DOCUMENT REGISTRATION AGREEMENT

**(This Document is in the Form published on the Law Society of Ontario website on June 10, 2021[[1]](#footnote-1),**

**except for clearly shown changes. Any changes not clearly shown are of no effect.)**

**BETWEEN:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(hereinafter referred to as the “**Purchaser’s Solicitor**”)

**AND:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(hereinafter referred to as the “**Vendor’s Solicitor**”)

**RE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Purchaser**”) purchase from\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Vendor**”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Property**”**)** pursuant to an agreement of purchase and sale dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , as amended from time to time (the “**Purchase Agreement**”), scheduled to be completed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Closing Date**”)

**FOR GOOD AND VALUABLE CONSIDERATION** (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby undertake and agree as follows:

|  |  |
| --- | --- |
| Holding Deliveries  In Escrow | 1. The Vendor’s Solicitor and the Purchaser’s Solicitor shall hold all funds, keys and closing documentation exchanged between them (the “Requisite Deliveries”) in escrow, and *shall* not release or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor’s Solicitor and the Purchaser’s Solicitor have been authorized by their respective clients to enter into this Agreement. Once the Requisite Deliveries can be released in accordance with the terms of this Agreement, any monies representing payout funds for mortgages to be discharged shall be forwarded promptly to the appropriate mortgage lender. [[2]](#footnote-2) |
| Advising of  Concerns with  Deliveries | 1. Each of the parties hereto shall notify the other as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) or deficiencies with respect to same. |
| Selecting Solicitor  Responsible for  Registration | 1. The Purchaser’s Solicitor shall be responsible for the registration of the Electronic Documents as defined in Schedule A (the “Electronic Documents”) unless the box set out below indicating that the Vendor’s Solicitor will be responsible for such registration has been checked. For the purposes of this Agreement, the solicitor responsible for such registration shall be referred to as the “Registering Solicitor” and the other solicitor shall be referred to as the “Non-Registering Solicitor”:   Vendor’s Solicitor will be registering the Electronic Documents |
|  | If there is a vendor take-back mortgage (VTB), the Registering Solicitor undertakes to submit all the Electronic Documents at the same time within the same electronic folder in the Teraview system so that the Electronic Documents will be registered consecutively with no intervening registrations. The Registering Solicitor undertakes to conduct a subsearch prior to the registration of the Electronic Documents and only attend to the registration of same if there are no registrations subsequent to the LRI noted in Schedule A. (Note: if the LRI is left blank, the Registering Solicitor may register without regard to the LRI) |
| Responsibility of  Non-Registering  Solicitor  and  Release of  Requisite Deliveries by  Non-Registering Solicitor | 1. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of: 2. the registration of the Electronic Documents; 3. the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows [\_\_\_\_\_\_\_\_ a.m./p.m. on the Closing Date] (the “**Release Deadline”**), and provided that notice under paragraph 7 below has not been received; or 4. receipt of notification from the Registering Solicitor of the registration of the Electronic Documents.   If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6.00 p.m. on the Closing Date. |
| Responsibility of  Registering  Solicitor | 1. The Registering Solicitor shall, subject to paragraph 7 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable*)*, register the **Electronic Documents** in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non- Registering Solicitor, and immediately thereafter notify the Non-Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties). |
| Release of Requisite Deliveries by Registering Solicitor | 1. Upon registration of the Electronic Documents and notification of the Non-Registering solicitor in accordance with paragraph 5 above, the Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow. |
| Returning  Deliveries where  Non-registration | 1. Any of the parties hereto may notify the other party that he/she does not wish to proceed with the registration[[3]](#footnote-3) of the Electronic Documents, and provided that such notice is received by the other party before the release of the Requisite Deliveries pursuant to this Agreement and before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries. |
| Counterparts  & Gender | 1. This Agreement may be signed in counterparts and shall be read with all changes of gender and/or number as may be required by the context. |
| Purchase  Agreement  Prevails if  Conflict or  Inconsistency | 1. Nothing contained in this Agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this Agreement and the Purchase Agreement, then the latter shall prevail. |
| Telefaxing  Deliveries  & Providing  Originals if  Requested | 1. This Agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by email, fax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall, upon written request of the recipient, at the time the DRA is invoked and not later than the Closing Date, also provide the original executed version(s) of same within 10 business days after the Closing Date. |
| Documents Returned for Correction | 1. If the Land Registry Office notifies either Solicitor that one or more of the Electronic Documents are being returned for correction or cannot be certified, the Solicitor receiving such notification shall immediately notify the other Solicitor and each Solicitor shall take all necessary steps to make the required corrections or modifications as soon as possible to effect registration. If such notification is received prior to the release of any Requisite Deliveries, unless otherwise mutually agreed to, a Solicitor shall not release any or any further Requisite Deliveries until registration is completed. |
| Keys/Lock Boxes | 1. Access to the property may be made available by providing codes to door locks or exchanging keys by using a lockbox secured against the Property or other location as mutually agreed between the parties. If a code is provided for a door locking mechanism or to a lockbox, the code shall be provided by the Vendor’s solicitor to the Purchaser’s solicitor as part of the Requisite Deliveries to be held in escrow. The code can be released to the Purchaser in accordance with paragraph 6. |
| Transfer of Funds | 1. Funds may be wired transferred from the Purchaser’s solicitor’s trust account to the Vendor’s Solicitor’s trust account. The Purchaser shall be responsible for any outgoing wire fees and the Vendor shall be responsible for any incoming wire fees. |

Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Name/Firm Name of Vendor’s Solicitor Name/Firm Name of Purchaser’s Solicitor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Person Signing Name of Person Signing

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signature)

**Schedule “A”**

Electronic Documents to be registered in the following order:

1. (Note: transfer)
2. (Note: VTB, if any)

NOTE: The VTB will be registered subject to the above noted transfer from the vendor or the purchaser and the LRI \_\_\_\_\_\_\_\_\_\_\_, if LRI is provided by vendor’s solicitor.

(Note: no mortgage should be included in this schedule, other than a VTB.)

1. This Document Registration Agreement was amended by the Real Estate Liaison Group in March 2021, and posted on the Law Society of Ontario website on June 10, 2021. The original document was created and adopted by the Joint LSUC-CBOA Committee on Electronic Registration of Title Documents on March 29, 2004. [↑](#footnote-ref-1)
2. For the purpose of this Agreement, the term “registration” shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office. [↑](#footnote-ref-2)
3. For the purpose of this Agreement, the term “registration” shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office. This DRA may be signed and exchanged by the solicitors in printed or digital form or agreed to by reference in the requisition letter or other exchange of communication between the solicitors, including a reference to the choice of Registration Solicitor/Release Deadline, if default is not acceptable, and, list and order of the Electronic Document in Schedule A, and the LRI, if any. [↑](#footnote-ref-3)