Mortgage
Other (state number of attachments not written) <input type="text"/>		24	Variation of Lease
CONSIDERATION \$ _____ RENT/INTEREST _____		25	Chattel Mortgage
DATE OF DOCUMENT _____		26	Deed Poll
DATE OF EXECUTION _____ DD/MM/YYYY		27	Bills of Sale
H.C.A NO. _____		28	Bills of Sale Re-registration
FOR OFFICIAL USE ONLY		29	Bills of Sale Satisfaction
CHECKLIST FOR REGISTRATION OF DOCUMENTS		32	National Loan
<input type="checkbox"/> Coversheet		33	National Loan Release
<input type="checkbox"/> Deed or Document Initial of CC		34	Judgement Final
<input type="checkbox"/> Signed Preparation Clause <input type="text"/>		35	Judgement Re-registration
<input type="checkbox"/> Stamp Duty		36	Judgement Satisfaction
<input type="checkbox"/> Date of Execution		37	Lis Pendens
<input type="checkbox"/> Schedule – Ward & Boundaries		38	Lis Pendens Re-registration
<input type="checkbox"/> Attachments		39	Lis Pendens Satisfaction
<input type="checkbox"/> Attestation Clause (i) execution by individual		40	Will Duty
(ii) execution by marksman		41	Miscellaneous
(iii) execution by company		55	Request for Upstamp
<input type="checkbox"/> Affidavit		99	Other
<input type="checkbox"/> Documents Executed Abroad – Notarial Certification Declaration of Witness		FOR OFFICIAL USE ONLY	

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
(Date of Execution)

_____ and _____

(Name of Parties)

registered in and accordance with section 15B of the Registration of Deeds Act, Chap. 19:06 _____ on
(Registration Number)
_____ was varied/terminated on _____
(Registration Date) (Date of Variation/Termination)
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)
The contract for sale or other disposition of land was terminated in accordance with _____ of the contract for sale or other disposition of land or by
(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
(Date of Execution)

_____ and _____

(Name of Parties)

registered in and accordance with section 15B of the Registration of Deeds Act,

Chap. 19:06 _____ on _____
(Registration Number)
_____ was varied/terminated on _____
(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 _____
(Name of party who filed notice of termination)

on _____ 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)

and _____

(Names 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
DISCRIPTION 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

(Section 15F(3)(a))

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
(Name of Attorney)

retained by _____
(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

(Section 15F(3)(b))

NOTICE TO 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 _____
(Date of Registration) (Registration Number)

such cessation having been registered on notified to the Registrar General on _____, please be informed of the following obligations
(Date of Notice to Registrar General)

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
(Date registrable document delivered to former client)
 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 15I(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.

_____ which is required to be registered on or before
(Date notice of execution/ delivery out of escrow)
_____,
(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 15I(3))

APPLICATION UNDER SECTION 15I(3) FOR LATE REGISTRATION OF
OF REGISTRABLE DOCUMENT

To: REGISTRAR GENERAL

I, _____,
(Name of applicant) (Vendor/Purchaser/duly authorised attorney/
legal personal representative)
_____ of
(Profession)

(Address)

in accordance with section 15I(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
(Date)

be registered before _____
(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.

Name of Settlor(s)/ Legal Owner(s) _____
Address of Settlor(s) Legal Owner(s)

Name of Trustee(s) _____

Address of Trustee(s) _____

Name of Beneficiary(ies) _____

Address of Beneficiary(ies) _____

Name of any other party to the trust _____

Address of any other party to the trust

Description of land affected by/subject to the trust*

Date of Trust Deed/Instrument

Date Signature of Trustee

Name of Trustee and Identification Number

*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.”.

Chap. 56:01
amended

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:

“Contract to precede Deed 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 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) 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 Property, Real Property, Stamp Duty and Registration of Title to Land) Act, 2020.*”;

(ii) by repealing section 4 and replacing it with the following section—

“Contracts for sale, etc., of land to be in writing and registered 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 thereof, 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:

“Land to be granted by registration

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
- (b) 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, they are registered in accordance with PART IV of the Registration of Deeds Act.”.

6. The Real Property Act is amended—

Chap. 56:02 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:

“Contract to precede instrument for conveyance 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:

“Providing false information to the Registrar General 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.

Defence 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.

Limitation re.
summary
offences

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.”.

Chap. 76:01 amended

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 Act No. 16 of 2000 amended
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.

B. CAESAR
Clerk of the Senate

Passed in the House of Representatives this 16th day of June, 2020.

J. SAMPSON-MEIGUEL
Clerk of the House